

## **3001 Budget**

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

The superintendent, in conjunction with the business manager, shall prepare the proposed budget for the board to consider. The following deadlines apply to the budget process:

- The board must prepare a proposed budget according to the auditor general's standards before its regular meeting in May.
- The proposed budget and notice of budget hearing must be published in the designated newspaper before July 15.
- The budget hearing must occur before August 1.
- The board must approve the budget for the fiscal year of all funds except trust and agency funds before October 1.
- The board must publish in its meeting minutes any changes from the proposed budget within 30 days of the adoption of the final budget.

As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

At each monthly board meeting, the business manager will provide a report on the current status of the major sections of the budget.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

## **3002 Deposits**

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$7,500 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: July 10th, 2023

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

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

### **3003**

#### **Bidding for Public Improvements**

**Applicability of this policy.** Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the South Dakota Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for public improvements.

**When Formal Bidding Required.** The District will use the bidding process in this policy when the public improvement involves the expenditure of \$100,000 or more.

**Advertising for Bids.** The superintendent or designee will arrange to advertise the invitation for bids in the legal newspaper designated at the annual meeting. The advertisement must appear at least twice, and the District will accept submissions until at least ten days have passed since the first appearance. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

**Bid Invitation.** The invitation for bids must include:

- a description of the work to be performed, including objectively measurable criteria which will affect the bid price. The description may also include criteria to determine acceptability of the work such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.
- all contractual terms and conditions applicable to the procurement;
- deadline for bid withdrawals;
- when and where the bids will be opened;
- If the bid is for supplies, the invitation must also include the length of time between bid opening and the award of the bid (which will not exceed 45 days); and
- An assertion of the District's right to reject any or all bids.
  - the approximate cost of the publication; and
  - that the notice may be viewed free of charge on a statewide public notice website.

**Bid Documents.** The bid documents will identify:

- the time and place of the opening of the bids;
- the time between bid opening and when the bid will be awarded;
- where potential bidders may examine the plans and specifications;

**Bid Modification.** Bidders may withdraw or modify bids by letter, electronically, or in person prior to the time specified in the bid advertisement. Bids cannot be modified or withdrawn by telephone. The District will support any decision to allow bid modifications or withdrawals with a written determination explaining the decision which will be included in the bid file.

**Bid Opening.** The District will open bids publicly with at least one witness at the time and place stated in the bid advertisement. The District will record the name of each bidder and amount of each bid. The District may waive technical irregularities in the low bid if the irregularities do not alter the price, quality, or quantity of the services.

**Bid Award.** The District will award the contract to the lowest responsible bidder within 30 days of opening for construction projects and 45 days for supplies or services. The District will award the bid to the lowest responsible bidder in accordance with state law, and may give preference to a resident bidder in accordance with state and federal law. The District may reject any and all bids if none are satisfactory, but will document the reasons for the rejection.

**Negotiate with Lowest Bidder.** If the lowest responsible bid exceeds the District's final estimated project cost, the District may negotiate with that low bidder for the construction of the project at the most advantageous price.

**Bid Bond Requirements.** Each bid must include a certified or cashier's check for five percent of the bid, made payable to the District. Alternatively, a bid may include a bid bond for ten percent of the bid amount issued by a surety authorized to do business in South Dakota. The District can waive this requirement if the bid does not exceed \$50,000. The District will return all checks and destroy all bonds of unsuccessful bidders after bid opening.

**Performance Bond Required.** After awarding a contract, the successful bidder will furnish a performance bond for not less than the amount of the contract price. The District can waive this requirement if the improvement does not require the formal bidding process.

**No Bids Received.** If the District receives no firm bids, it may negotiate a

contract at the most advantageous price. The district may negotiate such a contract with a construction manager pursuant to state law.

**Emergency Procurement.** The District may bypass the procedures in this policy if there is a threat to public health, welfare, or safety or for other urgent and compelling reasons. For every contract awarded under emergency conditions and for a period of five years, the District will maintain documentation of:

- the contractor's name;
- the amount of and type of contract; and
- a listing of service for each contract made under these conditions.

**Local Preference.** The District may, in accordance with South Dakota law, give preference to South Dakota bidders over nonresident bidders to the same extent resident bidders receive preferential treatment in the nonresident bidder's state of residence.

**Change Orders.** Changes to an existing contract do not need to use the formal bidding process if:

- The contract and proposed change both contain unit prices for the same type or class of work;
- The change is related to soils, utilities, or unknown conditions directly affecting the performance of the work not reasonably foreseeable at the time the contract was executed and the project cannot be completed without the change; or
- The total of the proposed change order plus the total of all other prior unbid change orders does not exceed the following (not including changes under the other subsections of this paragraph):
  - For contracts not more than \$500,000, \$25,000 or 15% of the base contract; whichever is greater;
  - For contracts exceeding \$500,000 but not more than \$2,500,000, \$75,000 or 10% of the base contract; whichever is greater; and
  - For contracts exceeding \$2,500,000, the greater of \$250,000 or 5% of the base contract.

**Final Payment Conditions.** Before the District makes a final payment on a contract for a public improvement, it will require the contractor to provide a certificate from the South Dakota Department of Labor stating that all contributions and interest due to the Department in the performance of the contract have been paid.

Adopted on: July 10th, 2023

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**3003.1**  
**Bidding for Public Improvements 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 South Dakota public bidding law. 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 \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts**

Pursuant to South Dakota law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state public bidding requirements. The board will follow its standard policy on bidding and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000



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 ten calendar days prior to the date on which bids are due. The advertisement must include the approximate cost of the publication and that the notice may be viewed free of charge on a statewide public notice website.
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. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **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. 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). South Dakota law requires retention of successful bids for five past the expiration of the contract's term. 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 the state law and the South Dakota Local School Records Retention and Destruction Schedule.

## 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, 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.

## **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 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 South Dakota 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 South Dakota 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. 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: July 10th, 2023

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## **3003.2 Construction Management-at-Risk**

1. **Applicable Projects.** The District may engage a construction manager-at-risk (CM@R), in accordance with South Dakota law and this policy, if the District is planning, designing, or constructing a public improvement, or if the District is improving, altering, or repairing a public improvement.
2. **CM@R Actually Performing Construction.** A CM@R contracts directly with subcontractors and suppliers. A CM@R may contract to perform actual construction on the public improvement project.
3. **Scope of Potential CM@R Services.** The services provided by the CM@R may include the following:
  - 3.1. **Planning and Design Phase.**
    - 3.1.1. Consulting with, advising, assisting, and making recommendations to the District and architect or engineer on all aspects of planning for project construction;
    - 3.1.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, time requirements for procurement and construction, and projected costs;
    - 3.1.3. Making, reviewing, and refining budget estimates based on the District's program and other available information;
    - 3.1.4. Making recommendations to the District and the architect or engineer regarding the division of work in the plans and specifications to facilitate bidding and awarding of contracts;
    - 3.1.5. Soliciting the interest of capable contractors and assisting the District in taking bids on the project;
    - 3.1.6. Analyzing the bids received and awarding contracts; and
    - 3.1.7. Preparing and monitoring a progress schedule during the design phase of the project and preparation of a proposed construction schedule;

### 3.2. **Construction Phase.**

- 3.2.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the contractors on the project;
- 3.2.2. Observing the work as it is being performed for general conformance with working drawings and specifications;
- 3.2.3. Establishing procedures for coordinating among the District, architect or engineer, contractors, and construction manager with respect to all aspects of the project and implementing labor policy in conformance with the requirements of the District's policy and making recommendations;
- 3.2.4. Reviewing and processing all applications for payment by involved contractors and material suppliers in accordance with the terms of the contract;
- 3.2.5. Making recommendations for and processing requests for changes in the work and maintaining records of change orders;
- 3.2.6. Scheduling and conducting job meetings to ensure orderly progress of the work;
- 3.2.7. Developing and monitoring a project progress schedule, coordinating and expediting the work of all contractors, and providing periodic status reports to the owner and the architect and engineer;
- 3.2.8. Establishing and maintaining a cost control system and conducting meetings to review costs;
- 3.2.9. Performing general conditions of the construction contract as required by the District;
- 3.2.10. Contracting for, and actually performing, construction on the public improvement project; and
- 3.2.11. Contracting directly with subcontractors and suppliers.

4. **Initial Board Action.** Prior to engaging a CM@R, the Board must first

determine:

- 4.1. It is in the public interest to utilize the services of a CM@R; and
- 4.2. The CM@R's services would not unreasonably duplicate, and be in addition to, the normal scope of separate architect or engineer contracts.

5. **Qualifications-Based Selection Procedures.** Unless otherwise provided herein, the District's engagement of a CM@R must be pursuant to the solicitation and qualification-based request for proposals method of procurement as provided in this section 5.

5.1. **Advanced Publication.** This policy shall constitute the District's procedures for the solicitation and award of a CM@R contract. This policy shall be adopted and published prior to the District issuing any request for proposal (RFP) to enter into a CM@R contract.

5.2. **Qualifications.** Only qualified CM@Rs will be eligible to have their proposals accepted by the District. All interested CM@Rs must submit in their proposals evidence demonstrating the extent to which the CM@R satisfies the following standards and criteria:

- 5.2.1. The financial resources of the CM@R to complete the project;
- 5.2.2. The ability of the proposed personnel of the CM@R to perform;
- 5.2.3. The character, integrity, reputation, judgment, experience, and efficiency of the CM@R;
- 5.2.4. The quality of the CM@R's performance on previous projects;
- 5.2.5. The ability of the CM@R to perform within the time specified;
- 5.2.6. The previous and existing compliance of the CM@R with laws relating to the contract; and
- 5.2.7. Such other information as may be secured having a bearing on the selection.

- 5.3. **Notice of RFP.** The Notice of RFP will include information about how interested CM@R firms may obtain the complete RFP, which will include the instructions for preparing and submitting proposals. The District shall advertise the Notice of RFP as a legal notice in the District's appointed legal newspaper. The advertisement shall be printed at least twice, with the first publication at least ten days before the deadline for the submission of proposals. The first publication shall be in each official newspaper of the District, and the second publication may be in any legal newspaper of the state chosen by the District. If the District has no official newspaper, the first publication shall be made in a legal newspaper with general circulation in the jurisdiction of the District to be selected by the District. The advertisement shall state the time and place where the proposals will be opened or the deadline for the submission of proposals. In each notice, the District shall reserve the right to reject any or all proposals. The notice must include the approximate cost of the publication and a statement that the notice may be viewed free of charge on a statewide public notice website.
- 5.4. **Preparing and Submitting Proposals.** All interested CM@Rs must prepare and submit proposals in accordance with the specific details and instructions contained in the RFP. At a minimum, the proposals must include evidence demonstrating the extent to which the CM@R satisfies the qualifications standards and criteria described above. Proposals must also identify in writing any of the terms of the proposed CM@R agreement to which the proposer objects and/or seeks to amend.
- 5.5. **Request for Proposals (RFP).** Among other components, an RFP must include the following elements:
- 5.5.1. The identity of the District;
  - 5.5.2. A description of the proposed public improvement;
  - 5.5.3. A description of the qualifications the construction manager will be required to have as described above;
  - 5.5.4. The procedures to be followed for submitting proposals, the criteria for evaluation of a proposal and its relative weight, and procedures for making awards;
  - 5.5.5. The proposed terms and conditions for the construction management services contract, including a description of

the scope of services to be provided; and

5.5.6. All requirements for proposals.

- 5.6. **Evaluation of Proposals.** All proposals submitted will be reviewed by the board of education or its designee(s) and evaluated using the qualification standards describe above and the specific requirements stated in the RFP. The board or its designees may communicate with the CM@Rs, including but not necessarily limited to seeking clarifications or supplemental information from what was presented in the proposal. At the board's sole discretion, the board or its designee(s) may conduct interviews of one or more CM@Rs that have submitted proposals. At the end of the review process and any interviews, the board, in its sole discretion, will identify the CM@Rs that it deems are qualified (based on the standards above and the requirements of the RFP) and the number of CM@R firms with which it is interested in engaging in negotiations toward a potential CM@R contract, which determinations may be revisited at the board's option.
- 5.7. **Negotiations Between District and CM@Rs.** The board may authorize its administration or designee, in consultation with the District's legal counsel, to conduct the negotiations with one or more CM@Rs, if any. Nothing herein shall preclude the District from simultaneously negotiating with more than one CM@R provided that all CM@Rs with whom the District is negotiating must have been deemed qualified by the board. Ultimately, the terms of any actual CM@R contract are subject to the review and approval of the board of education.
- 5.8. **Confidential and Proprietary Information.** If the CM@R believes that any of the information that it is disclosing to the District throughout this process, whether in writing, orally, or otherwise, is confidential or proprietary information, then the CM@R shall identify in writing to the District the specific confidential or proprietary information and the basis for such confidentiality or proprietary nature. After receiving the identity of such information, the District will endeavor to avoid disclosing such information to the extent the District is permitted to do so under SDCL Ch. 1-27.
- 5.9. **Accepting Proposal and Awarding CM@R Contract.** If, through negotiations, the District and its preferred CM@R can reach acceptable terms on an updated proposal, then a CM@R contract will be updated and finalized to reflect as much. This proposed

contract should be, but is not necessarily required to be, signed by the successful CM@R. The board of education will typically consider accepting the proposal and entering into the CM@R contract at a duly noticed public meeting. If the board accepts the proposal and enters into the CM@R contract, it will provide written notice to the CM@R submitting the accepted proposal and simultaneously notify in writing the other CM@Rs that their proposals were not accepted. The board's action to approve the proposal and enter into the corresponding CM@R contract will constitute acceptance of the proposal and awarding of the CM@R contract. The decision to accept a proposal and enter into a CM@R contract, and the terms of each, are ultimately subject to the board of education's approval.

5.10. **Construction Bonds.** The CM@R must furnish payment and performance bonds for the public improvement project.

5.11. **Competitive Bidding the Work.** The CM@R must competitively bid all work to be performed under the CM@R contract as required by any statute governing bidding and bonding for public improvement projects.

5.12. **District Right to Reject Any or All Proposals.** The District reserves the right to reject any or all proposals submitted.

6. **Limited Exceptions to Qualifications-Based Selection Procedures.** Notwithstanding the foregoing, the District may engage a CM@R outside of the Qualifications-Based Selection Process described above in one of the following two circumstances:

6.1. **Emergency Procurement.** The District may award a contract to a CM@R on an emergency basis if rentals are not practicable and there exists a threat to public health, welfare, or safety or for other urgent and compelling reasons, and such emergency procurement must be made with such competition as is practicable under the circumstances. Failure to abide by the applicable bid provisions required by state law in a timely manner does not constitute an emergency. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

6.2. **No Bids Received.** If, after advertising for bids, no firm bids are received, then District may negotiate a contract with a CM@R for the purchase of the supplies, services, or public improvement projects at the most advantageous price, if the specifications of the



original bid or are met.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

### **3003.3 Design-Build Contracts**

The board may enter into design-build contracts in accordance with state law if doing so is in the best interest of the public in order to complete the public improvement.

**Requirements to Use Process.** This decision will be included on the agenda of a regular meeting and the meeting minutes will describe the rationale for using this process. The project must meet one of the following conditions for the District to utilize it:

- The project requires a design and construction timeline faster than the traditional bid process would allow;
- The complexity of the project requires close coordination of design and construction expertise or an extreme amount of coordination;
- The purchasing agency requires early cost commitments; or
- The project can be defined at an early stage and the purchasing agency is able to specify all requirements.

**Definitions.** For purposes of this policy:

- Design-Build Contract (DB Contract) means any contract between the District and a design-builder to furnish the architecture, engineering, and related services as required, and the labor, materials, and other construction services for a public improvement. A design-build contract may be conditioned upon future refinements in scope and price, and may permit the purchasing agency to make changes in the scope of the project without invalidating the design-build contract;
- Design-Builder means any person that proposes to design and construct a public improvement under state law;
- Performance-Criteria Developer (PCD) means any person and the person's subcontractors retained by the purchasing agency to develop performance criteria;
- Performance criteria means requirements for the public improvement, including as appropriate, capacity, durability, production standards, ingress and egress requirements, building code requirements, or other criteria for the intended use of the public improvement, expressed in performance-oriented specifications or drawings suitable to allow the design-builder to make a proposal;

- Proposal means any offer to enter into contract in response to a request for proposals;
- Request for Proposals (RFP) means any document, whether attached or incorporated by reference, utilized by the District when soliciting proposals for contracts for the procurement of supplies, services, or construction.
- Request for qualifications (RFQ) means the document or publication whereby a purchasing agency solicits interested design-builders to pre-qualify for a design-build contract;

**Qualifications for a PCD.** In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding may include:

- capabilities to perform,
- adequacy of personnel,
- past record and performance, and experience; and
- consideration of recent, current, and projected workloads;
- experience;
- equipment and facilities;
- promptness, and the quality of work previously done by applicant;
- suitability to the particular task;
- willingness to meet time and budget requirements;
- and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

**Procedure to select a PCD.** The District will employ a licensed engineer or architect as PCD when the project will be over 5,000 square feet. The PCD will not submit a proposal to enter into the DB Contract, and the DB may not delegate or contract services to the PCD.

To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to state law. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.

**Rules and Procedures for Selecting and Hiring a PCD.** The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by applicants regarding their qualifications, approach to

the project, ability to furnish the required service, and other factors identified above.

The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. The Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.

If the Board is unable to negotiate a satisfactory contract with any applicants, it may select another applicant and continue negotiations until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

**Prequalification of Design Builders.** The District, with the help of the PCD, shall prepare a request for qualifications and advertise it in accordance with state law as it would a public bid. The request for qualifications will include:

- The District's name;
- a description of the project;
- budget limits for the project;
- the requirements the DB must have; and
- the criteria and their relative weight for prequalification.
- the approximate cost of the publication; and
- that the notice may be viewed free of charge on a statewide public notice website.

Letters of qualifications shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for qualifications.

The District shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for qualifications and determine which proposals prequalify. Each prequalifying proposal will receive a request for proposal in accordance with this policy.

**Contents of RFPs.** The District, with the help of the PCD, shall prepare the RFP, which shall contain:

- The District's name and the identity of the performance criteria developer;
- the procedures to be followed for submitting proposals;
- the criteria for evaluation of a proposal and its relative weight;
- the procedures for making awards;
- the proposed terms and conditions for the design-build contract;

- the performance criteria, which shall include the following:
  - the District’s preliminary program of space needs and special requirements;
  - performance standards for materials and equipment; and
  - minimum system requirements and efficiencies;
- a description of the drawings, specifications, or other submittals to be submitted with the proposal, with guidance as to the form and level of completeness of the drawings, specifications, or submittals that is acceptable;
- a schedule for planned commencement and completion;
- budget limits;
- affirmative action, disadvantaged business, or set-aside goals or requirements for the design-build contract, if any;
- requirements for performance and payment bonds, and insurance;
- the compensation, if any, to be given to design-builders submitting proposals who are not awarded the project;
- whether project financing is in place;
- a schedule for payments to the design-builder;
- site identification and geotechnical information if the site is District provided;
- location of existing utilities and their capacity if the site is District provided;
- warranty and guarantee requirements; and
- other information the District chooses to require.

### **Preparing and Submitting Proposals.**

Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP. Proposals may be withdrawn at any time prior to acceptance. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

### **Evaluation of Proposals.**

The District may proceed to enter into a DB contract in accordance with state law. The PCD will review the proposals in accordance with the performance criteria. The PCD will determine whether a proposal is consistent with the performance criteria and issue a written decision to the Board if the proposal conforms to the performance criteria. The Board will evaluate the following factors when evaluating the proposals:

- (1) The financial resources of the design-builder to complete the project;
- (2) The ability of the proposed personnel of the design-builder to perform;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder;
- (4) The quality of performance on previous projects ;
- (5) The ability of the design-builder to perform within the time specified;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract; and
- (7) Such other information as may be secured having a bearing on the selection.

The Board will assign a relative weight of each of these factors, which must match those as described in the RFP.

**Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.** The Board may negotiate with those submitting proposals prior to accepting a proposal. These negotiations may encompass any terms provided for in the proposals and may take place amongst multiple offerors simultaneously. The District will make efforts to ensure the negotiation process remains confidential and will not share proprietary information between the offerors.

**Awarding DB Contracts.** The Board will determine there was adequate competition in the proposal process prior to awarding a contract. After this determination, the Board may accept in writing the proposal it considers most advantageous to the District. The Board will then give written notice to those who submitted rejected proposals of its decision, and will make available to the public the criteria scores for each proposal received. The PCD contract will terminate upon the award of the DB contract.

**Awarding Emergency DB Contracts.** The Board may award a DB contract without following the terms of this policy in accordance with state law in the event of an emergency.

**Protests Relating to the Solicitation or Execution of DB Contracts.** As it pertains to protests of Board action under this policy, the following definitions apply:

- Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
- Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

**Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- The name and address of the interested party;
- Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- A detailed statement of reasons for the protest;
- Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The District will proceed with the solicitation or with the award of the contract, unless the Superintendent determines that the protest is clearly meritorious or that delaying award of the contract will not prejudice the interests of the District.

**Resolving Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If

the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board as allowed by District policy.

Adopted on: July 10th, 2023

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

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



## **3004 General Purchasing and Procurement**

**Applicability of this policy.** Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the South Dakota Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds.

This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

**General Purchasing Policy.** The school district's budget will be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended. The acquisition of services, equipment and supplies will be centralized in the administration office under the supervision of the business manager who will 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.

**Building-Specific Purchasing.** School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

**Purchasing Procedures.** School personnel must secure the approval of an authorized administrator before making any purchases. Employees seeking reimbursement for a purchase made with their personal funds must:

- attach an itemized receipt or invoice to all requests for reimbursement;
- submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than the 5th of

every month. A non-itemized credit card receipt is not sufficient.

Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Credit Card Use Policy.

**Purchase Orders Required.** All purchases of goods and services made with district funds must be made on a properly executed purchase order or in accordance with other District policy. All purchases shall be initiated with a purchase order. Purchase orders are signed by either the superintendent or business manager.

**Large Purchases.** For purchases of more than \$50,000, the District will utilize the formal bidding process described in Policy 3003.

**Relations with Vendors.** All vendors will report to the district office or a building principal before contacting any staff member. Vendors may only contact staff members with permission from a building principal. The school shall not extend favoritism to any vendors.

No district employee may:

- make a purchase which violates state law, federal law, or district policy; or
- endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

**Supporting Local Vendors.** The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

**Milk Processors.** The district will award milk purchasing contracts to state-licensed processors if the state-licensed bid is equal to or within five percent or less of any other bidder who is not state-licensed.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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 South Dakota 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 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 South Dakota 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 South Dakota 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 South Dakota 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:

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

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

### **B. Time and Effort Procedures**

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

### **C. Fringe Benefits**

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

### **D. Leave**

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

### **E. Unexpected or Extraordinary Circumstances**

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

### **F. Documentation for Personnel Expenses**

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

## **VII. Other Contract Matters**

### **A. Required Terms**

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

## **B. Contracting with Certain Vendors and Buy American**

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.

**Buy American.** The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

## **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). The South Dakota Local Schools Records Retention and Destruction Schedule as approved by the South Dakota Bureau of Administration 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: July 10th, 2023  
Revised on: August 14th. 2023  
Reviewed on: \_\_\_\_\_

## **3004.2**

### **Reverse Auctions For Procuring Supplies**

The District may conduct online reverse auctions to procure supplies or nonprofessional services.

**Invitation to Qualify.** Prior to the auction, the District will pre-qualify bidders by inviting them to qualify for the auction. The factors the District will use to determine if a bidder is qualified will be stated in the invitation, and the District will not use any other factors to qualify bidders. The District will advertise the invitation to qualify as it would advertise for public improvements.

After receiving responses from potential bidders, the District will notify each bidder whether it qualifies for the auction. The District will not disclose the identities of bidders until after the reverse auction.

The District must clarify, negotiate, and accept all specifications and terms and conditions before inviting vendors to the auction.

**Auction Process.** Bidders will enter bids on the internet, and the District will not accept bids by any other method. The online auction may not disclose to the bidders who has placed a particular bid, but may only show the amount.

The District may suspend or terminate the auction for any reason. The District may establish an extension activation period, during which the district will extend the auction a certain number of minutes if a bid is received. This period must be at least ten minutes.

**Technical Issues.** If a bidder is unable to place bids during an auction for any reason, the District will suspend the auction until all bidders regain the ability to place bids via the internet auction site. The District may reschedule the auction if the problem cannot be resolved quickly. When the auction resumes, the time remaining will be the same as when the auction was suspended or ten minutes, whichever is greater.

**After the Auction.** The District may change specifications or terms and conditions after the auction only if the changes do not affect the reason a vendor was denied qualification. Once the auction is complete, the award will be made in accordance with district policy on public improvement contracts.

Adopted on: July 10th, 2023

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

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

## **3005 Custodial Funds**

The Board authorizes the establishment of a custodial account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

**Custodial Funds.** All funds of student organizations will be treated as custodial funds by the District. The Business Manager will supervise and assist in the execution of all disbursements made under these funds, but such supervision will not extend to administrative control over how funds are spent. The District will not maintain separate bank accounts for each custodial fund.

**Student Group Responsibility.** The student organization will be responsible for generating money for their respective fund. No district generated funds will be held in any custodial fund.

**Fund Expenditure Procedures.** All expenditures of custodial funds will be for the benefit of students. Each fund will follow these procedures:

- Each fund must have a written statement as to its purpose and allowable expenditures of funds as chosen by the student representatives.
- A minimum of two student representatives must give written approval of every expenditure under a fund.
- Each fund will have a staff advisor, who will be the point of contact between the business office and the student representatives.
- The staff advisor will review and approve only to ensure funds are not spent illegally.
- After advisor approval, each expenditure under a custodial fund must be submitted to the business manager with an itemization.

**Business Manager Procedures.** The business manager will receipt and deposit all money received by the activity into the custodial bank account. The business manager will disburse funds by check or ACH only. Disbursement will not be made without sufficient money in the account.

**Dormant Funds.** Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the student organization may choose. Funds left in a graduating class's account may be

transferred into any other school account at any time after graduation upon board approval.

**Deficits.** Any deficit in the activity fund shall be paid from the general fund.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

## **3006 Conflicts of Interest**

### **Conflicts**

No school official may have an interest in a contract nor receive a direct benefit from a contract in amount greater than five thousand dollars or multiple contracts in an amount greater than five thousand dollars with the same party within a twelve-month period to which school district is a party except as provided in this policy.

No school official may have an interest in the sale, proceeds, or profits of any book, apparatus, or furniture to be used in the district.

No teacher may serve as a board member.

### **Definitions**

A school official is any board member, employee, or authorized agent of the school district.

A school official has interest in a contract when the person, his or her spouse, or anyone the person lives with and shares assets:

- is employed by a party to any contract with the school district
- receives more than nominal compensation or reimbursement for actual expenses for serving on the board of directors of an entity deriving income or commission directly from the contract or acquires property under the contract.

A school official receives a direct benefit from a contract when the person, his or her spouse, or anyone the person lives with and shares assets:

- is a party to or intended beneficiary of any contract held by the district;
- has more than a five percent ownership interest in an entity party to any contract held by the district;
- acquires property under the contract; or
- will receive compensation, commission, promotion, or other monetary benefit directly attributable to any contract with the district.

### **Exceptions**

A school official does not derive a direct benefit from or have interest in a contract:

- based solely on the value associated with the person's publicly-traded investments or holdings, or the investments or holdings of any other person with whom the school official lives or commingles assets;
- by participating in a vote or a decision in which the person's only interest arises from an act of general application;
- based on the person receiving income as an employee or independent contractor of a party with whom the local service agency, school district, or cooperative education service unit has a contract, unless the person receives compensation or a promotion directly attributable to the contract, or unless the person is employed by the party as a board member, executive officer, or other person working for the party in an area related to the contract;
- if the contract is for the sale of goods or services, or for maintenance or repair services, in the regular course of business at a price at or below a price offered to all customers;
- if the contract is subject to a public bidding process;
- if the contract is with the official depository as set forth in South Dakota law;
- based solely on the person receiving nominal income or compensation, a per diem authorized by law or reimbursement for actual expenses incurred;
- if the contract or multiple contracts with the same party within a twelve-month period with whom the local service agency, school district, or cooperative education service unit contracts in an amount less than five thousand dollars.

### **Authorization by Board**

The district may authorize a school official to derive a direct benefit from a contract if it finds the terms of the contract are fair, reasonable, and not contrary to public interest, and the school official has provided full written disclosure to the district of:

- the person's role in the contract;
- the purpose or objective of the contract;
- the consideration or benefit conferred or agreed to be conferred upon each party; and



- the duration of the contract.

Any request for authorization under this policy and subsequent Board action regarding the request are public records and must be recorded in the minutes of the board meeting. Reauthorization of contracts extending into multiple fiscal years is not required.

No board member may vote upon or participate in a decision whether to authorize a contract in which the member derives a direct benefit.

### **Disclosure of Interests**

A school official who has an interest in a contract under this policy for less than \$5,000 shall still disclose the existence of a contract but board authorization is not required for the person to have an interest in the contract.

Disclosure of the interest shall be recorded in the meeting minutes. Disclosure shall also be made at the annual meeting if the contract extends into consecutive fiscal years.

A school official must make this disclosure before entering into the contract or within 45 days after entering into the contract.

Conflict disclosures must be submitted to the board president, superintendent, or business manager prior to the next scheduled meeting to be added to the agenda.

### **Consequences for Violations of Policy**

Pursuant to South Dakota law, any contract made which violates this policy is voidable by the school board, and any benefit a school official gains from such a contract is subject to forfeiture. Further, the violation of this policy may result in adverse employment action.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

**3006.1**  
**Conflicts Disclosure**

Name of the school official submitting the waiver: \_\_\_\_\_

The disclosure is for the purpose of notifying the school board of (please circle one):

An interest in a contract OR A direct benefit from a contract:

Identify the following:

- (1) All parties to the contract
  
- (2) The person's role in the contract
  
- (3) The purpose(s)/objective(s) of the contract
  
- (4) The consideration or benefit conferred or agreed to be conferred upon each party
  
- (5) The length of time of the contract
  
- (6) Any other relevant information

If the disclosure relates to the school official deriving a direct benefit from a contract, explain how the terms of the contract are fair, reasonable, and not contrary to the public interest such that authorization should be granted by the school board.

Signature of School Official: \_\_\_\_\_

**3006.2**  
**Board Action on Conflicts Disclosure**

Conflict of interest disclosure of a direct benefit, dated \_\_\_\_\_, was received from \_\_\_\_\_. This disclosure was considered by the \_\_\_\_\_ School Board during a meeting held on \_\_\_\_\_.

The request for authorization was denied because the terms of the contract were determined to not be fair and reasonable, and/or were contrary to the public interest.

The direct benefit from the contract was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest.

The direct benefit was authorized because the terms of the contract are fair and reasonable, and not contrary to the public interest such that a waiver should be granted, subject to the following conditions:

Signature of School Board President: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Upon school board approval of the official minutes of the meeting when the school board acted upon the above conflict of interest disclosure, a copy of the official minutes will be emailed to the auditor general and mailed to the attorney general.

**3007**  
**Grant Application Process**

The school district encourages teachers to apply for educational grants which benefit the students of the district. A teacher or staff member is required to receive authorization from the district's business manager prior to applying for any grant which:

- requires the use of the district's federal tax identification number;
- requires use of the school district's name;
- will be processed through the district's accounting system; or
- will result in the district receiving funds directly as a recipient of the grant.

If the grant application or award is subject to any of the above factors, the grant award will be under the complete control of the school district. Any property purchased with the grant award will remain the property of the school district and will not personally belong to the teacher who applied for the grant.

Adopted on: August 14th, 2023

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

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

**3008**  
**Gifts, Grants and Bequests**

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or business manager or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of \$15,000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: July 10th, 2023

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

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

**3009**  
**Audit**

The board of education shall cause an audit of all school accounts to be undertaken annually or as otherwise required by law.

Adopted on: July 10th, 2023

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

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

**3010  
Insurance**

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: July 10th, 2023

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

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

## **3011 Transportation**

The school district will provide transportation to eligible students of the district consistent with state law. Eligible students of the district include:

- Students who live within the district;
- Students who live outside the district, at the discretion of the Director of Transportation and the Superintendent; and
- Students who require transportation in order to receive a free, appropriate public education as required by state and federal law.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools or Principal as the initial points of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to board policy.

The district will provide transportation to tuition or out of state students in accordance with the contractual and tuition provisions, if any.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

Adopted on: July 10th, 2023

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. Families may apply for free or reduced-price school meals any time during the school year by submitting an application to the school district. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

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

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

The district's policy on charged meals is:

Families will be notified when their student(s) account has \$40 remaining. Two weeks will be given to get the account current. If the balance is zero or has unpaid charges, no seconds or extra milk will be allowed. After the balance reaches zero a letter, email, and phone call will be made as 2nd reminder.

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.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

**3013**  
**Emergency Closings**

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when the superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Adopted on: July 10th, 2023

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

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

## **3014 Use of School Property**

### **Use of Specific Facilities by Application and Agreement**

The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: wellness center, track, gymnasium, and baseball field. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.

These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

### **General Facilities Use Guidelines**

- School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
- Any individual or group charging for services needs approval by administration in advance. Only activities that would enhance the health, talents and well being of students and district patrons will be considered. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
- Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
- Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.

- The rental fees for school facilities shall be set by the board.
- Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

### **Definitions**

- "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- "Superintendent" shall mean the superintendent of schools or his/her designee.

### **Use of School Property by Student Groups**

Curriculum-related and Extracurricular student groups:

- Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.

- The district shall bear any costs associated with use by these groups (e.g., the fee paid to a cook or a custodian required to be in attendance).
- Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.

#### Non-curriculum related student groups:

- Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
- Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
- These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
- Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.
- Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
- Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
  - The facility use will occur during non-instructional time.
  - The district has facilities available to accommodate the group.
  - The use is voluntary and for the general benefit of the student participants.
  - The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

## **Use of Facilities by Non-student Groups**

- The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.
  - Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

## **Denial of Access**

- The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
- Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
- The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school

premises.

- Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

### **Proof of Insurance**

- When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to the district.
- The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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



**3016**  
**Use of Tobacco Products**

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Adopted on: July 10th, 2023

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

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

**3017**  
**Press Releases**

Only individuals who have prior administrative approval may issue press releases regarding school-related activities and events. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: July 10th, 2023

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

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

### **3018**

## **Denying Access to School Premises or Activities**

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

- Disrupts the educational environment;
- Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
- Is unreasonably boisterous;
- Engages in violence, force, coercion, threats, intimidation, or similar conduct;
- Causes or attempts to cause damage to school property or to the property of any student or school employee;
- Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
- Uses vulgar, profane, or demeaning language;
- Uses fighting words; or
- Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: July 10th, 2023

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

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

## **3019 Sale or Disposal of School Property**

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district.

If the board determines that property shall be sold, the board will conduct an appraisal prior to placing the property for sale. The appraisal may be accomplished by three property owners in the District or by a licensed appraiser. If the property is valued at less than \$500, the District can dispose of the property however it finds appropriate. If the value is over that amount, the District will solicit bids as described in this policy.

### **Advertising**

The District will publish notice of the sale twice in its designated newspaper. The first notice must be at least ten days out from the opening of the bids. The notice must describe

- the property to be sold;
- when the bids will be opened;
- and whether the bids will be opened in a regular board meeting or in front of a designated official prior to a regular board meeting.

### **Bid Opening.**

Bids must be sealed and filed with the Business Manager. The District may reject all bids if it so chooses, but it must select the highest bid if any bid is to be chosen. If no bids are received, the District may have the surplus property reappraised or may sell the property at private sale for not less than ninety percent of the appraised value without further publication or appraisal. This sale must take place within twelve months of the date of the bid opening.

If the property to be sold was created as a result of the District's educational program, the District may accept the highest bid or it may reject all bids and may sell the property at private sale without further publication.

### **Public Auction**

The District can choose to sell property at public auction in lieu of sealed bids. The District must advertise the auction as it would for a bid opening. Board members or district administrators may only purchase the property if the

public auction option is used.

**Sale Proceeds**

Sale proceeds can be deposited into the District's general fund, the capital outlay, or any other fund where the property was previously inventoried.

Adopted on: July 10th, 2023

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

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

## **3020 Copyright Compliance**

**Restrictions on Use and Permission.** Copyrighted works such as print, audio, video, software, applications, and other documents or media ("works") may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

**Distribution of Copyright Compliance Materials.** The district will make information available to staff and students which describes and promotes compliance with copyright laws.

**Course Materials Subject to Copyright Protection.** The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

**Copies for Individuals with Disabilities.** This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

**Removal of Unauthorized Copyrighted Works.** Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district's

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

**Violations by Students and Staff.** Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: July 10th, 2023

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

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



**3021**  
**Operation of School Business Office**

The central office of the school district shall generally be open for business from 9:00 a.m. to 5:00 p.m. every weekday except for Federal and school calendar holidays. The office shall not be open on days when school is canceled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: July 10th, 2023

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

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

## **3022 Volunteers**

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

- Volunteers must provide the district with directory information including their name, address, and telephone number.
  
- Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
  
- The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
  
- Volunteers shall not perform duties for which they are unqualified.
  
- Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: July 10th, 2023

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

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

## **3023 Record Management and Retention**

The school district will comply with all state and federal record retention requirements. These requirements apply to both physical and digital records. The district will refer to the Records Retention and Destruction Schedule Manual promulgated by the Bureau of Administration Records Management Program in determining the proper treatment, retention, or destruction of records.

### **Special Rules Related to Electronic Forms of Communication.**

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under state or federal law may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertains to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district's data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of 60 days from the date the electronic communication is created.

**Student Records.** The retention of student records is also governed by the board's policy on student records.

**Records Regarding Pending or Threatened Litigation.** When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Adopted on: July 10th, 2023

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

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

## 3024

### **Booster Clubs and Parent-Teacher Organizations**

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (1) The Supporting Entity should legally establish itself as a Nonprofit Organization.
- (2) The Supporting Entity should require that
  - i. all checks written out of the Supporting Entity's checking account contain two signatures;
  - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
  - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: July 10th, 2023

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

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

**3025**  
**Returned and Outstanding Checks**

**Returned Checks.** Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a \$30.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

**Outstanding Checks.** The business manager will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the business manager to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: July 10th, 2023

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

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

**3026  
Handbooks**

The school district’s handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district’s handbooks creates a “contract” between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: July 10th, 2023

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

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



## **3027**

### **Resolution of Conflicts Between Parents Over School Issues**

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

#### **Obtaining Records and Conferring with Teachers**

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

#### **Accessing a Child at School/Picking Up a Child**

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: July 10th, 2023

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

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

**3028**  
**Sex Offenders**

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

Adopted on: July 10th, 2023

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

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

**3029**  
**Distribution of Flyers Advertising Non-School Organization**  
**Activities**

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district may distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: July 10th, 2023

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

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

**3030**  
**Automatic External Defibrillator (AED) Program**

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

**Volunteer Responders**

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: July 10th, 2023

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

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

## **3032**

### **Copying Fees for School District Records**

Requests for copies of school district records shall be subject to applicable copying fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first \_\_\_ copies; \_\_\_ cents for each copied page thereafter.
- Computer data printouts: No charge for the first \_\_\_ pages; \_\_\_ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- The actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first hour of searching, identifying, physically redacting, or copying records, but fees may be charged after the first hour.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first \_\_\_ copies; \_\_\_ cents for each copied page thereafter.
- Computer data printouts: No charge for the first \_\_\_ pages; \_\_\_ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Estimates.** The school district shall provide a requestor an estimate of cost when a request is reasonably likely to involve a fee in excess of fifty dollars. The requestor must then confirm in writing his or her acceptance of the cost estimate and agreement to pay.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: July 10th, 2023

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

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

**3033**  
**Lending Textbooks to Eligible Children**

The school district shall make textbooks available to all children age five through nineteen who reside within the district, are enrolled in a public or nonpublic school within the district, or are engaged in a course of instruction pursuant to state law within the district. Textbooks are any instructional materials approved by the board that constitute the principal source of teaching and learning for a given course of study including print and digital materials, but not including computer hardware.

Adopted on: July 10th, 2023

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

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

**3034**  
**Capitalization and Inventories**

The board directs the business manager or their designee to account for capital expenditures and maintain inventory records as follows:

Capitalization of an item shall occur when the item is recorded as a fixed asset on the balance sheet rather than a consumable expense. Capitalization thresholds for capital assets and leases are:

Capital Asset and Lease Type	Capitalization Threshold
Land	All
Improvements	\$15,000.00
Building	\$50,000.00
Machinery and Equipment	\$5,000.00
Food Service Machinery and Equipment	\$1,000.00
Lease	\$50,000.00

The business manager or their designee shall require designated school employees to inventory any school district property in their custody with a useful life of greater than one year and purchase cost in excess of \$1,000.

Each designated employee will create two copies of his or her inventory. The employee must submit one copy to the business office by June 30 annually and must retain the other copy in his or her records.

Adopted on: August 14, 2023

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

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



### 3035

#### Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. The following is the administrative chain of command working from the lowest level on the chain upward.

<b>Student Discipline:</b>	1. Classroom Teacher 2. Principal 3. Superintendent
<b>Instruction or Curriculum:</b>	1. Teacher 2. Principal 3. Superintendent
<b>Transportation:</b>	1. Bus Driver 2. Principal 3. Superintendent
<b>Facilities, Grounds, or Maintenance:</b>	1. Custodial staff 2. Principal 3. Superintendent
<b>Policy or Handbook:</b>	1. Principal 2. Superintendent
<b>Athletics:</b>	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
<b>Personnel:</b>	1. Employee in question 2. Principal 3. Superintendent
<b>All Other Matters</b>	1. Building Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members

directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at <https://www.rosholt.k12.sd.us>.

Adopted on: July 10th, 2023

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

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

## 3036

### Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board shall determine the type of purchasing card or cards to be used in the program and shall contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee.

**Unauthorized Purchases.** In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Authorized Users.** The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

**Documentation.** Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Employees shall maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall

reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

**Reward Points or Rebates.** Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

**Purchase Review Procedures.** The superintendent, or his or her designee shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: July 10th, 2023

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

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

## **3037 Petty Cash**

The high school office and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

**Fund Custodians.** The amount of each fund will not exceed \$200. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

High School Office:       Administrative Assistant, in conjunction with the  
Business Manager  
District Office:           Business Manager

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

**Documentation.** All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

**Unauthorized Purchases.** In no event shall the petty cash fund be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Purchase Review Procedures.** The superintendent, or his or her designee, and the school district business manager shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

**Reconciliation and Closeout.** Each petty cash fund will be reconciled by the school district business manager and closed out at the end of the fiscal year (June 30<sup>th</sup>). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meeting as determined by the board.

Adopted on: July 10th, 2023

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

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

## 3039

### **Threat Assessment and Response**

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### **1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

#### **2. Threat Assessment Team**

The threat assessment team (team) shall consist of administration, counselor and local law enforcement. The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

#### **3. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the

target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

#### **4. Communication with the Public about Reported Threats**

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

Adopted on: July 10th, 2023

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

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



**3040**  
**School Safety and Security**

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

**I. General Safety and Security**

**a. Access to School Facilities**

- i. The school's facilities may not be used for funeral or memorial services during the school day.

**b. Memorials**

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials are generally not allowed anywhere on school premises.
- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
  - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
  - b. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- iii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

**II. Building Principals' Duties Related to Safety and Security**

**a. Visitor Protocol**

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

Adopted on: July 10th, 2023

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

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

**3041**  
**Disaster Plan and Drills**

The superintendent shall ensure that a written plan is prepared that addresses the safety of pupils and provides for regular fire, tornado, and other disaster drills. The Superintendent will ensure at least two fire exit drills per semester for all students. This plan shall be filed in the office of the superintendent along with a record showing the dates and times of safety drills conducted.

Adopted on: July 10th, 2023

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

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

## **3045 Use of Sniffer Dogs**

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

### **Protocol for Use of Sniffer Dogs**

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer

dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

### **Notice to Students and Staff**

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: July 10th, 2023

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

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

## **3046 Animals at Schools**

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

### **II. SERVICE ANIMALS**

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.



**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

### **III. THERAPY ANIMALS**

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

**Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: July 10th, 2023

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

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

**3047**  
**Data Breach Response**

**I. Preparation**

A breach of system security is the unauthorized acquisition of unencrypted computerized data or encrypted computerized data and the encryption key by any person that materially compromises the security, confidentiality, or integrity of personal or protected information maintained by the information holder. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

**A. Data Governance**

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

**B. New Devices and Software**

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

**II. Incident Response Plan**

**A. Assessment and Investigation**

1. If the District becomes aware of a breach of system security it will make every reasonable effort to remedy the cause of the breach as soon as possible.

2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal or protected information has been or will be acquired by an unauthorized person.
3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

**B. Notification to Affected Individuals**

1. If the investigation determines that the unauthorized acquisition of personal or protected information has occurred or is reasonably likely to occur, the district shall give notice to the affected South Dakota resident(s) as required by law.

**C. Notification of Law Enforcement and Outside Organizations**

1. Notice of any breach of system security will be provided to the South Dakota Attorney General's office as required by law.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

**III. Former Employees**

When an employee terminates their employment with the District, whether through resignation or termination by the District, the District's Technology Coordinator will ensure all of the former employee's password and access information is changed as soon as practicable. Any physical hardware or other technology belonging to the District must be returned by the employee immediately or the District may pursue criminal action against the employee.

Adopted on: July 10th, 2023

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

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

## **3048 Communicable Disease**

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

**Communicable Diseases.** Communicable diseases are those defined by the South Dakota Department of Health.

**School Attendance and Participation in School Sponsored Activities.** A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. In addition, participation in South Dakota High School Activities Association (SDHSAA) events will be subject to its rules and procedures, if any.

**Infection and Exposure Control Procedures/Universal Precautions.** The district will monitor the information available through the Federal Centers for Disease Control, the South Dakota Department of Health, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

**Confidentiality.** The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure.

**Reporting.** Any student or staff who learns that an individual has a communicable disease will report it to the superintendent, building principal or school nurse. Failure to report may result in disciplinary action in accordance with state and federal law.

Adopted on: July 10th, 2023

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

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



**3049**  
**Drones and Unmanned Aircraft**

Drones, Unmanned Aircraft Systems, and any other such vehicles (“drones”), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

- In compliance with this policy and all other district policies;
- Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
- Under the direct supervision of an individual fully trained and skilled in the system’s operation;
- By an individual with the requisite skill and training to safely operate the drone; and
- Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: July 10th, 2023

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

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

## **3050 Technology in the Classroom**

The district desires to use technology in a way that aids in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

### **Devices**

Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device.

All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use. Any classroom recordings made by a staff member will be made pursuant to district policy.

### **Assistive Technology**

Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively creates or transmits audio or video recordings must have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

## **Applications, Generally**

The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

## **District Applications**

The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

## **Staff-Selected Applications**

Staff are permitted to select applications for use in the classroom. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: July 10th, 2023

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

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

## **3051 Opioid Overdose Prevention and Response**

The district may maintain an opioid antagonist in its schools. Pursuant to South Dakota law the board will permit trained school staff to administer the opioid antagonist to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer the opioid antagonist. School representatives will not administer opioid antagonist under the following circumstances:

- An opioid antagonist is not available during the overdose emergency;
- There is no individual available who is qualified to administer an opioid antagonist; or
- School representatives are uncertain as to whether an opioid overdose is occurring.

**Procurement and Storage.** The administration, in consultation with the school's online nurse, will make the necessary arrangements to obtain opioid antagonists. The opioid antagonist will be stored unlocked in the high school office. The administration, in consultation with the school's online nurse, will reorder opioid antagonists.

**Training Requirement.** No district employee may administer an opioid antagonist without the training required by this policy. The training must cover:

- (1) Symptoms of an opiate overdose;
- (2) Protocols and procedures for administering an opioid antagonist;
- (3) Symptoms of adverse responses to an opioid antagonist;
- (4) Protocols and procedures for stabilizing the patient if an adverse response occurs; and
- (5) Procedures for transporting, storing, and securing an opioid antagonist.

Adopted on: July 10th, 2023

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

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

## **3052 Leasing Personal Property**

### **I. Leases of Personal Property by the District**

#### **A. Applicability of this policy.**

Leases of personal property using any federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the South Dakota Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

#### **B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax

exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$10,000, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

## **II. Lease of District-Owned Personal Property to Others**

If the Superintendent determines that any personal property is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 30 years. The Superintendent is authorized to determine the terms and

conditions of the lease of this district-owned personal property, provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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

## **3053 Nondiscrimination**

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to military reservists and National Guard members called to active duty



The Boy Scouts of America Equal Access Act - prohibits discrimination against groups that wish to access district facilities

The South Dakota Human Relations Act – prohibits discrimination on the basis of race, color, creed, religion, sex, ancestry, disability or national origin

The Equal Pay Act of South Dakota – prohibits discriminatory wage practices based on sex

Veterans Preference Law (SDCL § 3-3-1 *et seq.*) tipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

Adopted on: July 10th, 2023

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

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

**3054**  
**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates Roberts County Sheriff's Department to act as the district's Law Enforcement Unit.

**Authority of the Law Enforcement Unit.** The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

**Records of the Law Enforcement Unit.** All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: July 10th, 2023

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

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

## **3055 Medical Cannabis**

The District will allow individuals to consume medical marijuana in accordance with the law and this policy.

**Designated Caregiver** is a person who is at least 21 years old who has agreed to assist with a student's medical use of cannabis. No person can act as a designated caregiver if they have been convicted of a felony.

**Medical Cannabis** is cannabis in a non-smokable form.

**Registry Identification Card** is a document issued or recognized by the South Dakota Department of Health that identifies a person as a registered qualifying patient or registered designated caregiver.

**Student Cardholder** is a student who possesses a valid registry identification card.

**Required Notice and Documentation.** The District will allow a designated caregiver to administer medical cannabis to a student at school or during a school-sponsored activity only after the caregiver does the following:

- Notifies the District of their intent to administer medical cannabis to a student; and
- Submits the following documentation:
  - A physician's written and signed certification which states the recommended dosage, frequency or time of administration and length of time between dosages;
  - Present the student's and designated caregiver's registry identification cards for the District's records. The District will maintain a copy of both cards;
  - A written statement releasing the District and personnel and volunteers of the school district from any and all liability, except in cases of willful or wanton conduct or reckless disregard of the criteria of the treatment plan;
  - A written acknowledgment that no District personnel are required to administer medical cannabis.

**Self-Administration Forbidden.** No student, regardless of age, may possess or self-administer medical cannabis at school or during a school activity. A student who has reached the age of 18 must still comply with all notice and documentation requirements of this policy, and must still have a designated caregiver administer medical cannabis at school or during a school activity.

**Change in Status.** A parent or guardian of a student must provide written notice to the District if:

- The student's designated caregiver changes;
- The student no longer has a debilitating medical condition as defined by state law regarding medical cannabis; or
- The student's registry identification card is void, expired, or revoked.

This notice must be provided within ten calendar days of the change. Failure to provide such notice may result in the District refusing to continue to allow administration of medical cannabis.

**Discipline.** Any student in possession of or under the influence of cannabis inconsistent with this policy is subject to discipline in accordance with District policy.

**Safety of Others.** The District may choose to disallow students from participation in various educational tasks or school activities if the student's usage of medical cannabis could put the student or others in an unsafe environment or the student's usage causes disruption to the educational environment.

**Caregiver Administration.** District personnel will not administer medical cannabis to student cardholders. Upon providing all required notice and documentation as required by this policy, a designated caregiver may possess and administer to a student cardholder on or in school property or at a school-sponsored activity. District personnel who are also parents, guardians, or individuals in legal control of a student eligible for administration of medical cannabis must comply with all aspects of this policy to serve as a designated caregiver.

To ensure such administration does not create a disruption to the District's educational environment, each caregiver will meet with District administration or relevant education team to create a written administration plan for time, place and frequency of administration. This plan must be formulated prior to the designated caregiver's administration of medical cannabis.

After each administration, the designated caregiver will remove any remaining medical cannabis from the District, any property being used by the District, or the school activity.

**Staff Usage of Medical Cannabis.** All District personnel are subject to the District's policy regarding the maintenance of a drug-free workplace. Any District employee may be subject to discipline for the ingestion of cannabis at school or for performing their duties while under the influence of cannabis, in accordance with state and federal law. This policy in no way alleviates the requirements of District policy regarding drivers.

**Usage by District Guests and Patrons.** Any person on school grounds or attending a school activity will not be allowed to be under the influence of cannabis or to use medical cannabis in such a way that it causes a disruption to the educational environment. Failure to comply with this policy may result in exclusion from school grounds or activities, in accordance with state and federal law.

Adopted on: July 10th, 2023

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

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

## **3056 Guest Speakers**

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

**Classroom or School-Sponsored Activity Guest Speakers.** Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least      days prior to the proposed appearance.
3. Prepare students in advance for the experience.
4. Remain with the speaker and students to facilitate and monitor the discussion.
5. Provide appropriate follow-up activities and education.

**Assembly Speakers.** Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least      days prior to the proposed appearance and the speaker submitted materials upon receipt.

**Other Requirements.** The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: July 10th, 2023  
Revised on: August 14th, 2023  
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), which means violence committed by a person—
  - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 2.6.4.2.1. The length of the relationship.
    - 2.6.4.2.2. The type of relationship.
    - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
  - 2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

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

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

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

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

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

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

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

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

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

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

**4.1. Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the

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

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

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

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on

administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

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

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

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

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

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

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

**5.1.4. Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive

training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

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

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

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

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

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

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

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

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



5.2.1.1. A copy of this policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

interviews, or other meetings, with sufficient time for the party to prepare to participate;

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

## 5.6. **Determination Regarding Responsibility**

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

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

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

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

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

5.6.3.3. Findings of fact supporting the determination;

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

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

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

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the

district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

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

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

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

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

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

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

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

5.7.3. As to all appeals, the district will:

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

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

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

- 5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- 5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- 5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

## 5.9. **Recordkeeping.**

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



maintain a website then the district will make these materials available upon request for inspection by members of the public.

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

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

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

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

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

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical

education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34

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

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

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

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

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

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name

or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

Adopted on: July 10th, 2023

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

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

## **3058 Audio and Video Recording**

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

**Secret Recordings.** No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Violation of this policy may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to

termination for classified staff and cancellation of contract for certificated staff.

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: July 10th, 2023

Revised on: August 14th, 2023

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