

Regular Board of Education Meeting

Monday, August 12, 2024 6:00 PM

Gering High School - Freshmen Academy Wing
1500 U Street
Gering, NE 69341



Minutes

1. **GPS Board of Education Information**
2. **Opening Procedures**
 - 2.1. Call to Order
Absent: B.J. Peters, **Present:** Brian Copsey, Josh Lacy, John Maser, Greg Trautman, Tracy Wiese.
The meeting was called to order at 6:03 p.m. by President Brian Copsey.
 - 2.2. Roll Call
 - 2.3. Pledge of Allegiance
 - 2.4. Open Meetings Act
3. **Consent Agenda**
 - 3.1. Minutes from the previous month's board meeting(s)
 - 3.2. Board Policy Adoption
 - 3.2.i. First Reading of Board Policies
 - 3.2.i.1. **504.24 TITLE IX NONDISCRIMINATION**
 - 3.2.ii. Second Reading of Board Policies
 - 3.2.ii.1. **201.2 BOARD MEMBERSHIP-ELECTIONS AND APPOINTMENTS**
 - 3.2.ii.2. **204.7 MEETING NOTICE**
 - 3.2.ii.3. **206.2 BOARD ASSOCIATION MEMBERSHIP**
 - 3.2.ii.4. **402.3 EMPLOYEE CONFLICT OF INTEREST**
 - 3.2.ii.5. **409.1 CERTIFIED EMPLOYEE PROFESSIONAL DEVELOPMENT**
 - 3.2.ii.6. **502.2 NONRESIDENT STUDENTS/OPTION ENROLLMENT**

- 3.2.ii.7. **502.3 ENTRANCE ADMISSIONS**
- 3.2.ii.8. **503.4 ADDRESSING BARRIERS TO ATTENDANCE**
- 3.2.ii.9. **504.3 STUDENT CONDUCT**
- 3.2.ii.10. **504.6 STUDENT APPEARANCE**
- 3.2.ii.11. **607.10 - CLASSROOM ENVIRONMENT**
- 3.2.ii.12. **611.2 STUDENT PROMOTION, RETENTION, OR ACCELARATION**
- 3.2.ii.13. **611.7 GRADUATION REQUIREMENTS**
- 3.2.ii.14. **1003 PUBLIC EXAMINATION OF SCHOOL**

3.3. Board Items

- 3.3.i. Appointment of BJ Peters as Board President and Greg Trautman as Vice President for the remainder of the 2024 calendar year.

3.4. Personnel Items

- 3.4.i. Certified Staff Contract(s)
 - 3.4.i.1. **Kali Ritterbush**- 1st Grade Teacher @ Northfield
 - 3.4.i.2. **Tonya Castle**- 2nd Grade Teacher @ Northfield

- 3.4.ii. Certified Staff Resignation(s)

4. **2024 Summer Sun, Food, and Fun Day Camp- Presentation by Kyla Walker and Trevcor Teichrob**

5. ***** Hold Public Hearing to discuss, consider, and receive input on the following policies: 504.20 - Bullying Preventions and 1005.03 - Parental Family Involvement.*****

Hearing opened by Brian Copsey at 6:15 p.m.

Hearing closed by Brian Copsey at 6:16 p.m.

6. **Reports & Discussions**

6.1. Board Committee Report: Curriculum & Personnel

John Maser reported Speech Language Pathologist position needs filled. It has been opened since March 2024. Eluma will be working with our students due to the position not being filled. Option enrollment numbers are trending for GPS. Discussed the levy remaining at 1.05 and the budget resolution. Just a reminder that tax payer dollars goes to salaries and the operations of the district. Anything extracurricular such as professional development or camps provided by GPS the district uses federal grants to fund these expenses.

6.2. Board Committee Report: Business & Facilities

Greg Trautman reported A/P listing was accurate and we are currently under budget for all funds. The new preschool construction house is almost complete. The new agreement with Munoz construction is listed on an action item tonight to be approved to partner with Gering Public Schools for the 24-25 school year. Munoz construction will build a new house and use the high school students from the construction program to help build it. D'Angelo Murrillo was promoted to Maintenance Manager and Curt will be working on administrative work. Eluma is also on the agenda to work with students who are in need of SLP services. The Dana Cole auditing firm has sent an engagement letter to perform the 23-24 audit.

6.3. Superintendent's Report

It was an Olympic opening to the all staff meeting today!

Celebrations: 78 campers, 76% received tuition coverage based on subsidy or scholarships; over 100 meals/day provided; All Gering Camp Staff are Gering employers

Celebrations: Northfield Preschool Ribbon Cutting Sept 3 at 5:30 p.m.

Three Principles to launch our 2024-2025 school year: Work Hard, Support your teammates/colleagues, make a difference everyday
We are going to Celebrate the Hard.

Dr. Shernan Holtan-Chief of the Blood and Marrow transplant Service at Rosewell Park Cancer Center in Buffalo NY, was our Gering alum speaker today. Her speech today was our greatest innovations come from within ourselves.

Casey Molifua (Mah Lif Yu Wa): Our Leadership First Team Mantra: We become What we Believe and our Principles; Work Hard, Support your colleagues, Make a difference every day.

Breakout Sessions: Jennifer Sibal completed a training on Canva-the new trend of presentations

Kory Knight-New automated/cloud based staff appraisal

Julie Siebke-Student Services

Stacy-Facilities and Finance Forecast

Ended the day with a Middle School Panel with Dr. Regan:
Aubree Boswell, Will Houstoun, Caleb Hernandez, Nikki Le

Immensely proud of this team here tonight:

This is the hardest job we will ever love and I am confident starting the school year with such pride and humbleness to work with such an amazing hard working team. Continuing this school year, we will drive high standards, a clear vision and a moral courage to do what is right and best for our students. Gering Public Schools is such a special place, and I am confident in the direction we are headed for this school year.

7. **Public Comments**

8. **Action Items**

- 8.1. Discuss, consider, and take action regarding the approval of policy numbers 504.20-Bullying Prevention and 1005.03-Parental Family Involvement.
- 8.2. Discuss, consider, and take action regarding the approval of the 24-25 school year agreement between eLuma (Speech Services) and Gering Public Schools.
- 8.3. Discuss, consider, and take action regarding the approval of the 2024-25 Construction Trade Agreement between Munoz Construction and Gering Public Schools.
- 8.4. Discuss, consider, and take action regarding the approval of Dana F. Cole & Company performing the 2024-25 school year audit.
- 8.5. Discuss, consider, and take action regarding the amendment to the 2024-25 Gering Middle School Handbook updated Personal Electronic Device (PED) language.
- 8.6. Discuss, consider, and take action regarding the approval of the Resolution for Staff Training.

9. **Board Comments**

John Maser- Exciting time of year. Everyone works hard to make this happen. Keep Jackson family in everyone's prayers.

Josh Lacy-Thank you to everyone. Keep the fight going in the right direction. Summer camp is very impressive.

Tracy Weise- Look forward to the school year. I no longer have kiddos in the school district. I love seeing the kids come back to school.

Greg Trautman- My kids actually miss school. Kids are loved here at GPS. Our students miss the "Belonging" they have within our district. Our staff is truly making a difference in students' lives.

Brian Copsey- Thanked BOE for taking time. Our kids have been impacted by the teachers at GPS and want to come back after graduation. Employing alum is a very exciting thing. Everyone is making an impact.

- 9.1. Tentative Upcoming Board Meeting/Event Dates

10. **Adjourn**

The meeting was adjourned at 6:51 p.m.

Regular Board of Education Meeting

Monday, July 8, 2024 6:00 PM

Gering High School - Freshmen Academy Wing
1500 U Street
Gering, NE 69341



Minutes

1. GPS Board of Education Information

2. Opening Procedures

2.1. Call to Order

President, Brian Copsey, called this meeting to order at 6:00 pm.

2.2. Roll Call

Absent: Josh Lacy, Tracy Wiese, **Present:** Brian Copsey, John Maser, B.J. Peters, Greg Trautman.

2.3. Pledge of Allegiance

2.4. Open Meetings Act

3. Consent Agenda

A motion to approve the Consent Agenda was presented by B.J. Peters, seconded by John Maser. After voting, motion Passed.

Josh Lacy: Absent, Tracy Wiese: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**

3.1. Minutes from the previous month's board meeting(s)

3.2. Approval of Claims/Bills

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.i.1. **201.2 BOARD MEMBERSHIP-ELECTIONS AND APPOINTMENT**

3.3.i.2. **204.7 MEETING NOTICE**

3.3.i.3. **204.12 PUBLIC PARTICIPATION IN BOARD MEETINGS**

3.3.i.4. **206.2 BOARD ASSOCIATION MEMBERSHIP**

3.3.i.5. **402.3 EMPLOYEE CONFLICT OF INTEREST**

3.3.i.6. **409.1 CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT**

3.3.i.7. **502.2 NONRESIDENT STUDENTS/OPTION ENROLLMENT**

3.3.i.8. **502.3 ENTRANCE ADMISSIONS**

3.3.i.9. **503.4 ADDRESSING BARRIERS TO ATTENDANCE**

3.3.i.10. **504.3 STUDENT CONDUCT**

3.3.i.11. **504.6 STUDENT APPERANCE**

3.3.i.12. **607.10 CLASSROOM ENVIRONMENT**

3.3.i.13. **611.2 STUDENT PROMOTION, RETENTION, OR ACCELERATION**

3.3.i.14. **611.7 GRADUATION REQUIREMENTS**

3.3.i.15. **802.5 FREE AND REDUCED COST MEALS ELGIBILITTY AND MEAL CHARGES**

3.3.i.16. **1003 PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS**

3.3.ii. Second Reading of Board Policies

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s)

3.4.ii.1. **Alynn Peters- 2nd Grade Teacher @ Northfield Elementary**

3.4.ii.2. **Paul North- Social Studies Teacher @ GHS**

4. Reports & Discussions

4.1. Board Committee Report: Curriculum & Personnel
No Curriculum Meeting for the month of June.

4.2. Board Committee Report: Business & Facilities
Business Meeting was held in Omaha, NE, as the Admin. Team was at the HumanEx Leadership Conference.

Brian Copsey-I am so glad I was able to make the trip to tour a few schools at the eastern end of the state. We were able to tour Westview HS, Saddle Brook Elem and Westside Middle School.

4.3. Superintendent's Report

Dr. Regan- I would like to welcome Mrs. Julie Siebke as our new Director of Student Services.

HumanEx Leadership Conference: Call to action on leveraging our competitive advantage, leading by principles, leveraging our vision, having moral courage....everyone leads-water the plants and let them grow.

As leaders, we have the hardest jobs we will ever love: Purpose, Mission, and Belonging.

We have less than 1 month until District Opening Activities begin on August 5.

We have completed our school facility tours this summer-President Copsey will present out. I am so grateful with the outstanding hospitality of the districts and JEO Architects for organizing the visits.

A special note of gratitude to our Central Office Staff, as summer is not a break in the district. The team is doing outstanding work communicating and preparing for the staff of the 24-25 school year.

5. Public Comments

6. Action Items

6.1. Discuss, consider, and take action regarding the approval of the 2024-25 school-year Interlocal Cooperation Agreement for School Resource Officer.

A motion to approve the 24-25 school year Interlocal Cooperation Agreement for School Resource Officer. was presented by Greg Trautman, seconded by B.J. Peters. After voting, motion Passed.

Josh Lacy: Absent, Tracy Wiese: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**

6.2. Discuss, consider, and take regarding the approval of the 9% classified paraprofessional category salary increase, effective August 1, 2024.

A motion to approve the 9% classified salary increase was presented by John Maser, seconded by Greg Trautman. After voting, motion Passed.

Josh Lacy: Absent, Tracy Wiese: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**

6.3. Discuss, consider, and take action regarding the approval of the 2.4% classified category (non para) salary increase, effective August 1, 2024.

A motion to approve the 2.4% classified (non para) salary increase was presented by Greg Trautman, seconded by John Maser. After voting, motion Passed.

Josh Lacy: Absent, Tracy Wiese: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**

7. Board Comments

Greg Trautman- It is no longer the 4th of July, and school is right around the corner. I look forward to hearing about the facility visits, and value educators' eyes as well as their input. Teachers are always "Teaching" as I've seen it 1st hand in the district.

John Maser- I appreciate the board members and staff members who were able to make the trip to visit the schools in eastern Nebraska. I also wanted to mention that our High School Boys Basketball team is in California attending a camp, and this is a really cool experience for our student athletes.

BJ Peters-My wife has ended her 40-year career with the district this year. We were so grateful to have family home to celebrate her. She is truly a gift and has a special way of connecting with the kids. I am so proud of her! She was such an asset to the district. She is ready to enjoy her retirement with her family.

Brian Copsey-I want staff, students, and the community to feel free to as us any questions regarding the tours we took at the schools in eastern Nebraska. The team that attended the tours took in the experience and took advantage of the opportunity to visit these schools. I appreciate the invitation to attend the tours, and look forward to seeing what we can provide for our community. Thank you to the entire staff at GPS.

7.1. Tentative Upcoming Board Meeting/Event Dates

8. Adjourn

This meeting was adjourned at 6:23 pm

POLICY 205.2
GERING PUBLIC SCHOOLS
GERING, NE

POLICY ADOPTION

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference: Neb. Statute 79-520 (Class III)
 79-521 (Class IV)
 79-522 (Class V)
 79-523 (Class VI)
 79-526
 84-712 et seq.
 NDE Rule 10.004.01A1

Cross Reference: 201.1 Board Powers and Responsibilities

TITLE IX NONDISCRIMINATION

Statement of Policy

This district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admissions and employment. The board appoints _____ as the district's Title IX Coordinator. The Title IX Coordinator is the district's employee who coordinates the district's efforts to comply with its responsibilities under Title IX. In the event the Title IX coordinator is unavailable or is the respondent to a complaint, an alternate coordinator should instead be directed to receive complaints and act as the coordinator.

General Obligations under Title IX

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district, as required by law. Sex discrimination includes but is not limited to creating a hostile environment on the basis of sex.

The district also prohibits intimidation, threats, coercion, or discrimination against any person by the district, a student, or an employee or other person authorized by the district to provide aid, benefit, or service under the district's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate (except as an employee) in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

If the district has knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, it must respond promptly and effectively. The district is required by law to address sex-based discrimination even if it occurs off of school grounds, as long as it is conduct that is subject to the district's disciplinary authority. The district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct contributing to the hostile environment occurred outside the district's program or activity.

Giving Notice of Title IX Policy

The superintendent must create and distribute a Notice of Nondiscrimination in the form and circumstances required by the Title IX regulations, including how to find this policy including its Title IX grievance procedures, and contact information for Title IX Coordinator. The district will provide such notice to students, parents/guardians/other

Approved _____ Reviewed _____ Revised _____

student legal representatives, employees, applicants for admission and employment, unions and professional organizations with collective bargaining or other professional agreements with the district. Notice will be as required by law.

Title IX Coordinator duties are as prescribed in the Title IX regulations and may be delegated to another employee or a third party, but the board-named Title IX Coordinator must be an employee and will maintain ultimate administrative oversight of the district's Title IX compliance efforts.

The Title IX Coordinator monitors the district's education program or activity for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX and take steps reasonably calculated to address such barriers.

Investigation and Reporting Forms Under This Policy

For complaints of sex-based discrimination, harassment or retaliation by an individual:

<u>Form</u>	<u>Completed By</u>
504.24E2 – initial report of sex discrimination	Complainant
504.24E3 – title IX coordinators intake report	Title IX Coordinator
504.24E4 – informal resolution procedures	Title IX Coordinator
504.24E5 – determination of sex-based harassment	Title IX Coordinator
504.24E6 – notice of dismissal of complaint	Title IX Coordinator
504.24E7 – appeal of dismissal or appeal of determination	Complainant
504.24E9 – decision of appeal of dismissal	Title IX Coordinator

For complaints Title IX discrimination in the district's programs or activities:

<u>Form</u>	<u>Completed By</u>
504.24E2 – initial report of sex discrimination	Complainant
504.24E3 – title IX coordinators intake report	Title IX Coordinator
504.24E4 – informal resolution procedures	Title IX Coordinator
504.24E8 – notice of initiation of grievance procedure	Title IX Coordinator
504.24E5 – determination of sex-based harassment	Title IX Coordinator
504.24E6 – notice of dismissal of complaint	Title IX Coordinator
504.24E7 – appeal of dismissal or appeal of determination	Complainant
504.24E10 – decision on appeal of grievance outcome	Title IX Coordinator

Definitions

As used in this policy:

Complaint is an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. The Title IX Coordinator's knowledge of

the existence of a complainant requires a district response but does not itself constitute a complaint as used in this grievance procedure.

Complainant is a student, employee, or persons other than students or employees who were participating or attempting to participate in the district's program or activity, alleged to have been subjected to conduct that could constitute sex discrimination under Title IX.

Respondent is a person who is alleged to have violated the district's prohibition on sex discrimination.

Consent in this policy means willingly allowing conduct to occur but an individual may be incapable of providing consent to sexual conduct or activity due to circumstances resulting from age, disability, lack of information, incapacity or other causes. Since neither verbal nor physical resistance to the conduct is required to show lack of consent, the decisionmaker will consider the full circumstances when determining whether consent occurred. Consent, if given, may also be withdrawn at any time.

Sex-based harassment, which is prohibited by Title IX and is a form of sex discrimination, means "sexual harassment and other harassment on the basis of sex" that is: (1) quid pro quo harassment, (2) hostile environment harassment, or (3) a specific offense as identified in Title IX regulations.

Quid pro quo harassment occurs when "an employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly condition[s] the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct."

Hostile environment harassment involves "unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment)." It is a fact-specific inquiry to determine whether a hostile environment has been created, and the following factors may be considered in making such a determination:

- The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the recipient's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the recipient's education program or activity.

Sexual Assault may be defined as a forcible or non-forcible offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Forcible Sex Offenses may include fondling, rape, sexual assault with an object, and sodomy.
- Non-forcible Sex Offenses include incest and statutory rape.

Dating Violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner.

Domestic Violence refers to crimes committed by a current or former spouse under the laws of that jurisdiction where the victim is or has cohabited with the perpetrator, has a child together with the perpetrator, or the perpetrator commits violence against a youth or adult of that household under the domestic violence laws of that jurisdiction.

Stalking is the intentional conduct of following, harassing, or interfering with a specific individual to cause fear or emotional distress.

Retaliation

1. Retaliatory actions include, but are not limited to, acts of intimidation, threats, coercion or discrimination against those who:
 - a. Make complaints of illegal discrimination or harassment.
 - b. Report illegal discrimination or harassment.
 - c. Participate in an investigation, formal proceeding or informal resolution, whether conducted internally or outside the district, concerning illegal discrimination or harassment.
2. Aiding, abetting, inciting, compelling or coercing illegal discrimination, harassment or retaliatory actions.
3. Discrimination, harassment or retaliation against any person because of such person's association with a person protected from discrimination or harassment in accordance with this policy and law.

Staff Obligation to Report Sex Discrimination to Title IX Coordinator

All employees are required to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination. However, an employee who is personally subjected to conduct that reasonably may constitute sex discrimination is encouraged to report such conduct to the Title IX Coordinator, but is not required by this policy to report if no other person within the district's program or activity (including any student) is adversely affected by that conduct, and the conduct is not required to be reported by another policy or law. If a student alleges sexual misconduct on the part of any district employee to any person employed by the district,

that person will immediately report the allegation to local law enforcement or DHHS in accordance with district policy.

Law Enforcement Reporting

Regardless of the Title IX Complaint process, school employees are still required to follow state law and district policies requiring reporting to law enforcement, social services agencies, or other relevant agencies. In cases where a report has been made that concerns conduct that also triggers the district's Title IX obligations, the Title IX Coordinator is directed to coordinate the investigation with law enforcement agencies, social services agencies, and related services agencies. The district may implement supportive measures or an emergency removal as appropriate. The district may extend the timeframes for the investigation and processing of a grievance if necessary due to a concurrent investigation by law enforcement or social services.

Permitted Emergency Exclusion Upon Complaint of Sex Discrimination

In consultation with the Title IX Coordinator, district administrators may remove a complaint respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

This provision does not preclude the district from placing any employee on administrative leave.

Special Education /Section 504 Overlap

If a complainant or respondent is a student with a disability, the Title IX Coordinator must consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under Section 504, if any, to determine how to comply with federal law requirements throughout the district's implementation of grievance procedures and/or supportive measures.

Additional Prohibited Behavior

Behavior that is not unlawful or does not rise to the level of Title IX discrimination, harassment or retaliation on the basis of sex might still be unacceptable for the workplace or the educational environment. The district encourages students, employees and the public to report such behavior so that it can be promptly addressed whether under this policy or policy 504.18 Harassment.

Confidentiality and Records

To the extent permitted by law and in accordance with board policy, the district will keep confidential the identity of the person filing a grievance and any grievance or other document that is generated or received pertaining to grievances. Information may be disclosed if necessary to further the investigation, appeal or resolution of a grievance, or if necessary to carry out interim or disciplinary measures. The district will disclose information to the district's attorney, law enforcement, social services agencies, and others when necessary to enforce this policy or when required by law. In implementing this policy, the district will comply with state and federal laws regarding the confidentiality of student and employee records. Information regarding any resulting employee or student disciplinary action will be maintained and released in the same manner as any other disciplinary record. The district will keep any documentation created in investigating the complaint including, but not limited to, documentation considered when making any conclusions and as advised by the district's attorney.

All Other Reports

Unless the concern is otherwise voluntarily resolved, all persons must report incidents that might constitute discrimination, harassment or retaliation directly to the Title IX Coordinator. All district employees will instruct all persons seeking to file a grievance to communicate directly with the Title IX Coordinator. Even if the suspected victim of discrimination, harassment or retaliation does not file a grievance, district employees are required to report to the Title IX Coordinator any observations, rumors or other information about actions prohibited by this policy. If a person refuses or is unable to submit a written complaint, the Title IX Coordinator will summarize the verbal complaint in writing. A grievance is not needed for the district to act upon finding a violation of law, district policy or district expectations.

Students, employees and others may attempt to resolve minor issues by addressing concerns directly to the person alleged to have violated this policy, but they are not expected or required to do so. Any attempts to voluntarily resolve a grievance will not delay the investigation once a report has been made to the district.

Even if a grievance under this policy is not directly filed, if the Title IX Coordinator otherwise learns about possible discrimination, harassment or retaliation, including violence, the district will conduct a prompt, impartial, adequate, reliable and thorough investigation to determine whether unlawful conduct occurred and will implement the appropriate interim measures if necessary.

If sex-based harassment is observed or alleged in a student behavior, the administrator must consult the Title IX coordinator prior to imposing discipline. Administrators will report all incidents as directed in the "Reporting" section of this policy and will direct the parent/guardian and student to the Title IX Coordinator for further assistance. In cases not

being handled under this policy, the Title IX Coordinator may determine that the incident has been appropriately addressed or recommend additional action.

Title IX Grievance Procedures

The superintendent or designee will adopt, publish and implement grievance procedures consistent with Title IX regulations that provide for the prompt and equitable resolution of complaints alleging any action that would be prohibited by Title IX. The grievance procedures must treat complainants and respondents equitably. The Title IX Coordinator coordinates implementation of the grievance procedure.

The Title IX Coordinator may also serve as the investigator and/or decisionmaker under the district's grievance procedures.

The grievance procedure may, at the discretion of the superintendent or designee, include provisions for Informal Resolution of some complaints in accordance with Title IX regulations.

Any employee or any other person authorized by the district to provide any aid, benefit, or service under the district's education program or activity must participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing under this policy.

When the Title IX Coordinator is Made Aware of Possible Sex-based Discrimination

When the Title IX Coordinator is notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations, the Title IX Coordinator will:

1. Treat the complainant and respondent equitably.
2. Offer and coordinate supportive measures as appropriate for the complainant. In addition, if the grievance procedure has been initiated or if the district has offered an informal resolution process to the respondent, the Title IX Coordinator will also offer and coordinate supportive measures as appropriate for the respondent;
3. Notify the complainant of the grievance procedures and the informal resolution process, if offered.
4. In response to a complaint, initiate the grievance procedures or the informal resolution process; and
5. Regardless of whether a complaint is initiated, take other appropriate prompt and effective steps, in addition to steps necessary to effectuate the remedies provided to an individual complainant, if any, to ensure that sex discrimination does not continue or recur within the recipient's education program or activity.
6. The Title IX Coordinator is not required to comply with (1) through (5) of this section upon being notified of conduct that may constitute sex discrimination if the Title IX Coordinator reasonably determines that the conduct as alleged could not constitute sex discrimination under Title IX or this part.

How a Complaint is Made about District Programs or Activities

The Title IX Coordinator's knowledge of the existence of a complainant requires a district response but does not itself constitute a complaint as used in this grievance procedure. A complaint is made by an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations.

Persons Making a Complaint

The following people have a right to make a "complaint" of sex discrimination in the program or activity of the district:

- Any student or employee the district;
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;
- Any person other than a student or employee who was participating or attempting to participate in the district's education program or activity at the time of the alleged sex discrimination.
- The Title IX Coordinator.

Limitation on Complaints of Sex-Based Harassment including Hostile Environment: A person is entitled to make a complaint of sex-based harassment (a sub-category of sex discrimination) including a sex-based hostile environment, only if : they themselves are alleged to have been subjected to the sex-based harassment, they have a legal right to act on behalf of such person, or the Title IX Coordinator initiates a complaint in accordance with law.

District-Initiated Complaints. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Title IX Coordinator may initiate a complaint of sex discrimination if they determine that the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or that the conduct as alleged prevents the district from ensuring equal access on the basis of sex to its education program or activity .

To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with initiation of a complaint;
- The complainant's reasonable safety concerns regarding initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

Complaint Consolidation

The district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Complaints Concerning District Policy or Practice

Not all complaints of sex discrimination involve active participation by complainants and respondents, including those alleging that the recipient's own policies and procedures discriminate based on sex. When a sex discrimination complaint alleges that the district's own policy or practice discriminates on the basis of sex, the district is not considered a "respondent" for procedural purposes. However, the district must fully implement and follow those parts of the grievance procedures that do apply to such complaints and complainants, including when responding to a complaint alleging that the recipient's policy or practice discriminates on the basis of sex.

For a complaint alleging that an individual engaged in sex discrimination based on actions the individual took in accordance with the recipient's policy or practice, the district must treat the individual as a respondent and comply with the requirements in these grievance procedures that apply to respondents. This is because such complaints may involve factual questions regarding whether the individual was, in fact, following the recipient's policy or practice, what actions the individual took, and whether the individual could be subject to disciplinary sanctions depending on these facts. To the extent an individual was following the recipient's policy or practice, the district has flexibility to determine whether the original complaint must be amended to be a complaint against the district itself or whether this determination can be made based on the original complaint against the individual.

Notice of a Complaint

When the district's grievance procedures are initiated the Title IX Coordinator or designee must provide notice of the allegations to the parties whose identifies are known.

The notice must include:

- These grievance procedures
- The informal resolution process, if available and appropriate.
- Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited; and
- The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the district provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

If, in the course of an investigation, the Title IX Coordinator or designee decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the Title IX Coordinator or designee will notify the parties of the additional allegations.

Dismissal of a Complaint

The Title IX Coordinator or designee may dismiss a complaint of sex discrimination if, after making reasonable efforts to clarify the allegations with the complainant:

- The district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the district's education program or activity and is not employed by the district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- The Title IX Coordinator or designee determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX.

When a complaint is dismissed, the Title IX Coordinator will, at a minimum:

- Notify the complainant of the dismissal, the basis for the dismissal and the process for appealing the dismissal.
- If the dismissal occurs after the respondent has been notified of the allegations, notify the respondent of the dismissal, the basis for the dismissal and that the dismissal may be appealed promptly following notification to the complainant, or simultaneously if notification is in writing.

- Offer supportive measures to the complainant as appropriate;
- If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the district's education program or activity.

Dismissal on these grounds does not prevent the application of any other district policy that applies to the alleged conduct or referral of the alleged conduct to appropriate administrators.

Appeal of Dismissal of Complaint

Dismissals may be appealed on the following bases:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee will:

- Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- Implement appeal procedures equally for the parties;
- Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
- Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
- Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the parties of the result of the appeal and the rationale for the result.

Investigation of the Complaint by the District

The district will provide for adequate, reliable, and impartial investigation of complaints. The burden is on the district—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. Any employee or any other person authorized by the district to provide aid, benefit, or service under the district's education program or activity to must, upon request by the Title IX Coordinator, an investigator, or a decisionmaker, participate as a witness in, or otherwise assist with, an investigation or proceeding under Policy 504.24 including these grievance procedures.

The district presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

The district will objectively evaluate all evidence that is relevant and not otherwise impermissible including both inculpatory and exculpatory evidence.

Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

The district will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible.

The district will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The district will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, or an accurate description of the evidence, in the following manner:

- If the district provides a description of the evidence, the district will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
- The district will provide a reasonable opportunity for either party to respond to the evidence or the description of the evidence; and
- The district will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Evidentiary Exclusions

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the district to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- Evidence that is protected under a legal privilege, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the district obtains that

- party's or witness's voluntary, written consent for use in its grievance procedures;
and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless it is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

Confidentiality and Privacy

The district will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures.

The district must not disclose personally identifiable information obtained in the course of complying with Title IX, except in the following circumstances:

- When the district has obtained prior written consent from a person with the legal right to consent to the disclosure;
- When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
- To carry out the purposes of Title IX, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the district's education program or activity;
- As required by Federal law, Federal regulations, or the terms and conditions of a Federal award, including a grant award or other funding agreement; or
- To the extent such disclosures are not otherwise in conflict with Title IX, when required by State or local law or when permitted under FERPA.

Investigatory Questioning of the Parties and Witnesses:

The grievance decisionmaker will question parties and witnesses to adequately assess their credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. Where the investigator has interviewed a party or witness and the investigator is also serving as the grievance decisionmaker, credibility evaluation is inherent in the process of conducting the interview. In situations where credibility determinations are required from a grievance decisionmaker who did not interview a party or witness, the Title IX Coordinator will facilitate an opportunity for the

decisionmaker to conduct an interview as part of the grievance decisionmaker's process of engaging with the evidence resulting from the investigation.

Making the Determination Whether Sex Discrimination Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the grievance decisionmaker will:

- Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. If the decisionmaker is not persuaded by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.
- Notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal;
- If sex discrimination occurred, identify recommended discipline for the respondent for sex discrimination prohibited by Title IX ;
- Promptly transmit the grievance record and the determination to the Title IX Coordinator if the Title IX Coordinator did not serve as the decisionmaker.

If Sex Discrimination Occurred, How Does the District Respond?

When the respondent is found to have violated the prohibition on sex discrimination under Policy 504.24, the Title IX Coordinator will, as appropriate:

- Coordinate the provision and implementation of remedies, provided to restore or preserve equal access to the district's education program or activity when limited or denied by sex discrimination;
- Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
- Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the district's education program or activity.
- Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and
- Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

Appeal of Grievance Process Outcomes

Appropriate supportive measures managed by the Title IX Coordinator will continue during all appeals.

Within 5 days after the decisionmaker makes a final decision at the conclusion of the grievance process, the complainant or the respondent, or both, may appeal the decision to

the superintendent or designee by notifying the Title IX Coordinator in writing. The superintendent or designee will complete a written decision on the appeal within 10 days. The decision will be provided to the Title IX Coordinator, complainant, and respondent within 5 days of the decision.

If the determination that sex discrimination occurred is affirmed, reversed, or modified on appeal, the grievance returns to the Title IX Coordinator and the superintendent or designee to implement or modify the appropriate remedies, disciplinary sanctions, and other prompt and effective district steps to ensure that sex discrimination does not continue or recur.

Remedies When Sex Discrimination Occurred

After the district determines that sex discrimination occurred, the district may provide remedies, as appropriate, to a complainant or any other person the district identifies as having had their equal access to the district's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the district's education program or activity.

Supportive Measures

The district will provide supportive measures through its Title IX Coordinator, to complainants as appropriate and, if a complaint has been filed, to the respondent as appropriate.

For complaints of sex-based harassment, these supportive measures may include individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or

Provide support during the recipient's grievance procedures or during an informal resolution process.

Supportive measures may vary depending on what the district deems to be reasonably available. These measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

The district may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or the district may continue them beyond that point.

For allegations of sex discrimination other than sex-based harassment or retaliation, the district may provide supportive measures, but is not required to alter the alleged discriminatory conduct during the grievance process.

Confidentiality of Supportive Measures

The district must not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception to this policy's prohibition on disclosures of personally identifiable information applies.

Review of Supportive Measures Decisions

Upon request, the Title IX Coordinator will designate an appropriate and impartial employee to review the modification or reversal of the district's decision to provide, deny, modify, or terminate supportive measures. The reviewing employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision. The district must also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

Disciplinary Sanctions

Administrators should consult with the Title IX Coordinator about potential disciplinary responses to the conduct that is alleged to be in violation of the prohibition on sex discrimination. The district is not permitted to impose disciplinary sanctions upon a respondent to a complaint for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the district's grievance process that the respondent engaged in prohibited sex discrimination. Appropriate supportive measures may be employed during the grievance process and an emergency removal may occur when necessary.

Overlapping Discrimination Claims and this Procedure

To the extent the underlying facts and legal questions in a complaint handled under the Title IX grievance process overlap with and pertain to compliance by the district with another law or regulation concerning discrimination under Policy 504.18, the evidence and findings of the Title IX grievance process may be used for both purposes, in the discretion of the Title IX Coordinator and, if not the same person, the district's Policy 504.18 Compliance Officer.

Timelines for the Grievance Process

The timelines shown in this policy are the ones approved by the board and are not statutory but are intended to establish expectations for being “prompt” in resolving Title IX matters in most cases. The board may choose to modify those timelines within the following ranges:

- Arriving at the decision whether to investigate or dismiss a sex discrimination complaint, 1 to 15 days.
- Conducting the investigation, 1 to 30 days.
- Making a determination on the complaint, 1 to 30 days.
- Conducting and deciding an appeal, 1 to 20 days.

Training Requirements

The Title IX Coordinator must ensure that all employees are trained promptly upon hiring or change of position, and annually afterwards, on the district’s obligations to address sex discrimination, the scope of conduct that constitutes sex discrimination, and reporting requirements. All training received by district personnel should be documented.

In addition to the annual training, any investigator, decisionmaker, facilitator of informal resolutions, and any person otherwise responsible for implementing the District’s grievance procedures or who has the authority to modify or terminate supportive measures, must each receive additional training as required by law.

The Title IX Coordinator and any designees must receive the level of advanced training required by Title IX, and any other training necessary to coordinate the District’s compliance with Title IX.

The district must make all materials it uses for required Title IX training available upon request for inspection by members of the public.

Recordkeeping

The district must maintain for a period of at least seven years:

For each complaint of sex discrimination, records documenting the informal resolution process under or the grievance procedures and the resulting outcome.

For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including notifications by employees, and records documenting the actions the district took to meet its obligations to respond promptly and effectively.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.

Education Amend. of 1972, Title IX; 20 USC 1681 et seq.
Exec. Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.15 Staff Conduct with Students
403.02 Child Abuse Reporting
403.03 Abuse of Students by School District Employees
404.06 Harassment by Employees
405.00 Employee Conduct and Appearance
501.00 Objectives for Equal Educ. Opportunities for Students
504.03 Student Conduct
504.14 Hazing, Initiation, Secret Societies or Gang Activity
504.18 Harassment by Students
504.20 Bullying Prevention
504.21 Dating Violence Prevention
505.03 Suspension and Expulsion of Students
612.05 Individualized Education Program
612.10 Procedural Safeguards

DISTRICT NOTICE OF NONDISCRIMINATION ON THE BASIS OF SEX

The notice forms are as follows, with the current district contact information and website links included at the time of use. In general, use the full statement below:

- [NAME OF DISTRICT] does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.
- Inquiries about Title IX may be referred to the district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both.
- The district's Title IX Coordinator is [name or title, office address, email address, and telephone number].
- The district's nondiscrimination policy (Policy 504.24) including its grievance procedures can be located, [include link to location(s) on website or otherwise describe location(s)] or obtained by contacting the Title IX Coordinator.
- To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

If necessary due to the format or size of any publication, use the following statement:

[NAME OF DISTRICT] prohibits sex discrimination in any education program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at [insert website address].

Title IX requires the district to provide a notice of nondiscrimination to students; parents, guardians, or other authorized legal representatives of elementary school and secondary school students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the district. The district must prominently place this notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to persons entitled to, or which are otherwise used in connection with the recruitment of students or employees.

INITIAL REPORT OF SEX DISCRIMINATION
(Including But Not Limited To Sex-Based Harassment)

IF SEX DISCRIMINATION HAPPENED TO YOU (OR YOUR CHILD):

Anyone who believes they have been a victim of sex-based discrimination may initiate a report using this form; may bypass this form and contact the Title IX coordinator directly for assistance; or may make a report by any other means that will result in the Title IX coordinator receiving the report.

IF YOU ARE REPORTING SEX DISCRIMINATION THAT HAPPENED TO SOMEONE ELSE: It is understood that the basis of an initial report may be either direct or indirect knowledge or reasonable suspicion drawn from the circumstances and warranting further inquiry. District employees are required, and all other persons are strongly encouraged, to assist the district's Title IX coordinator by promptly supplying as much of the following information as possible, using this form, when making a report of sexual-based discrimination including sex-based harassment. If you are not a district employee, you may instead directly contact the Title IX coordinator via any of the contact methods provided, but the Title IX coordinator will want the same information as is requested on this form.

Retaliation Prohibited

The district, its employees and other people are prohibited from intimidating, threatening, coercing or discriminating against you for filing this report. Please contact the Title IX coordinator immediately if you believe retaliation has occurred.

Confidentiality

The district will keep this report confidential as allowed by law. However, it may be necessary to disclose information contained in this report in order to investigate the alleged conduct and administer appropriate responses and remedies. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

REPORT

To: Title IX Coordinator Date of Report: _____

Person Making Report

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): Student Employee Volunteer Visitor
Other (Explain): _____

Relationship to Incident (circle at least one): Complainant Complainant's Parent/Guardian
Witness Other Person with Knowledge (explain): _____

Alleged Victim(s) (if someone other than an alleged victim is making the report)

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): Student Employee Volunteer Visitor
Other (Explain): _____

Relationship with the Alleged Perpetrator (Respondent):* _____

*If the District itself allegedly engaged sex-based discrimination, use "District" when identifying the respondent on this form, and include (if applicable) the specific school, program, or activity in which the alleged sex discrimination occurred or is occurring.

Please provide the contact information requested above for each additional alleged victim of the sex discrimination (attach additional sheets if necessary): _____

Respondent(s) (Alleged Perpetrators)

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): Student Employee Volunteer Visitor

Other (Explain): _____

Relationship with the Victim: _____

Please provide the contact information requested above for each additional respondent (attach additional sheets if necessary): _____

Conduct – Please describe the conduct and/or circumstances prompting this report (attach additional sheets with all of the information if necessary): _____

Information Regarding Respondent – Please provide as much information as you can about the person(s) involved: _____

Witnesses – If other persons observed some or all of the conduct that may constitutes sexual harassment or discrimination or can otherwise provide information useful for an investigation, please provide their names, descriptions and/or contact information: _____

Any Other Persons with Information – Please provide the names, descriptions and/or contact information of any person not listed above but likely to have information regarding or verifying these claims, including other persons you have discussed this report with: _____

Other Reports – To your knowledge, has this conduct been reported to the police, the Children's Division of the Missouri Department of Social Services or to any other agency? If so, please provide the name of any police agency contacted and provide to the Title IX coordinator a copy of the report or complaint filed, if any: _____

Other Evidence – If you have documents, pictures, texts, e-mails, video or other types of evidence that support your allegations, please provide copies of them with this report or describe them below and provide them to the Title IX coordinator: _____

Safety – Do you have concerns regarding the safety of the alleged victim, perpetrator or any other person? If so, please explain: _____

Acknowledgment of Reporter

I have read this report form thoroughly and have answered all questions in good faith. I understand that I may contact the Title IX coordinator if I have any questions about the reporting process or policy ACA in general.

Reporter's Signature Date

Reporter's Printed Name:

District Receipt of Report

This report form was received by the Title IX coordinator on _____ [date].

Title IX Coordinator's Signature Date

Title IX Coordinator's Printed Name:

TITLE IX COORDINATOR'S SEX DISCRIMINATION COMPLAINT INTAKE FORM

The purpose of this form is to assist the Title IX coordinator in determining, in cooperation with the person making the report, whether the behavior constitutes sex discrimination under Title IX or a violation of other laws or the district's code of conduct.

Retaliation Prohibited

The district, its employees and other people are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX coordinator immediately if you believe retaliation has occurred.

Confidentiality

The district will keep this report confidential as allowed by law. However, it may be necessary to disclose information contained in this report in order to investigate the conduct and administer an appropriate response and remedies. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX coordinator.

_____ Title IX coordinator to initial here after discussing with the reporter during intake.

Date of Report: _____

Person Making the Report

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): Student Employee Volunteer Visitor

Other (Explain): _____

Relationship to Incident (circle at least one): Complainant Complainant's Parent/Guardian
Witness Other Person with Knowledge (explain): _____

Person(s) subjected to sex discrimination (if different than Person Making Report)

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): Student Employee Volunteer Visitor
Other (Explain): _____

Relationship with the Alleged Perpetrator (Respondent): _____

Please provide the contact information requested above for each additional person subjected to discrimination (attach additional sheets if necessary): _____

Respondent(s) (Person / Entity Alleged to have discriminated on the basis of sex)

Name: _____

Address: _____

Phone(s): _____

Email: _____

Relationship with District (circle at least one): District Student Employee Volunteer
Visitor

Other (Explain): _____

Relationship with the Complainant: _____

Any Information Regarding Respondent – Provide other relevant information about the person(s) involved in the alleged sexual harassment and their relationship with the complainant: _____

Witnesses – Provide names, descriptions and/or contact information of persons believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or the circumstances: _____

Other Persons with Information – Provide names, descriptions and/or contact information of any other person with information regarding or verifying these claims, including other persons with whom the conduct has been discussed: _____

Other Evidence – Description of documents, pictures, texts, emails, video, physical objects or other types of evidence relevant to the allegations, as provided to the Title IX coordinator: _____

Resolution – In your opinion as the complainant, what actions should the district take to address or resolve the conduct? Please note that the district is not obligated to follow your recommendations but is interested in your opinion. _____

Safety – List any concerns regarding the safety of the complainant, respondent or any other person: _____

Supportive Measures – List supportive measures discussed or offered: _____

Other Reports – If the conduct has been reported to the police, social service agencies, or any other agency, provide the name of any agency contacted: _____

Title IX Coordinator's Designation of Report
(To be Completed by Title IX Coordinator)

After consultation, this report is designated as:

- A report giving the district knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity sex discrimination under Title IX (or associated retaliation) prohibited in policy 504.24 (check all that apply):
 - A “quid pro quo harassment” because it alleges conditioning the provision of an aid, benefit or service of the district on an individual's participation in unwelcome sexual conduct;
 - Subjected to a hostile environment on the basis of sex;
 - One of the “Specific Offenses” listed in the Title IX regulations;
 - Other exclusion, on the basis of sex, from participation in, or being denied the benefits of, or being otherwise subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

OR

- NOT a report giving the district knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity sex discrimination under Title IX (or associated retaliation) prohibited in policy 504.24. If applicable, indicate that the allegations instead reported a concern of:

- A complaint of illegal discrimination and/or harassment or associated retaliation prohibited in policy 504.18, but not sex discrimination.

A report of potential misconduct in the district's program or activity, but not misconduct on the basis of sex. (explain): _____

And, therefore:

- The reported conduct will be referred for district response in accordance with the provisions of the applicable policy; or

- No further action is being taken on the reported conduct at this time.

I made the foregoing determinations on _____ [date] and in accordance with policy 504.24.

Title IX Coordinator's Signature

Date

Title IX Coordinator's Printed Name: _____

Upon making the foregoing disposition, a copy of this completed form is being provided to the reporter.

INFORMAL RESOLUTION PROCEDURES

The Title IX Coordinator or designee may offer the parties an informal resolution process as an alternative to the more formal Title IX grievance procedure at any time prior to the completion of the formal grievance procedure, but is not required to do so. However, the informal resolution process cannot be used when the complaint includes allegations that an employee engaged in sex-based harassment of a student or the process would conflict with the requirements of law. Further, the Title IX Coordinator or designee will not offer this process if the alleged conduct would present a future risk of harm to others. Even if the information resolution process is used, the Title IX Coordinator is responsible for taking appropriate, prompt and effective steps to ensure that sex discrimination does not occur in the district's programs and activities.

Consent

The district must obtain the parties' voluntary consent to the informal resolution process from both parties, and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment, employment or any other right. The district and its staff will not require or pressure the parties to participate in an Informal resolution process, or continuing enrollment, or employment or continuing employment, or exercise of any other right. The consent will be provided in writing. Appropriate supportive measures will continue during the informal resolution process.

Notice

Before initiation of an informal resolution process, the district must provide to the parties notice that explains:

1. The allegations;
2. The requirements of the informal resolution process;
3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the recipient's grievance procedures;
4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
6. What information the recipient will maintain and whether and how the district could
7. disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.

Facilitator

The informal process will be led by a facilitator appointed by the Title IX Coordinator or designee. The facilitator cannot be the same person as the investigator or the decisionmaker in the Title IX grievance procedures. Any person designated by the district to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or

respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive the training required by Title IX for that role.

Internal Resolution Process Requirements

When a party agrees to the Informal Resolution process, they are required to:

- Withdraw from the Title IX grievance procedure.
- Not file an additional complaint under the Title IX grievance procedure based on the same facts while the informal resolution process is pending.
- Participate in the process in good faith.
- Meet with the facilitator when requested to do so.
- Meet with the facilitator and the other party when requested by the facilitator.
- Respond to all questions asked by the facilitator.
- Provide evidence to the facilitator when requested.
- Submit written requests that provide details regarding the remedies they are seeking. These requests are shared with the other party.
- When agreement is reached, signing a written document stating the content of the agreement.
- Abide by the agreement reached.
- Retaliation, threats, and foul language are prohibited.

Failure of a party to comply with these requirements will result in the facilitator ending the informal resolution process and returning the complaint to the formal Title IX grievance process. The Title IX Coordinator or either party may terminate the informal resolution process prior to reaching an agreement. In those situations, the complaint will again be processed under the Title IX grievance procedure.

Agreements

Agreements reached as part of the informal resolution process will be in writing, signed by both parties, and approved by the Title IX Coordinator. When necessary, either party may request an amendment or supplemental agreement and the Title IX Coordinator or designee will determine if that is appropriate.

An agreement closes the complaint.

Failure to abide by the agreement will result in disciplinary sanctions and the possibility that a complaint will again be filed under the Title IX grievance procedure.

Potential Terms

The potential terms that may be requested or offered to parties by the facilitator in an informal resolution include but are not limited to:

1. Restrictions on contact between the parties.
2. Administrative accommodations such as adjusting class schedules, changing sections, etc.
3. Education, professional development, mentoring, or coaching.

4. Collaborative agreements on behavior modifications.
5. Other non-disciplinary interventions.
6. Exclusions or restrictions on the respondent's participation in one or more of the district's programs or activities or attendance at specific events.
7. Any remedies or discipline that the district could have imposed if the district's Title IX grievance process had been used.
8. Any supportive measure the district has offered or could have offered to the parties.

Information Retention and Use

The district will retain the complaint, written responses, and any final agreement in a file separate from the employment file or student file, though the matter may be referenced in the employment file or student file. If an agreement is not reached, any evidence disclosed or records created during the informal resolution process may be used in the Title IX grievance procedure. The records will be retained at least seven years, or until a respondent student graduates or a respondent employee is no longer employed, whichever is longer.

Explanation

The new Title IX regulations allow for districts to offer parties the opportunity for a more informal process for resolving complaints of sex discrimination. This process cannot be used if the allegation is sexually harassment of a student by an employee, but may be considered a good option in other situations. This would be, for example, a good opportunity to exercise restorative justice practices if you have staff members trained in that process.

The regulations do not give much guidance on this process, so much of this sample procedure is optional and may be amended by the district. And the district is not required to offer an informal resolution process at all.

Effective Date

_____ [Insert date immediately after deadline to appeal.]

Appeal Rights

The parties may request an appeal of this decision by submitting written notice to the Title IX coordinator within business days after the date of the decision. Appeals are limited to one or more of the following bases:

1. There was a procedural irregularity that affected the outcome;
2. There is new evidence that was not reasonably available at the time of the determination that could affect the outcome of the matter; or
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 an individual complainant or respondent that affected the outcome.

For more information on the appeal process, contact the Title IX coordinator and review policy 504.24.

Decision-Maker's Signature

Decision-Maker's Printed Name

NONDISCRIMINATION ON THE BASIS OF SEX
(Notice of Dismissal of Complaint)

Name(s) of Complainant(s): _____

Name(s) of Respondent(s): _____

From: _____, Title IX Coordinator

Date: _____

The district has dismissed the complaint of sex discrimination under Title IX

initiated on _____ [date of formal complaint].

The complaint was dismissed because (please check all that apply):

- The district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the district's education program or activity and is not employed by the district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- The Title IX Coordinator or designee determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX.

Appeal

You may appeal the dismissal of this complaint by submitting written notification of appeal to the Title IX coordinator listed above within 3 business days of receiving this notice.

Appeals are limited to one or more of the following bases:

1. There was a procedural irregularity that affected the outcome;
2. There is new evidence that was not reasonably available at the time the decision to dismiss was made that could affect the outcome; or

3. The Title IX coordinator, investigator or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome.

If the dismissal is appealed, the Title IX Coordinator or designee will:

- Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- Implement appeal procedures equally for the parties;
- Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
- Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
- Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the parties of the result of the appeal and the rationale for the result.

Other Options

Even if the allegations are not appropriate for a complaint of sex discrimination under Title IX, if the Title IX coordinator determines that the allegations should be investigated under a different complaint process, the Title IX coordinator will forward the formal complaint to the appropriate person within the district to address the concerns using a different complaint process.

If you have any questions, please contact the Title IX coordinator and consult policy 504.24.

Title IX Coordinator's Signature

Title IX Coordinator's Printed Name

SEX DISCRIMINATION UNDER TITLE IX
(Appeal of Dismissal of Complaint OR Appeal of Determination of Grievance)

Party Filing Appeal: _____

Date Appeal Filed: _____

IF YOU ARE APPEALING DISMISSAL OF A COMPLAINT USE SECTION 1.

IF YOU ARE APPEALING THE OUTCOME OF THE GRIEVANCE PROCES USE SECTION 2.

SECTION 1: APPEAL OF A DISMISSAL PRIOR TO GRIEVANCE PROCESS:

I am notifying the district that I am appealing the dismissal of the complaint made on _____ [date of decision]. I understand that I may appeal only if one or more of the following bases apply (check all bases that apply):

There was a procedural irregularity that affected the outcome. If you check this box, please describe the procedural irregularity and how that irregularity impacted the determination to dismiss the complaint.

There is new evidence that was not reasonably available at the time of the determination. If you check this box, please describe the new evidence, explain why it was unavailable and, if possible, attach it to this form. Further, explain why you believe the new evidence would have created an oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. _____

The Title IX coordinator, investigator or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome. If you check this box, please identify the people with the conflict of interest or bias and identify the conflict or provide specific examples that demonstrated bias. Further, explain how this conflict of interest or bias impacted the decisions that there was no oral or written request to the district that objectively can be understood as a request for the district to investigate and make a determination about alleged discrimination under Title IX or its regulations. _____

I have read this appeal form thoroughly and have answered all questions truthfully and in good faith.

Signature of Party Appealing

Printed Name of Party Appealing

**SECTION 2: APPEAL OF OUTCOME OF GRIEVANCE PROCESS FOR
SEX DISCRIMINATION UNDER TITLE IX**

Party Filing Appeal: _____ Date Appeal Filed: _____

I am notifying the district that I am appealing the outcome of the District's Title IX Grievance Procedure, dated _____ [date of decision].

The Grievance Procedure Decisionmaker's decision (or the first-level appeal decision, as applicable) should be reversed or modified because (Check all that apply and explain each one checked in attachments to this form when filed):

- Under the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, the evidence does not support the determination.
- The remedies provided are inadequate or were improperly imposed.
- The disciplinary sanctions are inadequate or were improperly imposed.
- There was a procedural irregularity that affected the outcome.
- There is new evidence that was not reasonably available at the time of the determination that could affect the outcome. If you check this box, please describe the new evidence, explain why it was unavailable and, if possible, attach it to this form.
- The Title IX coordinator, investigator or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome. If you check this box, please identify the people with the conflict of interest or bias and identify the conflict or provide specific examples that demonstrated bias. Further, explain how this conflict of interest or bias impacted the determination, remedies, and/or disciplinary sanctions.

I have read this appeal form thoroughly and have answered all questions truthfully and in good faith.

Signature of Party Appealing

Printed Name of Party Appealing

SEX DISCRIMINATION UNDER TITLE IX
(Notice of Appeal)

Name(s) of Complainant(s): _____

Name(s) of Respondent(s): _____

Date: _____

On _____ [date appeal was filed], the [complainant/respondent] filed an appeal of the (check as appropriate):

- Dismissal of Complaint, or
 Grievance Procedure Outcome Determination.

A copy of the appeal is attached.

The district has appointed the Superintendent or designee, _____ [name and title of decisionmaker on appeal] to hear and decide the appeal.

Both parties are entitled to submit a written statement in support of or challenging the appeal. Those statements are due to the decision-maker no later than _____ [date no later than five business days after receipt of the notice]. Please submit the written statement electronically at:

Email address: _____

or

Address: _____

Unless the deadline is extended for good cause, a final decision on this appeal will be made by _____ [date ten business days after this notice of appeal]. You will be notified if this deadline is extended. These timelines and procedures may change if the appeal is combined with a statutory right to a hearing on a disciplinary sanction, and the parties will be so advised as needed.

Title IX Coordinator's Signature

Title IX Coordinator's Printed Name

SEX DISCRIMINATION
(Notice of Initiation of Grievance Procedures)

Attach additional sheets if more space is needed for answering any question.

Name(s) and Title(s) of Complainant(s): _____

Name(s) and Title(s) of Respondent(s): _____

Title IX Coordinator's Name and Other Title (if any): _____

Office Address: _____

Phone/Fax and Telecomm Device for the Deaf, if available:

Email Address: _____

On _____ [date the complaint occurred], the district received a complaint from the above-listed complainant(s) alleging acts that if proven may constitute sex discrimination under district policy 504.24. The parties were notified of that complaint on _____ [date of notice of complaint] and were given:

- a copy of Policy 504.24 including grievance procedures.
- a copy of the district's Policy 504.24 informal resolution procedures.

The district has determined that the complaint constitutes a request for the district to investigate and make a determination about alleged discrimination under Title IX and its regulations.

The district will provide for adequate, reliable, and impartial investigation of complaints. The burden is on the district — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. Please review the grievance procedure for additional information on the process.

Please take notice that:

- Retaliation is prohibited; and
- The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the district provides a description of the evidence, the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

The alleged conduct the district is investigating is summarized below:

1. Identities of the parties involved in the incident(s): _____

2. The conduct alleged to constitute sex discrimination: _____

3. The date(s) and location(s) of the alleged incident(s): _____

Supportive Measures: As more fully explained in the grievance procedures, as part of promptly and effectively ending any sex discrimination in the district's program or activity, preventing its recurrence, and remedying its effect, the district offers and coordinates supportive measures through its Title IX Coordinator, to complainants as appropriate and, if a grievance has commenced, to the respondent as appropriate.

Date of Issuance of this Notice: _____

Title IX Coordinator's Signature

Title IX Coordinator's Printed Name

SEX DISCRIMINATION
(Notice of Initiation of Grievance Procedures)

Attach additional sheets if more space is needed for answering any question.

Name(s) and Title(s) of Complainant(s): _____

Name(s) and Title(s) of Respondent(s): _____

Title IX Coordinator's Name and Other Title (if any): _____

Office Address: _____

Phone/Fax and Telecomm Device for the Deaf, if available: _____

Email Address: _____

On _____ [date the complaint occurred], the district received a complaint from the above-listed complainant(s) alleging acts that if proven may constitute sex discrimination under district policy 504.24. The parties were notified of that complaint on _____ [date of notice of complaint] and were given:

- a copy of Policy 504.24 including grievance procedures.
- a copy of the district's Policy 504.24 informal resolution procedures.

The district has determined that the complaint constitutes a request for the district to investigate and make a determination about alleged discrimination under Title IX and its regulations.

The district will provide for adequate, reliable, and impartial investigation of complaints. The burden is on the district — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. Please review the grievance procedure for additional information on the process.

Please take notice that:

- Retaliation is prohibited; and
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1. Identities of the parties involved in the incident(s): _____

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3. The date(s) and location(s) of the alleged incident(s): _____

Supportive Measures: As more fully explained in the grievance procedures, as part of promptly and effectively ending any sex discrimination in the district's program or activity, preventing its recurrence, and remedying its effect, the district offers and coordinates supportive measures through its Title IX Coordinator, to complainants as appropriate and, if a grievance has commenced, to the respondent as appropriate.

Date of Issuance of this Notice: _____

Title IX Coordinator's Signature

Title IX Coordinator's Printed Name

SEX DISCRIMINATION UNDER TITLE IX
(Decision on Appeal of Dismissal of Complaint)

Name(s) of Complainant(s): _____

Name(s) of Respondent(s): _____

Date: _____

On _____ [date], an appeal was filed to the dismissal of the complaint.

Decisionmaker's Checklist for Appeal of Dismissal of a Complaint
PRIOR to Completing the Title IX Grievance Procedure

1. Did a procedural irregularity affect the outcome?

YES.

NO.

2. Is there new evidence that was not reasonably available at the time of the determination that could affect the outcome?

YES.

NO.

3. Did the Title IX coordinator, investigator or decision-maker have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome?

YES.

NO.

Proceed to Decision

SEX DISCRIMINATION UNDER TITLE IX
(Decision on Appeal of Grievance Procedure Outcome)

Name(s) of Complainant(s): _____

Name(s) of Respondent(s): _____

Date: _____

On _____ [date], an appeal was filed to the Grievance Process outcome in this matter.

Decisionmaker's Checklist for Appeal of a Completed Title IX Grievance Outcome

1. Was the Title IX complainant, on the basis of sex, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district?

YES.

NO.

2. If so, did the conduct of the Title IX Respondent cause the sex discrimination to occur?

YES.

NO.

3. Did a procedural irregularity affect the outcome?

YES.

NO.

4. Is there new evidence that was not reasonably available at the time of the determination that could affect the outcome?

YES.

NO.

5. Did the Title IX coordinator, investigator or decision-maker have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent that affected the outcome?

YES.

NO.

6. Are the remedies provided adequate and properly imposed?

YES.

NO.

7. Are the disciplinary sanctions provided adequate and properly imposed?

YES.

NO.

Proceed to Decision.

Decision

After reviewing the relevant record and applying the decision checklists above, I/we have made the following decision related to this appeal under Policy 504.24.

[Explain the result of the appeal and the rationale for the decision or, if necessary, write out the full decision separately and attach it to the form and incorporate by reference.]: _____

POLICY 201.2
GERING PUBLIC SCHOOLS
GERING, NE

BOARD MEMBERSHIP - ELECTIONS AND APPOINTMENTS (Class II and III)

The annual school election takes place on the first Tuesday after the first Monday in November. Terms shall be staggered so that three board members are elected at each general election. Members of the board will be elected at large.

Incumbents must file for election at the Office of the County Clerk, Scotts Bluff County, by February 15 prior to the date of the primary election. All other candidates must file for election by March 1 prior to the date of the primary election.

If a vacancy occurs on the board it may be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies. Every candidate for a special district election shall file a candidate filing form according to state statute.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-501 et seq.

Cross Reference: 201.5 Term of Office

POLICY 204.7
GERING PUBLIC SCHOOLS
GERING, NE

MEETING NOTICE

Reasonable advance public notice shall be given for meetings and work sessions held by the board in a local newspaper designated and recorded in the board minutes and, if available, on the newspapers web site. The board may also, but is not required to, post notice of the meeting in public places throughout the district. ~~If the newspaper refuses, neglects, or is unable to publish the notice on time, the district shall (1) post the notice on the newspaper's website, if available, and (2) post the notice in at least 3 conspicuous places in the district. The Board Secretary shall keep a written record of the postings.~~

Public notice shall indicate the meeting's time, place, date and shall include a statement that the agenda shall be readily available for public inspection at the district office. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting and a copy kept readily available for public inspection at the principle office of the district. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.

~~The designated methods of giving advance notice of meetings of the Board of Education of the Gering Public School District shall be by publication or by posting. If notice is given by posting, such notice shall be given by posting notice in at least three (3) public places throughout the school district. The Central Administration Office, the post office and City Hall are designated posting places, though other or different places at which the public may reasonably be notified are also designated as permissible places. The notice shall be transmitted to the public and a copy kept readily available for public inspection in the office of the superintendent. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.~~

A copy of the public notice will be provided to those who have filed a request for notice with the ~~secretary~~ secretary superintendent. These requests for notice must be in writing. A copy of the public notice will also be accessible to employees and students.

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. In that case, public notice of the meeting shall be given as soon as notified of the emergency meeting. Attendance at a special meeting or emergency meeting by board members shall constitute a waiver of notice.

It shall be the responsibility of the ~~board secretary~~ secretary superintendent to give public notice of board meetings and work sessions. The ~~secretary~~ secretary superintendent shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: Neb. Statute 84-1408 to 1414
79-554, 79-560, 79-561

Cross Reference: 204.1 Regular Meetings
204.2 ~~Special Meetings~~
204.10 Agenda

Approved 09/14/2009

Reviewed 2/23/2015, 10/14/2021

Revised 11/18/2013

POLICY 206.2
GERING PUBLIC SCHOOLS
GERING, NE

BOARD ASSOCIATION MEMBERSHIP

Participation in board member associations are beneficial to the board. The board shall maintain an active membership in the Nebraska Association of School Boards (NASB) and in organizations the board determines will be of benefit to the board and the school district.

The district shall publicly disclose the following on its website:

- a) Membership dues paid annually to any association or organization such as NASB; and
- b) Any fees other than membership dues paid to any individual lobbyist or lobbying firm.

Legal Reference: Neb. Statute 79-512

Cross Reference: 206.3 Board Member Development Opportunities

POLICY 402.3
GERING PUBLIC SCHOOLS
GERING, NE

EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

No employee may enter into any contract, agreement, or understanding on the district's behalf that may cause financial benefit to the employee, a member of the employee's immediate family, or a business with which the employee is associated, without prior full disclosure of the conflict to the board, and without prior approval by the board.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee or employee's spouse without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may require the employee to immediately cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the

- employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.
3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: NDE Rule 27.004.03F

Cross Reference: 202.02 Board Member Conflict of Interest
403.04 Gifts to Employees
403.06 Employee Outside Employment

Approved 03/15/2010

Reviewed 11/23/2015,3/10/2022

Revised _____

**POLICY 409.1
GERING PUBLIC SCHOOLS
GERING, NE**

CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development. In consultation with the Superintendent, annual time requirements for staff training in areas such as concussion awareness, suicide awareness, dating violence prevention, and others shall utilize a reasonable length of time as determined and approved by the board.

~~*NDE standards require school districts to conduct staff development sessions. Each teacher must participate in at least ten hours of staff development activities each year.*~~

~~All certified employees permanently employed by the District shall provide evidence of professional growth every six years as provided by law.~~

~~The requirement stated in the Negotiated Agreement between employees in that certified collective bargaining unit, and the board regarding professional development of such employees shall be followed.~~

Legal Reference: NDE Rule 10
79-830

Cross Reference: 409.02 Certificated Employee Training, Workshops or
Conferences

Approved 03/15/2010

Reviewed 2/9/23

Revised _____

POLICY 502.2
GERING PUBLIC SCHOOLS
GERING, NE

NONRESIDENT STUDENTS/OPTION ENROLLMENT

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. ~~If the student has previously had an option enrollment accepted in any district, the application shall be rejected unless a statutory exception to this rule applies for that student. The option shall be available once during elementary school, once during middle or junior high school, and once during high school for a total of 3 times.~~

Applications: Application for option enrollment option shall be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident ~~district prior to the option district's consideration for acceptance.~~ school district, or if the student is an option student at the time of such application and applying to become an option student at a subsequent school district, a release approval from the option school district the student is attending at the time of such application.

When No Release Approval is Required: The application for option enrollment does not require a release from the resident district or the option school district the student is attending at the time of such application, and the receiving district the student is applying to attend has forty-five days to issue acceptance or rejection if:

1. After February 1 the student relocated to a different resident district, or
2. The student's option district merged with another district effective after February 1st and
3. The student's attendance would occur during the next immediate and subsequent school years.

~~For applications submitted by the March 15 deadline, written notification of approval or rejection of the application will be made before April 1 to the student's parent/guardian and the resident district.~~

Initial Decision for Acceptance or Rejection: The option school district the student is applying to attend shall provide the resident school district, and if applicable, the option school district the student is attending at the time of such application, with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after

submission. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the specific reasons for rejection including a description of services and accommodations required that the district does not have the capacity to provide, and the process for appealing the decision to the State Board of Education.

Attendance at Option District: In general, the option student shall attend the option district until graduation unless the student relocates in a different resident school district, transfers to a private or parochial school, or chooses to return to the resident school district, or options into a subsequent options school district, except that no student may use the enrollment option program other than as provided in state statutes. ~~The Board shall adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet applications submitted after the March 15 deadline. For those applications, the option district shall notify the parent/guardian, and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.~~

~~The board shall adopt a resolution and publish its specific standards for acceptance and rejection of applications as an option school prior to October 15 of each school year by state statute. These may include the capacity of a program, class, grade level, or school building or the capacity for the special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations.~~

Setting Standards for Acceptance or Rejection of an Option Request: Such standards shall not include the failure to meet the March 15 deadline. The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

~~An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.~~

The board shall adopt a resolution and publish its specific standards for acceptance and rejection of application as an option school prior to October 15 of each school year for the next school year. Standards will conform to those set forth by state statute. These may include the capacity of a program, class, grade level, or school building.

~~Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per pupil cost of the school district as computed by the superintendent.~~

The board shall also adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet the March 15 deadline.

~~The school board may admit a student who is a resident of another state but resides with a parent or guardian that is a Gering Public Schools employee. The school district will collect tuition for the student at a rate determined annually by the school board or the superintendent. Criteria for admittance of out-of-state students who reside with a Gering Public Schools employee follow the same standards and conditions of the option enrollment program.~~

Capacity for the district's special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations. The standards shall not include previous academic achievement, athletic or other extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceeding except as allowed by law.

Option Priorities: An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow the statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Acceptance of Rejection Procedures: The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject previously accepted application prior to student's attendance.

If an application is rejected by the option school district or if the resident school district rejects a request for release, the rejecting school district shall provide written notification to the parent or guardian stating (a) the specific reasons for the rejections, including, for students with an individualized education program under the Individuals with Disabilities Education Act, or with a diagnosed disability as defined in section 79-1118.01, a description of services and accommodations required that the school district does not have the capacity to provide, and (b) the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

The parent or legal guardian may appeal a rejection to the State Board of Education by filing a written request, together with a copy of the rejection notice, with the State Board of Education. Such a request and copy of the notice must be received by the board within 30 days after the notification of the rejection was received by the parent or guardian. The hearing shall be held in accordance with the Administrative Procedure Act and shall determine whether the procedures of sections 79-234 to 79-241 have been followed. Any rejection based upon capacity limitations established under section 79-238 shall be the responsibility of the school district to prove in any appeal filed with the state.

Reporting to the Department of Education: The district shall provide to NDE required information relating to applications rejected by the option school district. Such information shall include, but not limited to (a) the number of applications rejected in each public school in such district (b) an explanation why each application was rejected, individualized education program under the Individuals with Disabilities Education Act, or had been identified as a student with a disability as defined in section 79-1118.01.

Nonresident Students: Nonresident students not going through option enrollment may also be admitted under a contract with the students resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per-pupil cost of the school district computed by the superintendent.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

Transportation: The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. All option students who qualify for free lunches are eligible for either free transportation or the reimbursement of transportation costs from the school district as provided by state statute. Students receiving special education services shall receive transportation services as provided in the student's Individualized Education Plan.

Legal Reference: Neb. Statute 79-215
 Neb. Statute 79-232 to 246
 NDE Rule 19.008

Cross Reference: 503 Student Attendance
 801 Transportation

Approved 05/17/2010 **Reviewed** 08/22/2016, 03/06/2017 **Revised** 09/19/2016, 7/12/

**POLICY 502.3
GERING PUBLIC SCHOOLS
GERING, NE**

ENTRANCE ADMISSIONS

Children in the school district community will be allowed to enroll in the school district's regular education program beginning at age five. The child must be age five on or prior to July 31st to participate in the school district's kindergarten program

The board shall require evidence of age and residency in the form of a birth certificate or other evidence before the student may enroll in the school district's education program. It shall be within the discretion of the superintendent to determine what is satisfactory evidence for proof of age.

Prior to enrollment, the child's parent/guardian must provide the administration with proof of a physical examination and immunizations as required by law and the respective policies of this district. Failure to provide this information shall be the reason for denying admission to the student under statute 79-217.

Preschool Enrollment

The district will develop and make available its guidelines for families wishing to enroll a child in the district's preschool program. If applications exceed the program's enrollment capacity, students will be admitted into the program according to the following priority:

1. Any students required by law to participate or required to be given a preference in the program.
2. Resident students who will become eligible to attend the kindergarten grade in the following year.
3. Resident students who are not otherwise yet eligible to enroll in kindergarten.
4. Non-resident students who are not yet eligible to enroll in kindergarten.
5. Resident students who will be required to attend kindergarten in the following year.

~~The parent/guardian of any child younger than six years of age prior to January 1st of the current school year who is enrolled may discontinue that enrollment according to procedures provided by the district.~~

Legal Reference: Neb. Statute 79-214 et seq.

Cross Reference: 503.01 Compulsory Attendance
508.01 Student Health and Immunization Checkups

Approved 02/2020/2012 Reviewed 12/23/2013, 03/06/2017 Revised 02/18/2013

POLICY 503.4
GERING PUBLIC SCHOOLS
GERING, NE

ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle those cases in which excessive unexcused absences are not due to mental or physical illness, and shall state the circumstances and number of other absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

Any superintendent, principal, teacher, or member of the school board who knows of any violation of the state school attendance laws (79-201) shall report that violation to the school attendance officer within 3 days.

The superintendent shall designate an attendance officer. The attendance officer will immediately investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has exceeded the number of unexcused absences as defined in the student handbook, the school shall render all services to address barriers to attendance. These services shall include the following:

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, The plan shall include, if agreed by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social barriers are contributing factors to the lack of attendance. The plan shall also consider but not be limited to:
 - (i) illness related to physical or behavioral health of the child;
 - (ii) educational counseling;
 - ~~(iii) educational evaluation;~~
 - ~~(iv)~~ (iii) referral to community agencies for economic services;

- (v) family or individual counseling; and
- (vi) assisting the family in working with other community services.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts it has made as required by statutes, that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has been absent more than twenty days per year. The school shall notify the child's family or legal guardian in writing prior to referring the child to the county attorney. Illness, either physical or mental, that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Students are subject to disciplinary action for excessive absenteeism including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.

The superintendent shall report to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials other than school resource officers by the district relative to a student enrolled in the district. The superintendent shall report annually to the Commissioner of the required data for the number of students who have dropped out of school.

It shall be the responsibility of the superintendent or designee to implement this policy. The implementation may include regulations indicating the disciplinary action to be taken for excessive absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
 NDE Rule 10.012.01B

Cross Reference: 411.03 Truancy Officer
 505 Student Discipline
 506 Student Activities
 507 Student Records

Approved 05/17/10 **Reviewed** 06/23/14, 03/27/17 **Revised** 10/15/12, 04/17/17

POLICY 504.3
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

The district will not substantially burden the right to a student's religious exercise unless that religious exercise is disruptive to, or interferes with the school learning environment, is detrimental to the health or safety of the student or another person, or violates the permission of staff.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior that interferes with the educational program, behavior that disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior that interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior that interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

Every report of alleged violation of student conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing student conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of student conduct policies.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportional to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook that specifically mentions the student code of conduct.

Legal Reference: Goss v. Lopez, 419 U.S. 565 (1975).
 Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity
 in Education Act)
 79-254 et seq. (Student Discipline Act)

Cross Reference: 503 Student Attendance
 506 Student Activities
 1005.02 Communication with Parents
 Student Handbook

Approved 05/17/2010

Reviewed 04/24/2017

Revised 05/15/2017

**POLICY 504.6
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness, grooming and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and well groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location on the school grounds or at any school function where the person is otherwise authorized to be as long as the tribal regalia does not interfere with the educational process and is not detrimental to the health or safety of the student to another person.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Legal Reference: Hines v. Caston Sch. Corp. 651 N.E.2D 330 (1995)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Neb. Statute 79-526

Cross Reference: 501 Objectives for Equal Educational Opportunities for
Students
504 Student Rights and Responsibilities
Student Handbook

Approved 05/17/2010 **Reviewed** 04/24/2017 **Revised** _____

(NEW POLICY)
POLICY 607.10
GERING PUBLIC SCHOOLS
GERING, NE

CLASSROOM ENVIRONMENT

Classrooms are expected to be maintained in a safe, orderly manner at all times in keeping with providing an appropriate, healthy learning environment. Any items for display or use in the classroom shall meet this criterion. The use of essential oils or essential oil diffusers will not be permitted in district facilities by students, staff or visitors.

All items on display in the classroom such as posters, pictures, banners, charts, signs or flags must be related to the curriculum. Items unrelated to the curriculum or that may cause a disruption to the learning environment are prohibited. Staff members are expected to request the building principal's approval for display of items that may not meet this standard.

The district will display or use the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map in classrooms, although other types of maps are allowed in addition to it.

Approved _____ Reviewed _____ Revised _____

**POLICY 611.2
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT PROMOTION, RETENTION OR ACCELERATION

Students will be promoted to the next grade level at the end of each school year based on the student's achievement, age, maturity, emotional stability, and social adjustment.

Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgment of the teachers and the principal, such exceptions are in the best educational interest of the students involved. Exceptions will always be made after prior notification and explanation to the student's parents, but the final decision will rest with school authorities.

When it becomes apparent a secondary student will be unable to meet the minimum credit requirements for the year, both the student and parents will be informed. Students who cannot demonstrate proficiency at their grade levels will also be considered for retention. Teachers must notify the principal of these students, make a recommendation to the principal concerning their promotion or retention, and hold a conference with parents.

~~The principal may require remediation as a condition of promotion to the next grade level. Such remediation may include, but shall not necessarily be limited to, a mandatory summer school program focused on the areas of deficiency or other such alternatives conducted by the district outside of the regular school day.~~

~~The parents will be requested to indicate in writing their agreement or disagreement with the recommendation for retention. The final decision will rest with the school administration. Parents may request retention if they believe it to be in the best interest of their student. The principal will confer with the teachers and parents to determine appropriate action.~~

~~More than one retention during the elementary school years will receive special consideration and require the approval of the superintendent based on the recommendation of the principal, teacher and parent or guardian.~~

~~A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in fifth through twelfth grade may be retained due to excessive absenteeism.~~

~~Excessive absenteeism means that the student was absent fifty percent or more of the school year and included excused absences, unexcused absences, unexcused absences, and absences due to suspension or expulsion. Absences due to approved school -related activities, such as field trips, competitions, athletic events, and testing, are not included.~~

Illness means that the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

A parent or guardian wishing to request their student repeat a grade shall meet with the superintendent or designee to discuss having the student repeat a grade. The parent or guardian shall provide evidence of academic needs, illness, or excessive absenteeism that would justify the student repeating the grade. At the meeting, the superintendent shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to the student. If the parent or guardian still intends their student to repeat a grade, they shall complete and submit the district's required form. If all other requirements of district policy and state statute are met, the district shall have the student repeat the grade for the next school year. The district shall file the form with the Nebraska Department of Education.

Students with exceptional talents may, with the permission of the principal and parents, take classes beyond their current grade level. Enrichment opportunities outside the school district may be allowed when they do not conflict with the school district's graduation requirements. Acceleration ahead in a grade level should be approached with caution and should only occur with the joint approval of the superintendent, the principal and the parent or guardian.

Legal Reference: Nebraska Statute 79-526

Approved 7/18/11

Reviewed 05/31/11,
3/25/19

Revised 4/15/19

**POLICY 611.7
GERING PUBLIC SCHOOLS
GERING, NE**

GRADUATION REQUIREMENTS

Students must successfully complete the courses required by the Board and Nebraska Department of Education in order to graduate.

It shall be the responsibility of the superintendent to ensure that students complete grades one through twelve and that high school students complete 250 credits prior to graduation. The following credits will be required:

Language Arts	40	credit hours
Science	30	credit hours
Mathematics	30	credit hours
Social Studies	30	credit hours
Physical Education	10	credit hours
Financial Literacy	5	credit hours
Total Required Hours	145 <u>110</u>	credit hours
Total Elective Hours	105	credit hours
Total Elective Hours	90	credit hours

Total Required Hours for Graduation 200 credit hours

Total Course Credits - (State of NE requires 200-80% must be core-Rule 10

Each student must complete at least one, five-credit course in financial literacy or personal finance prior to graduation. The required courses of study will be reviewed by the Board annually.

Each student shall complete and submit a Free Application for Federal State Aid (FAFSA) prior to graduation unless the required opt-out form is submitted either: (1) the parent or legal guardian; (2) the Principal, if the Principal determines good cause exists for not requiring the student to complete the FAFSA; or (3) an emancipated student or a student of at least 19 years of age.

Graduation requirements for special education students will be in accordance with the prescribed course of study as described in their Individualized Education Program (IEP). Each student's IEP will include a statement of the projected date of graduation at least 18 months in advance of the projected date and the criteria to be used in determining whether graduation will occur. Prior to the special education student's graduation, the IEP team shall determine whether the graduation criteria have been met.

IDEA Considerations

**POLICY 1003
GERING PUBLIC SCHOOLS
GERING, NE**

PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS

Public records of the school district may be viewed by the public during the regular business hours of the administration offices of the school district. These hours are 9:00 A.M. to 4:00 P.M. Monday through Friday, except for holidays and recesses.

Records defined by law as confidential records shall be viewed or copied upon receipt of written permission by the administration office from the person or entity whose confidential records are being requested. Lacking such permission, the superintendent will issue a written denial of the request.

Persons wishing to view the school district's public records shall contact the central administration office and make arrangements for the viewing. The Board secretary will make arrangements for viewing the records as soon as practicable, and within four (4) business days if possible.

Persons Nebraska Residents wanting copies shall submit a written request and may be assessed a fee for the copies not to exceed the actual costs. If responding to the estimated request is expected to cost of the records exceeds more than \$50.00 or require more than eight cumulative hours of searching, identifying, physically redacting, or copying, the office ~~will~~ may obtain an advance deposit equal to the estimated cost. Records will not be made available in any form in which that record is not already maintained or produced. Persons making requests to use their own copying equipment must make arrangements satisfactory to the administration office.

Nonresidents shall submit a written request and may be charged fees including public employee salaries and attorneys' fees allowed by state law.

It shall be the responsibility of the Board secretary to maintain accurate and current records of the school district. It shall be the responsibility of the Board secretary to respond in a timely manner to requests for viewing and receiving public information of the school district. If the secretary is unable to provide the requested records within four (4) business days, the secretary will issue a written explanation with a revised date for completion, an estimate of cost, and allow the requester to modify or prioritize the information request.

Legal Reference: Nebraska Statutes 84-712.0 et seq.

Cross Reference: 507.01 Student Records Access

Approved 2/16/04

Reviewed 1/19/04

Revised

**POLICY 504.20
GERING PUBLIC SCHOOLS
GERING, NE**

BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and, therefore, prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for long-term suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference: Neb. Statute 79-254 et seq. (Student Discipline Act)

Cross Reference: 505 Student Discipline

Approved:05/17/2010 **Reviewed** 06/23/2014, 07/17/2017, 08/20/2018, 7/20/2020
Revised _____

**POLICY 1005.3
GERING PUBLIC SCHOOLS
GERING, NE**

PARENTAL AND FAMILY INVOLVEMENT IN THE SCHOOLS

It is the policy of the district to provide full access to the parent and family members of any student of the district to review textbooks, tests, curriculum and instructional materials; records of a student of any such parent, unless otherwise prohibited by law; and to any surveys of students done by the school district. Summary information regarding the district's curriculum, testing, and surveys will be provided at the beginning of each school year. Requests for access to specific instructional materials should be addressed to the teacher or building principal.

Requests by parents and family members to attend and monitor courses, assemblies, counseling sessions and other instructional activities shall also be made to the building principal or teacher. While requests to monitor are usually granted, if the request is denied, reasons for the denial will be provided.

It is the policy of the district to provide as consistent an experience as possible in all classroom instruction, testing, surveys, and other school experiences. It is the policy of the district not to excuse students from classroom instruction, testing, and other school experiences unless an objection is submitted to the building principal or teacher outlining the specific experience, the basis for the objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and family members.

The request for the student to be excused will be reviewed by the building principal and a decision provided to the parents and family members. While verbal objections and decisions are valid, written followup to verbal communications is required from the parent and family members, and the principal. If a student is excused from the requested activity, no penalty will be assessed; but an agreed upon alternative activity must be performed to the satisfaction of the teacher and principal.

It is the policy of the district to use only testing methods and testing instruments that are generally recognized by educational professionals to be within sound educational standards and both educationally and academically appropriate. It is the policy of the district to notify parents and family members of any standardized testing that may be scheduled within the school district.

It is the policy of the district to notify parents and family members of any survey that may be scheduled and to conduct student surveys judiciously, with full consideration of the fact that parents and family members may find items of the survey objectionable.

The following activities will also be included in the board's plan for parental and family involvement:

1. The board will involve parents and family members in the development of the Title I plan, the process for school review of the plan and the process for improvement;
2. The board will provide the coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental and family involvement activities to improve student academic achievement and school performance;
3. The board will build the schools' and parents' and family members' capacity for strong parental and family involvement;
4. The board will coordinate and integrate parental and family involvement strategies under Title I with other programs such as Head Start, Reading First, etc.;
5. The board will conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents and family members in Title I activities (with particular attention to parents and families who have low income, Limited English Proficient (LEP), minorities, disabilities and low literacy) and use the findings of the evaluation to design strategies for more effective parental and family involvement and to revise, as necessary, the parental and family involvement policies; and
6. The board will involve parents and family members in Title I activities.

The parent and family members or guardian of a student may have access to that student's records during normal business hours of the district according to Policy 507.01 Student Records Access.

Legal Reference: Neb. Statute 79-530 to 533

Cross Reference: 507.01 Student Records Access
 606.03 Objection to Instructional Materials
 611.01 Student Progress Reports
 611.04 Parent Conferences
 1002. District Annual Report
 1005.01 Public Complaints

Approved 2/16/04

Reviewed 8/22/16

Revised 9/19/16

POLICY 204.12
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC PARTICIPATION IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

Instructions for members of the public who wish to speak:

- Getting started: When you have been recognized, please stand and state your name.
- Time Limit: Tonight the board will allow a total of 30 minutes for the presentation of ALL public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker. You may only speak ONCE.
- Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies may require you to follow the district's complaint procedure before addressing the board. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. Please remember that slanderous comments will not be tolerated.
- General Rules: This is a public meeting for the conduct of business. Comments from within the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- No action by the Board: The board will not act on any matter which is not on the agenda and will not take action upon the conclusion of public comment.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting.

This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability
204.3 Public Hearings
204.10 Agenda
403.5 Public Complaints about Employees

Approved 01/20/2003

Reviewed 02/23/2015, 10/14/2021 6/9/22

Revised 09/14/2009, 7/20/22



Live, Online Therapy is Making a Big Difference

Services Guarantee

We believe in building partnerships because a win for you, for the students, for the clinicians, and for eLuma creates more commitment and better student outcomes. At eLuma our commitment to excellence in process and software has enabled us to fill all job openings we contract to fill. This means your students get reliable and consistent services. And in a majority of cases we are able to get services up and running in less than 4 weeks.

Opportunity

As a school administrator, you know firsthand that partnering with a dependable provider makes a world of difference. We truly care about making a difference for you, for the district, and especially for the students. Dependable tools for monitoring, transparency, and accountability bring you the greatest peace of mind. eLuma's track record fulfilling 100% of the job opens we contract to fill is only one piece of the puzzle that will create more value for your district. Many students with special education needs experience great challenges academically, mentally, and socially. With the rising number of students needing services under the Individuals with Disabilities Education Act (IDEA), there is a higher demand for therapy services, Individualized Education Program (IEP) support staff, and specialized personnel. We have to think differently if we're going to meet every child's needs. Blending online and onsite therapy can tremendously increase the quality of therapy in your special education program - even to the tune of increasing productivity by 10-15%, connecting your students with specialized and credentialed therapists, and staffing with great precision.

What schools are saying...

1. "eLuma is awesome to work with as they leave us worry-free, and we know that all will be taken care of. Communication in a virtual world is key and they have this mastered." – Shelley, Director of Special Education
2. "My speech and OT teachers are great, and they help me every week and they are so nice, kind, and funny. I don't feel dumb or wrong with them. I am getting better at speech and am gaining better use of my hands!" – Student
3. "I love eLuma!" – Karen, Director of Special Education

Facts

- 40+ years of research supporting online therapy
- Approval from all the major national therapy associations including ATA, ASHA, APA, AOTA, APTA
- ¾ of U.S. consumers say they would use telemedicine services (source:<http://www.healthdatamanagement.com/news/telemedicine-38701-1.html>)
- 47% of school-based therapists responded that job openings were more numerous than job seekers (source: <http://www.asha.org/uploadedFiles/2014-SLP-Supply-Demand.pdf>)
- More than 7 million children are served under the Individuals with Disabilities Act every year (source: http://nces.ed.gov/programs/digest/d13/tables/dt13_204.70.asp)

eLuma Solutions

- Effective online therapy services for Speech Therapy, Occupational Therapy, Mental Health Services, and Physical Therapy (select states)
- Thousands of sessions every month
- Thousands of games and resources for fun and engaging sessions
- Group and individual therapy
- Assessment, IEP management, progress reporting, meeting attendance, scheduling eLuma has experience with hundreds of successful implementations
- Software solutions for school staff
- Value added services to make teletherapy an easy-to-manage district program

School Savings

- Many districts report thousands in savings
- No Travel
- No employee benefits, worker's comp, insurance
- More scheduling flexibility
- No recruiting and retention costs
- Advertising savings
- Little to no material or professional training costs
- Peace of mind



General Information
Quote Name: Gering Public Schools - (NEW) Speech 2024/25
Quote Created Date: 7/17/2024
Quote Number: Q-00754

Contract Start Date: 07/16/2024
Contract End Date: 06/30/2025
Payment Schedule: Annual

Contact Information
Prepared By: John Higbee
Phone: (877) 496-3332
Email: jhigbee@elumatherapy.com

eLuma, LLC.
2801 N. Thanksgiving Way #170
Lehi, Utah 84043

Contact Name: Julie Siebke
Phone: (308) 436-3125
Email: jsiebke@geringschools.net

Billing Contact Info:
Gering Public Schools
1519 10TH ST
GERING, Nebraska 69341

Order Details					
Product	Qty	Avg Mins per Week	Grouping Percentage	Avg Sessions per Wk	Total Price
Speech Language: Evaluation: Flat Fee	1		%		\$420.00
Speech Language: IEP Related Service: Per ST Model	51	20	60.00%	1	\$80,165.37
Speech Language: IEP Related Service: Per ST Model	22	20	60.00%	1	\$34,581.14

Total Price: \$115,166.51



eLuma Master Services Agreement

This eLuma Master Services Agreement, including any Addendums as incorporated herein and any Order Form(s) incorporating this eLuma Master Services Agreement (collectively, this "**Agreement**") is entered into by and between the entity or other organization set forth on this signature page ("**Partner**"), and eLuma, LLC, a Delaware limited liability company ("**eLuma**"). eLuma and Partner may be referred to herein individually as a "**Party**" or collectively as the "**Parties.**" This Agreement is effective as of the date of last signature (the "**Effective Date**").

This Agreement consists of: (a) this signature page; (b) the Standard Terms and Conditions; (c) all written Order Forms for the Services and/or Insight SaaS Platform; or (d) applicable Addendum(s), all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Partner: Gering Public Schools

By (Signature):  Julie Siebke

Printed Name: Julie Siebke

Title: Director of Student Services

Date: 7/17/2024

eLuma, LLC

By (Signature):  Teri Andrews

Printed Name: Teri Andrews

Title: Chief Revenue Officer

Date: 7/17/2024



Standard Terms and Conditions

Partner is an educational institution or school district seeking qualified professionals to furnish certain educational and/or healthcare (including, but not limited to, therapy) services on its behalf to its students with mental health, intellectual, developmental, learning or physical disabilities, as required under federal, state and local laws, as well as other therapy, therapy oversight, and assessment services. eLuma matches contracting partners such as Partner with independent contractor providers authorized to provide certain educational and/or healthcare (including, but not limited to, therapy) services to such contracting partners and their students. Capitalized terms used but not defined in this Standard Terms and Conditions have the meaning assigned to such terms in the applicable Addendum, if any.

1. **AGREEMENT STRUCTURE.** Each Order Form executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions and the additional terms and conditions set forth in the applicable Addendum. Each Order Form shall specifically reference this Agreement, the Addendum(s) to which such Order Form is subject, and describe the purchased Services and/or license to the Insight SaaS Platform, delivery methods, fees, and any other terms applicable to the Services and/or Insight SaaS Platform provided under the Order Form. When fully executed by authorized signatories of the Parties, each Order Form shall be incorporated into, and shall form a part of this Agreement. The provisions of the various documents making up this Agreement shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Standard Terms and Conditions and/or the Addendum applicable to an Order Form, if any, on the one hand and the terms and conditions of an Order Form on the other hand, the terms and conditions of these Standard Terms and Conditions and the Addendum applicable to such Order Form, if any, shall control, unless explicitly stated otherwise in the Order Form, and in that case the conflicting terms and conditions in such Order Form shall apply only to that Order Form.

2. **ELUMA SERVICES.** Subject to the terms and conditions in this Agreement and such applicable Addendum, or as otherwise agreed in a mutually executed Order Form, eLuma will provide Partner with access to the Services as set forth in an Order Form during the Term (as defined below).

3. **INSIGHT SAAS PLATFORM.** eLuma is the developer the Insight SaaS Platform, which is designed to assist Partner in providing certain educational and/or healthcare services to its students. Subject to the terms and conditions in this Agreement, including such applicable Addendum, or a mutually executed Order Form, eLuma will provide one complimentary limited access license to its Insight SaaS Platform located at Insight.eluma.com, which shall include a limited subset of features, such as videoconferencing for each therapy session (a "**Limited License**"), along with reasonable training and support. Each additional Limited License, including for Partner administrators and staff, shall be purchased in accordance with the Order Form. If Partner procures a subscription to a full access license to the Insight SaaS Platform (a "**Full Access License**"), eLuma will provide a designated number of Authorized Users (as defined the Software Terms) with full access to the Insight SaaS Platform, which includes additional functionalities beyond those included in a Limited License.

4. **FEES; TAXES**

4.1 **Fees.** In consideration of the provision of the Services and/or license to the Insight SaaS Platform, Partner shall pay eLuma the fees and expenses ("**Fees**") as set forth in an applicable Order Form. Partner further agrees to pay the full amount in the Order Form regardless of whether Partner elects to utilize the full allotment of Services. eLuma may reasonably increase the Fees each year after the Initial Term, by providing Partner written notice thereof at least thirty (30) days before the start of such Renewal Term, unless otherwise provided in the Order Form. In the event that eLuma agrees in a signed Order Form to provide Additional Services, eLuma shall invoice Partner for those Additional Services. eLuma may provide the Services for an extended school year for an additional fee. Partner agrees to use its best efforts to provide caseloads that can be distributed equally throughout the regular school year, unless mutually agreed upon in writing by the Parties. Partner shall reimburse eLuma for the travel expenses (i.e., coach/standard airfare, lodgings, mileage at the current federal mileage rate, meals and local transportation) incurred by eLuma personnel or Paired Clinicians in connection with trips pre-approved in writing and undertaken at Partner's request or for the purposes of meeting with Partner. It is Partner's responsibility to inform eLuma in writing of any onsite activities requested of Paired Clinician or eLuma personnel no less than ninety (90) days prior to the requested on-site activities.

4.2 **Taxes.** All Fees and other amounts payable by Partner under any Order Form are non-cancellable, non-refundable, and exclusive of all sales, use, excise, service, value added, or other taxes, duties, charges, and similar assessments of any kind (whether foreign, federal, state, local, or other) associated with this Agreement, the Services, the Insight SaaS Platform, and Authorized Users' access to and use of the Services and/or Insight SaaS Platform. Partner is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Partner, other than any taxes imposed on eLuma's income.



4.3 Payment Method. Partner agrees to pay eLuma all amounts due within thirty (30) days of eLuma's invoice date. Partner shall make all payments hereunder in U.S. dollars using the payment method set forth in an Order Form. If Partner fails to make any payment when due, without limiting eLuma's other rights and remedies: (a) eLuma may charge interest on the past due amount at the rate of 2% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Partner shall reimburse eLuma for all reasonable costs incurred by eLuma in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for fifteen (15) days or more, then, in addition to any other rights eLuma may have, eLuma may suspend Partner's and its Authorized Users' access to any portion or all of the Services and the Insight SaaS Platform until such amounts are paid in full.

4.4 Good Faith Dispute. If Partner believes that eLuma has billed Partner incorrectly, Partner must contact eLuma no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors. Unless eLuma receives notice of any errors within such fifteen (15) day period, the invoice amount will be due thirty (30) days from eLuma's invoice date.

4.5 eLuma Audit. Partner agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. eLuma may, at its own expense, on reasonable prior notice, periodically inspect and audit Partner's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Partner has underpaid eLuma with respect to any amounts due and payable during the Term, Partner shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Section 4. Partner shall pay or reimburse to eLuma, as applicable, the costs of the audit if the audit determines that Partner's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

5. PROPRIETARY INFORMATION

5.1 eLuma Technology. Partner agrees that as between eLuma and Partner, all right, title, and interest in and to the Insight SaaS Platform (except for Partner Data) and eLuma Technology (including any related patent, copyright, trademark, trade secret, intellectual property or other ownership rights) are and will remain the sole and exclusive property of eLuma (or its licensors). Any derivative works, modifications, or enhancements relating to the Insight SaaS Platform or eLuma Technology, or comments, ideas, or other feedback Partner provides to eLuma relating to the Insight SaaS Platform or eLuma Technology will be solely and exclusively owned by eLuma, except for Partner Data.

5.2 Partner Data. eLuma agrees that as between Partner and eLuma, Partner shall retain all of its right, title and interest in and to the Partner Data, and this Agreement in no way conveys to eLuma right, title or interest in the Partner Data except the limited right to use the Partner Data to perform its obligations and to exercise its rights in accordance with the terms and conditions herein.

6. TERM; TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the period specified in an applicable Order Form (the "**Initial Term**"); provided that the term shall thereafter automatically renew for successive periods (each, a "**Renewal Term**" and, collectively, the "**Renewal Terms**"), unless either Party provides the other Party at least thirty (30) days' advance written notice of its desire not to renew prior to the end of the then-current Term. When the term automatically renews, the fee will be based on an annual, twelve-month subscription. For clarity, this Agreement shall continue to apply so long as an Order Form remains in effect. The Initial Term and any Renewal Terms may be collectively and individually referred to as the "**Term**" herein.

6.2 Termination. Either Party may terminate this Agreement if the other Party (a) fails to perform any material obligation (including failure by Partner to pay any amount when due hereunder), (b) materially breaches this Agreement, and such failure or breach (i) is incapable of cure; or (ii) continues for a period of fifteen (15) days after receipt by the breaching Party of written notice from the non-breaching Party specifying such breach, or (c) if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 eLuma Termination. eLuma may suspend or terminate Partner's access to the Services and/or Insight SaaS Platform, at any time in its sole discretion, with or without notice if (a) there is a change to any applicable laws, rules, or regulations that restrict or prohibit the offering of the Services and/or Insight SaaS Platform, or (b) eLuma has a good faith concern that Partner's



or its Authorized Users' use of the Services and/or Insight SaaS Platform: (i) violates a court order or judicial decree; (ii) violates applicable laws, rules, or regulations; (iii) breaches the Agreement, or (iv) may result in unreasonable risk to eLuma.

6.4 Effect of Termination. Any termination of an Order Form or this Agreement shall not affect eLuma's rights to payments due to it. Sections 4, 5, 6.3, 6.4, 7.2, 8, 9.2, 10, 13, 14.1, 14.2, 14.3 and any other provision which by its nature is intended to survive, shall survive the termination of this Agreement. Upon expiration or earlier termination of this Agreement, Partner shall immediately discontinue use of the eLuma Technology and, without limiting Partner's obligations under this Agreement, Partner shall delete, destroy, or return all copies of the eLuma Technology and certify in writing to the eLuma that the eLuma Technology has been deleted or destroyed. No expiration or termination will affect Partner's obligation to pay all fees that may have become due before such expiration or termination or entitle Partner to any refund.

7. REPRESENTATIONS AND WARRANTIES

7.1 eLuma Representations. eLuma represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and (b) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

7.2 Partner Representations. Partner represents and warrants that: (a) Partner owns all right in and to information provided to eLuma by Partner, including Partner Data, or, with respect to any information or Partner Data not owned by Partner, Partner obtain all necessary consents required by state or federal law, and has the authority to input and upload such information or Partner Data to the Insight SaaS Platform, grant the rights provided under this Agreement, and authorize the Services provided to students; (b) it is duly authorized, licensed, and/or chartered to operate in its capacity as an educational institution or other institution that serves students in each jurisdiction in which the ownership of property or the conduct of its respective business requires such authorization, chartering or licensing; (c) any employee and/or independent contractor of Partner will follow all local, state, and federal laws and regulations and industry standards and practices that may apply to its capacity as an educational institution or other institution that serves students; (d) information provided to eLuma by Partner, including Partner Data, shall not violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party; (e) information provided to eLuma by Partner, including Partner Data, will not include software viruses, bugs, malware, spyware, or other harmful programs; and (f) Partner will obtain all legally-required consents from data subjects (i.e. students, parents/guardians of students, employees, contractors, agents, affiliates) prior to uploading information regarding those data subjects to the Insight SaaS Platform.

8. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INSIGHT SAAS PLATFORM, AND ANY ELUMA TECHNOLOGY PROVIDED UNDER AN ORDER FORM ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ELUMA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ELUMA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ELUMA MAKES NO WARRANTY OF ANY KIND THAT THE ELUMA TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET PARTNER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PARTNER EXPRESSLY ACKNOWLEDGES THAT THE CLINICIANS ARE INDEPENDENT CONTRACTORS, AND THE CLINICIANS, NOT ELUMA, WILL BE DIRECTLY PROVIDING THE THERAPY AND INSTRUCTIONAL SERVICES TO PARTNER. PARTNER FURTHER ACKNOWLEDGES THAT ELUMA DOES NOT MAKE CLINICAL DECISIONS FOR CLINICIANS AND DOES NOT OTHERWISE DIRECT OR CONTROL THE THERAPY AND INSTRUCTIONAL SERVICES OR ANY OTHER CLINICAL SERVICES FURNISHED BY CLINICIANS.

9. INDEMNIFICATION.

9.1 eLuma Indemnification. eLuma shall indemnify, defend, and hold harmless Partner from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Partner resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services or Insight SaaS Platform, or your use of the Services or Insight SaaS Platform in accordance with this Agreement, infringe or misappropriate a third party's U.S. intellectual property rights, provided that Partner promptly notifies eLuma in writing of the claim, cooperates with eLuma in connection therewith, and allows eLuma sole authority to control the defense and settlement of such claim. Partner agrees to permit eLuma, at eLuma's sole discretion, to (a) modify or replace the Services or Insight SaaS Platform or component or part thereof, to make it non-infringing, or (b) obtain the right for Partner to continue using the Services or Insight SaaS Platform. If eLuma determines that neither alternative is reasonably available, eLuma may terminate the applicable Order Form, or this Agreement, effective immediately on written notice to Partner. This Section 9 will not apply to the extent that the alleged infringement arises from use of the Services or Insight SaaS Platform in combination with data, software, hardware, equipment, or technology not provided by eLuma or authorized by eLuma in writing, modifications to the Services or Insight SaaS Platform not made by eLuma,



information provided to eLuma by Partner, including Partner Data, or Third-Party Materials (as defined in the Software Terms). For the avoidance of doubt, eLuma shall have no indemnification obligations with respect to the Insight SaaS Platform if it has not granted a license to access and use the Insight SaaS Platform to Partner. eLuma's obligations in this Section shall be eLuma's sole obligation, and Partner's sole remedies, in the event of any infringement of intellectual property or proprietary rights by or related to the Services or Insight SaaS Platform.

9.2 **Partner Indemnification.** Partner shall indemnify, hold harmless, and, at eLuma's option, defend eLuma from and against any Losses resulting from any Third-Party Claim that the information provided to eLuma by Partner, including Partner Data, or any use of the such information, including Partner Data, in accordance with this Agreement, infringes or misappropriates a third party's U.S. intellectual property rights and any Third-Party Claims based on Partner's or any Authorized User's (a) negligence or willful misconduct; (b) use of the Services, Insight SaaS Platform, or eLuma Technology in a manner not authorized by this Agreement; (c) use of the Services, Insight SaaS Platform, or eLuma Technology in combination with data, software, hardware, equipment, or technology not provided by eLuma or authorized by eLuma in writing; or (d) modifications to the Services, Insight SaaS Platform, or eLuma Technology not made by eLuma, provided that Partner may not settle any Third-Party Claim against eLuma unless eLuma consents to such settlement, and further provided that eLuma will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL ELUMA OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE INSIGHT SAAS PLATFORM, OR THE ELUMA TECHNOLOGY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ELUMA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL ELUMA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ELUMA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **INSURANCE.** eLuma shall procure and maintain Commercial General Liability insurance with coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. eLuma shall also procure and maintain Professional Liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Both general and professional liability insurance policies will be procured and maintained for the duration of this Agreement.

12. **NOTICES.** Notices required under this Agreement shall be in writing and may be delivered by email, by certified mail with return receipt requested, or by overnight courier service to the individuals listed in the Order Form. Notice shall be deemed received, and therefore effective, same day if by email, upon delivery if by hand, two (2) business days following deposit in the U.S. Mail, registered or certified mail, postage prepaid mailing, or one (1) business day after deposit for overnight delivery with a bonded courier holding itself out to the public as providing such service.

13. **CONFIDENTIALITY**

13.1 **Confidential Information.** "**Confidential Information**" means any information disclosed under this Agreement by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of eLuma whether or not so designated upon disclosure or confirmed in writing: (i) eLuma pricing; (ii) this Agreement, including the existence and the terms hereof; and (iii) eLuma Technology. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party in violation of such Party's obligations of confidentiality, non-disclosure, and limitations of use; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained pursuant to a written consent or without confidentiality obligations by the Receiving Party from a third party without, to the knowledge of the Receiving Party (after reasonable inquiry),



a breach of such third party's obligations of confidentiality; or (5) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

13.2 Nonuse and Nondisclosure. The Receiving Party will carry out its obligations hereunder using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Each Party will protect the other Party's Confidential Information in accordance with, and will otherwise comply with the provisions of applicable state and federal law, including the Family Educational Rights and Privacy Act ("**FERPA**"). The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such Party's employees, except that the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform the Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement and eLuma is authorized to disclose Confidential Information to the Clinicians, provided however that such employees or contractors (including Clinicians) are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

13.3 Return or Destruction of Confidential Information. The Receiving Party will promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, in each case, as requested by such Disclosing Party at any time in writing; provided, however, the Parties agree that eLuma's continued access to Partner's Confidential Information which is required for the Services or the Therapy and Instructional Services will be deemed a Partner obligation hereunder. Each Party's obligations of non-disclosure with regard to specific Confidential Information are effective as of the Effective Date and will expire five years from the date such Confidential Information is first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14. MISCELLANEOUS.

14.1 Statistical Data. eLuma may analyze information provided to eLuma by Partner, including Partner Data, and data or other content or information of other clients, to create aggregated or anonymized statistics or data that do not identify Partner or any individual, and eLuma may during and after the Term use and disclose such statistics or data in its discretion, subject to applicable laws and regulations

14.2 Applicable Law. The Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. The Parties agree any legal suit, action, or proceeding arising out of or related to this Agreement, the Services, the Insight SaaS Platform, or eLuma's Technology will be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.3 Non-Solicitation. Partner will not, during the term of the Agreement and for two (2) years thereafter, directly or indirectly, solicit, hire or receive any services from any then-current or former employee or independent contractor of eLuma or any Paired Clinicians (with "former" employees, independent contractors, and Paired Clinicians including any such person or entity directly or indirectly employed by or doing business with eLuma within the then-prior twelve (12) month period), in each case without eLuma's prior written consent. Partner understands and agrees that eLuma has incurred significant expense in hiring and training its employees and in identifying and engaging independent contractors, including developing a network of qualified Clinicians, and that any efforts by Partner to solicit, hire, or receive services from any employee or independent contractor or otherwise undercut that network by contracting directly with a Paired Clinician would result in irreparable harm to eLuma.

14.4 Assignment. Partner may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of eLuma, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.



14.5 **Entire Agreement.** This Agreement contains the entire understand of the Parties relating to the subject of this Agreement and supersedes all prior written or verbal and all contemporaneous verbal agreements and understandings relating thereto. This Agreement may only be amended in a writing signed by duly authorized representatives of the Parties.

14.6 **Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other exercise of such rights.

14.7 **Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Agreement, including a breach of this Agreement, will be settled by confidential binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before an arbitrator sitting in Salt Lake County, Utah. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of Delaware. The Party found at fault will bear any fees and administrative costs associated with the arbitration. Each Party shall bear their own respective attorneys' fees and costs except where such fees and costs are awarded by the arbitrator pursuant to applicable law. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the Parties. This Section provides the sole recourse for the resolution and settlement of any disputes arising out of, in connection with, or related to this Agreement. By accepting the terms of this Agreement, Partner understands and agrees that Partner is waiving the right to participate as a class representative or member in any class action lawsuit, collective action lawsuit, or other representative matter. The foregoing notwithstanding, claims brought to enforce the terms and conditions of Section 13 and Section 14.2. of this Agreement are expressly exempted from this arbitration provision, and may be brought before a court of competent jurisdiction.

14.8 **Equitable Relief.** Partner acknowledges and agrees that a breach or threatened breach of Section 5 or Section 13, would cause eLuma irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, eLuma will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.9 **Severability.** The provisions of this Agreement are severable. If a court determines any provision of this Agreement to be invalid, illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the Parties that this Agreement be enforced to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.10 **Force Majeure.** Neither Party will be responsible for any failure to fulfill its obligations in this Agreement (except for any obligations to make payments) due to causes beyond its reasonable control, including without limitation, computer viruses, bugs, tampering, unauthorized intervention, fraud, communications line failure, acts or omissions of government or military authority, acts of God, pandemics, epidemics, shortages of materials or labor, transportation delays, fires, floods, labor disturbances, riots or wars.

14.11 **Use of Name and Logo.** Partner acknowledges and agrees that eLuma may use Partner's name and logo to identify Partner, and its applicable school district, as a Partner of eLuma on eLuma's website, Partner lists or other marketing materials. eLuma's use of Partner's (or its school district's) name and logo does not create any ownership right therein and all rights not granted to eLuma are reserved by Partner.

14.12 **Independent Contractor Status.** It is expressly agreed that eLuma and Partner shall be independent contractors and that the relationship between the Parties shall not constitute a partnership or joint venture. Neither Party has authority to enter into contracts on the other Party's behalf.

14.13 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14.14 **Export Regulation.** Partner shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services, Insight SaaS Platform, eLuma Technology or any Partner Data outside the US.



Services Addendum

If Partner elects to purchase Services, as set for in an Order Form, these terms and conditions in this Services Addendum shall control with respect to the Service(s). Capitalized terms not defined in this Services Addendum have the meaning given elsewhere in the Agreement.

1. ELUMA SERVICES.

1.1 Facilitation of Clinician's Performance of Therapy and Instructional Services. eLuma will facilitate the performance by the Clinicians (as defined below) of therapy and instructional services (the "**Therapy and Instructional Services**") on behalf of Partner to Partner's students who are enrolled in grades K-12 (collectively, the "**Students**" and, individually, a "**Student**") through the provision of software, non-clinical support services, technology and such other such services provided for in the Agreement (such facilitation and other services provided by eLuma, the "**eLuma Services**"). For clarity, the Services shall not include the provision of the Therapy and Instructional Services. The Therapy and Instructional Services shall be furnished to Partner by the Clinicians as independent professionals and subject to the terms of a services agreement executed between Partner and each Clinician (each, a "**Therapy and Instructional Services Agreement**"). Partner agrees to execute a counterpart signature page to such Therapy and Instructional Services Agreement simultaneously with the execution of the Agreement. eLuma shall provide to Partner a presentation of one or more Clinicians qualified to provide the applicable Therapy and Instructional Services, which Clinicians shall not be unreasonably denied or rejected. In the event Partner either provides to eLuma acceptance of a presented Clinician or fails to reasonably reject a presented Clinician within two (2) days following the presentation thereof, such Clinician shall be deemed accepted. eLuma shall coordinate each accepted Clinician's execution of a counterpart signature page of a Therapy and Instructional Services Agreement. Upon execution of such Therapy and Instructional Services Agreement, each Clinician that is a party to such Therapy and Instructional Services Agreement shall be a "Paired Clinician" of Partner. Paired Clinicians are not employees, agents, subcontractors or representatives of eLuma. Partner agrees to simultaneously provide eLuma with a copy of any notice from Partner pursuant to a Therapy and Instructional Services Agreement. In the event of any termination by Partner of a Therapy and Instructional Services Agreement with respect to a particular Paired Clinician, eLuma shall have the ability to provide to Partner, within fifteen (15) business days following eLuma's receipt of notice of such termination, a presentation including a Clinician qualified to provide the Therapy and Instructional Services formerly provided by the Paired Clinician pursuant to the terminated Therapy and Instructional Services Agreement (which replacement Clinician provided to Partner in the presentation shall not be unreasonably denied or rejected by Partner). In the event eLuma fails to timely provide such presentation of a replacement Clinician, the scope of the Therapy and Instructional Services and corresponding portions of the Agreement shall be equitably adjusted.

1.2 Recommendation of Qualified and Credentialed Clinicians. eLuma will provide Partner with a presentation of credentialed and qualified clinician(s) and educator(s) (the "**Presentation**") based on Partner's stated staffing needs as set forth in an applicable Order Form. Qualified clinicians and educators may include, but are not limited to, school psychologists, speech-language pathologists, occupational therapists, social workers, counselors, psychologists, physical therapists, special educators, or other individuals (each, a "**Clinician**" and, collectively, the "**Clinicians**") authorized under applicable law to provide the Therapy and Instructional Services to School's Students qualified to receive such services. Within two (2) business days of receiving the Presentation (the "**Selection Period**"), Partner shall select Clinician(s) to provide Therapy and Instructional Services to the Students, provided that if Partner does not select specific Clinician(s) by the expiration of the Selection Period, eLuma may offer Clinician(s) on Presentation(s) the opportunity to provide Therapy and Instructional Services to Partner and the Students.

2. THERAPY AND INSTRUCTIONAL SERVICES

2.1 Provision of Therapy and Instructional Services. The Therapy and Instructional Services will be provided by Paired Clinicians in accordance with the Therapy and Instructional Services Agreement(s) attached as Exhibits to this Addendum and any Order Form entered into between the Parties, including the initial Order Form attached hereto as Addendum 1, and may include but not be limited to: therapy services; instructional services; consultation and collaboration with teachers, caregivers and Partner; assessment services; administrative and billing work; pre- and post-assessment and intervention services; maintenance of regular documentation of services provided, recommended service plan, services provided, and responsiveness to services as well as participation in Partner meetings, including, but not limited to, individualized education planning meetings, as mutually agreed by Partner and Paired Clinicians. The Therapy and Instructional Services will be provided by Paired Clinicians via video conference technologies included in the Insight™ Software (defined below), unless otherwise specified, and in accordance with the Order Form attached hereto.

2.2 Start Date. The Therapy and Instructional Services will start no later than forty-two (42) calendar days from the date an applicable Order Form is executed or the first day of the next-commencing academic year, whichever comes last ("**Services Start By Date**"). Implementation starts immediately following the signing of an applicable Order Form, and both Parties will work together in good faith to begin the Services as soon as possible. If Partner is not ready to commence the Services by the Services



Start By Date, eLuma is entitled to full payment in accordance with the Agreement. If eLuma is not ready to start providing the Services by the Services Start By Date, Partner has one week to elect in writing one of the following options: a) compensatory time be provided to assigned Students for missed services from the time the applicable Order Form is signed to when student services begin (i.e., additional "make-up" services will be provided on an equitable basis) or b) eLuma calculates a prorated credit that will be applied to future orders. If Partner elects compensatory time in writing, eLuma cannot guarantee the same Paired Clinicians or schedule availability to provide compensatory time. However, eLuma will work to coordinate for Clinicians to provide Therapy and Instructional Services to assigned Students in a reasonable time frame and in coordination with Partner.

3. **Additional Services.** To the extent ordered by Partner, eLuma may provide the following additional services, in each case as described in and subject to the additional fees outlined in the applicable Order Form: (i) the provision of an onsite and qualified System Administrator who physically works at the designated sites where students receive the Therapy and Instructional Services (or a Project Manager who works online with virtual schools) in order to coordinate scheduling, facilitate therapy sessions, collaborate with and provide non-clinical training to school staff and administration, and technical support services ("**Support Services**"); and (ii) software onboarding and implementation services, which may include assistance with site selection, technical configuration, facilitator training, scheduling, administrator orientation, school principal orientation, school staff and therapist orientation, coordination and training for school IT department, caregiver orientation, and training regarding the Insight SaaS Platform ("**Onboarding Services**"). The Support Services and Onboarding Services are collectively referenced herein as the "**Additional Services**," and the eLuma Services and Additional Services are collectively referenced herein as the "**Services**".

4. CLINICIAN CREDENTIALS AND AVAILABILITY

4.1 **Compliance.** Any Paired Clinician who provides the Therapy and Instructional Services is duly qualified and, if required by law, licensed, registered, authorized, or otherwise qualified to provide the Therapy and Instructional Services. eLuma will use commercially reasonable efforts to ensure that the Clinicians follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of the Therapy and Instructional Services.

4.2 **Provision of Services.** eLuma will use its reasonable efforts to provide the Services throughout the Term. If Partner does not sign the Order Form within thirty (30) days of receipt, eLuma shall not be responsible for any resulting delays to the Services or inability to provide all requested Clinician availability for any required Therapy and Instructional Services.

4.3 **Requirements.** The Parties agree to diligently meet requirements and will use reasonable efforts to fulfill them with expedience and on a coordinated basis with the other Party. In the event that Partner fails to meet any of the requirements listed herewith, eLuma shall not be deemed responsible for failure to coordinate Paired Clinicians' delivery of the Therapy and Instructional Services.

5. **CREDENTIALING REQUIREMENTS.** eLuma will use commercially reasonable efforts to confirm all Paired Clinicians meet the applicable state professional licensing and state department of education requirements to furnish Therapy and Instructional Services to Partner (the "**State Qualifications**"); provided, however, Partner accepts the sole responsible for confirming the Paired Clinician's credentials meet all required State Qualifications for the contracted Therapy and Instructional Services. Partner agrees to provide any of Partner's additional credentialing, background check or other Partner-specific requirements (the "**Additional Qualifications**") to eLuma in writing no later than seven (7) days after the date of the Effective Date, and eLuma agrees to utilize commercially reasonable efforts to accommodate and confirm Paired Clinicians' compliance with such Additional Qualifications. If Partner desires to change the Additional Qualifications, Partner will notify eLuma of the new Additional Qualifications in writing and provide at least ninety (90) days for eLuma to utilize its commercially reasonable efforts to confirm Paired Clinicians have met the Additional Requirements. For purposes of clarity, unless prohibited by any applicable law, the delivery of the Therapy and Instructional Services will not be interrupted in connection with the Additional Qualifications.

6. **SITE REQUIREMENTS.** Partner agrees to provide and maintain a specially designated location(s) (each, a "**Site**") for Paired Clinicians to furnish the Therapy and Instructional Services. The Site designated by Partner must have an area that is quiet, confidential, and relatively free of distraction. Partner agrees to provide an adult supervisor, support person or caregiver at the Site whenever the Paired Clinicians deliver the Therapy and Instructional Services and/or other on-site sessions. Partner will also ensure the following non-clinical items are available and/or provided at each Site: working computers, audio devices, microphone devices, webcams, document camera, high speed Internet, appropriate desk and chairs (properly sized) for the Site as specified by eLuma.

7. **THERAPY SPECIFIC MATERIALS.** From time to time, a Paired Clinician may request Partner provide additional materials and equipment to furnish the Therapy and Instructional Services (collectively, "**Materials**"). These Materials may include writing utensils, paper, therapy mats, gym mats, yoga balls, exercise bands, clothespins, student booklets (as necessary), manipulatives, and more depending on the service being delivered. Partner will be responsible for the cost of Materials, and



both Parties will work together in good faith to ensure that Students have the Materials they need to participate in the Therapy and Instructional Services.

8. **IMPLEMENTATION SETUP.** The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

8.1. eLuma will:

- i Assign a project manager who will lead the implementation project, ensure that eLuma and non-clinical Paired Clinician tasks are completed in a timely manner, and make sure all parties are coordinated so that the Therapy and Instructional Services can begin as quickly as possible;
- ii Provide technology support with respect to Site(s) configuration and setup as requested by Partner and in good faith collaboration with Partner's technology specialists;
- iii Match Partner with Paired Clinicians and staffing needed by Partner for the Therapy and Instructional Services as outlined in this Addendum and the applicable Order Form;
- iv Provide a copy of the fully executed Agreement and evidence of the Professional and General Liability insurance of eLuma and Paired Clinicians to Partner upon request;
- v Use commercially reasonable efforts to assist Partner in obtaining applicable signed W-9 forms from Paired Clinicians; and
- vi Provide platform training to adult supervisors (also known as "facilitators") in the form of print guides, video guides, and, if applicable, live training.

8.2. Partner will:

- i Assign a main point of contact for Partner during implementation, who will ensure that Partner's tasks are completed in a timely manner and that the implementation stays on schedule;
- ii Prior to providing any Students' records to eLuma, obtain written consent from Students' parents or authorized guardians for the provision of Therapy and Instructional Services, as required by FERPA or other law, as applicable, for a) disclosure of Students' records to eLuma and b) provision of Therapy and Instructional Services by eLuma to Students;
- iii Provide caseload information including, but not limited to the number of Students requiring the Therapy and Instructional Services, minutes of the Therapy and Instructional Services, and group therapy session size not to exceed four (4) Students at a time and no more than two (2) Students per computer;
- iv Provide the name(s) of each Site and Facilitator for each Site where the Therapy and Instructional Services will take place, along with each Facilitator's best phone number and email address;
- v Provide access to Student Individualized Education Plans (each, an "IEP") by software access, fax, or password protected pdf;
- vi Provide adequate training and support to Paired Clinicians, eLuma employees and eLuma independent contractors for the use of school systems, processes and procedures;
- vii Provide current copies of the academic calendar, along with special scheduling considerations; and
- viii Provide support in creating the therapy schedule with the Paired Clinicians.

9. **DELIVERY REQUIREMENTS.** The Parties mutually agree to meet and fulfill implementation requirements as specified and set forth as follows.

9.1 To facilitate successful delivery of the Therapy and Instructional Services, eLuma will identify and match Partner with Paired Clinicians to provide Therapy and Instructional Services in a timely and efficient manner

9.2 To facilitate successful delivery of the Therapy and Instructional Services, Partner will:

- i Use its best efforts to communicate and deliver information in a timely manner;
- ii Use its best efforts to execute implementation requirements outlined in the onboarding process by eLuma in a timely manner;
- iii Provide a full list of Students, based off the Order Form, who will receive the Therapy and Instructional Services furnished by Paired Clinicians as soon as the school year start date but no later than 4 weeks after the school start date;
- iv Provide access to Student IEP files and other related documentation that will be necessary to provide the Therapy and Instructional Services; and
- v Provide a Facilitator at each Site where the Therapy and Instructional Services take place to perform the following:
 - a. Take Students to and from the Site where the Therapy and Instructional Services take place;
 - b. Help Students log into the computer and the Insight SaaS Platform, put on the headset, etc.;
 - c. Ensure the computer is properly connected to the Insight SaaS Platform and contact the Paired Clinician or eLuma tech support if necessary and if procured by Partner under an Order Form;
 - d. Ensure any technology issues are reported in a reasonably timely manner and, where applicable are addressed by Partner;
 - e. Provide support for Student as requested and under the direction of the Paired Clinician;
 - f. Assist in scheduling and communicating general expectations with school staff and Paired Clinicians;
 - g. Provide Student school schedules;
 - h. Ensure compliance with state and federal special education laws and regulations; and
 - i. Perform such other tasks as may be reasonably requested by eLuma or Paired Clinician.

10. SUPERVISION

10.1 Assistive Personnel. If an Order Form provides for a Paired Clinician to furnish the Therapy and Instructional Services, which require supervision of clinical assistants or interns, including, but not limited to, Speech Therapy Assistants, Occupational Therapy Assistants, Physical Therapy Assistants, and unlicensed assistive personnel (collectively, "**Assistive Personnel**"), at the Site, Partner represents and warrants Assistive Personnel will:

- i Possess the education and training required by applicable law;
- ii Be authorized under applicable state law to provide Assistive Personnel services and adhere to state and/or national codes of ethics, duties, and responsibilities;
- iii Follow treatment plans approved by the supervising Paired Clinician; and
- iv Adhere to all limitations on the scope of Assistive Personnel's applicable state authorization. Assistive Personnel will not: administer standardized or non-standardized diagnostic tests; make clinical or treatment decisions; prepare treatment plans for each Student with whom the Assistive Personnel works; sign all formal documents and/or review session notes; and participate in IEP meetings, case conferences, caregiver meetings without the supervising Paired Clinician.

10.2 Supervision. Partner will also verify that supervision of assistants or interns via teletherapy is allowed by the applicable jurisdiction, and Partner represents and warrants that, if Partner permits any such supervision by a Paired Clinician, that such supervision via teletherapy is allowed and not prohibited by any applicable law.

11. MAKE-UP/NO SHOW OPERATION STANDARDS



11.1 **Attendance.** To benefit from Therapy and Instructional Services, it is necessary for a Student receiving such services to attend regularly. For IEP-related services, Paired Clinicians are expected to comply with the minutes enumerated in the plan. eLuma considers absences from the provision of Therapy and Instructional Services the same as an absence from any required school class.

11.2 **No-Show.** A Student does not attend a pre-scheduled Therapy and Instructional Services session without any communication from Partner to the Paired Clinician in advance. A makeup session is forfeited.

11.3 **Late Cancellation.** Partner cancels a pre-scheduled Therapy and Instructional Services session with less than 24-hour notice to the Paired Clinician. A makeup session is forfeited.

11.4 **Partner Cancellation.** Partner cancels a pre-scheduled Therapy and Instructional Services session with more than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.5 **Paired Clinician Cancellation.** Paired Clinician cancels a pre-scheduled Therapy and Instructional Services session with more or less than 24-hour notice. The applicable Student will be offered a makeup session within two (2) weeks of the missed session. If the Paired Clinician or applicable Student is unable to make up the pre-cancelled session within two (2) weeks, a written agreement from eLuma to permit and coordinate the applicable services beyond the timeframe will be needed.

11.6 **Makeup Sessions.** Notice of absence is required 24 hours prior to a scheduled Therapy and Instructional Services session to be eligible for a makeup session. Makeup sessions are dependent on availability of Paired Clinicians and applicable Students. Makeup sessions must be held within two (2) weeks of the originally canceled session. Extenuating circumstances for needed makeup sessions beyond such two (2) week period require agreement by eLuma in writing. If the applicable Student does not attend a scheduled makeup session and/or the Paired Clinician is not notified 24 hours prior to the session of the absence, then the session is forfeited and may not be made up at a later date.

12. **CONTRACT BUYOUT.** Partner agrees that should it, during the Restricted Period directly or indirectly, employs or otherwise retains a Restricted Clinician for the provision of any Services, Partner shall pay to eLuma as consideration for the introduction a fee equal to the greater of (i) \$45,000, or (ii) 25% of the annualized, twelve-month fee for the Restricted Clinician's provision Therapy and Instructional Services (the "**Contract Buyout Fee**"), regardless of whether the Restricted Clinician ultimately provided Therapy and Instructional Services to Partner through eLuma or not that Contractor actually performed work for Partner through eLuma. If a Restricted Clinician accepts employment or engagement for the performance of any Therapy and Instructional Services in any format with or for the benefit of Partner (other than pursuant to a Therapy and Instructional Services Agreement pursuant to the Agreement), the Contract Buyout Fee must be paid in full prior to the first day the Contractor performs services in the new position. Any work performed, prior to the date of the Contract Buyout Fee payment is received, shall be billed to Partner as normal. For purposes of the Agreement, the term "**Restricted Clinician**" shall mean a Clinician introduced to Partner by eLuma when the introduction is made in the form of a resume, curriculum vitae, presentation (including the Presentation) or any other means, for the purpose of enabling Partner to engage Clinician for Therapy and Instructional Services). For purposes of the Agreement, the "**Restricted Period**" shall mean the later of (i) eighteen (18) months after the first date of introduction to Partner, or (ii) if Restricted Clinician has furnished Therapy and Instructional Services for Partner, for a period of eighteen (18) months after the expiration of the Restricted Clinician's last Statement of Work with Partner under the Agreement. This Clause 12, subsection C shall survive termination of the Agreement.

13. **PARTNER NOTIFICATION.** Partner must inform eLuma in writing within two (2) business days if any Clinician presented by eLuma is already known to Partner through means other than eLuma. If Partner fails to so notify eLuma, eLuma shall be deemed to have made the introduction.

FIRST AMENDED AGREEMENT

THIS FIRST AMENDED AGREEMENT ("Agreement") is made and entered into on _____, 2024, by and between **Munoz Construction a Nebraska Corporation; and Scotts Bluff County School District No. 79-0016 (commonly known as Gering Public Schools), a Nebraska Political Subdivision, ("School")** and supersedes any previous agreement between the parties.

RECITALS

- A. Munoz Construction owns certain real property located on [LT 26, BLK 1, THE PRESERVE; 2305 SHADOW RIDGE DR GERING NE 69341].
- B. School desires to use the Property (as defined below) for instructing students in the practical application of skills taught in the School's Building Trade Program. Specifically, the School desires to use the Property so students in the Schools' Building Trade Program can construct a house on the Property under the direction of Travis Gable, a certified teacher employed by the School.

NOW THEREFORE, in consideration of the foregoing recitals which are hereby made a part of this agreement and the mutual promises set forth herein, Munoz Construction and the School agree as follows:

1. **Real Estate Description and Consideration.** Munoz Construction agrees to allow School and School agrees to build a house on the following described real estate, to-wit:
LT 26, BLK 1, THE PRESERVE; 2305 SHADOW RIDGE DR GERING NE 6934]
2. **Construction and Improvements to Real Estate.** School will build a house on the Property under the direction of a certified teacher employed by School. The plans and specifications of the buildings will be reviewed by Munoz Construction. School anticipates using students who are enrolled in the School's Building Trade Program to perform carpentry, framing, and hanging of cabinetry. It is anticipated that School will subcontract for all drywall, roofing, garage door installation, countertops, site grading, rain gutters, concrete work and other items as necessary. A certified teacher employed by the School, will be responsible for supervising the construction of the Property on behalf of School. School may, at its option, subcontract additional work based upon time frame and ability to complete the Agreement in a timely manner.
3. **Review of Contractors and Materials.** The plans and specifications for the building of a residential home on the Property will be reviewed by Munoz Construction. School and Munoz Construction shall work together to obtain bids from contractors and to select contractors in a commercially reasonable manner which will perform services in connection with any construction on Property. Munoz Construction will provide a list of subcontractors that may be considered when bidding out services.
4. **Payment.** Munoz Construction shall pay to School the sum of the following; (A) the builders risk insurance policy obtained by School (it is anticipated that this insurance will be purchased through a local insurance Company), plus (B) the total amount of expenses incurred by School, excluding tool costs, to construct the building on the Property, plus and (C) a minimum guaranteed amount of \$10,000 will be gifted to the Gering Schools Foundation as a result of the certified teachers' duties of oversight of the project, to be used for the construction class.

5. **No Partnership Created.** School and Munoz Construction have entered into this Agreement for the purpose of providing students in the Building Trades Program an opportunity to learn skills by working in an actual construction setting. School and its employees and students are not, in any way, employees or agents of Munoz Construction, but rather the students are present for educational purposes only. Nothing in this Agreement shall be construed as creating a partnership or joint venture between School, its employees, its students, and Munoz Construction.
6. **Compliance with Rules and Regulations.** Munoz Construction agrees that it shall comply with all applicable building codes, zoning regulations and all other federal, state, and local laws, rules, regulations, and ordinances.
7. **Plans.** Munoz Construction shall create and submit to the School for review all blueprints, drawings, specifications, and other plans in connection with any buildings or other structures on the Property prior to the time such buildings or other structures are constructed.
8. **Restrictions on Property.** Munoz Construction shall not cause or consent to any easement, covenant, reservation, or restriction on, over, or against the Property, lease all or any portion of the Property, or otherwise allow the Property to be encumbered without first obtaining the prior written consent of the School.
9. **Munoz Construction Representations and Warranties.** Munoz Construction is a limited liability corporation duly organized and in good standing under the laws of the State of Nebraska. Munoz Construction has all requisite authority and power to execute, deliver, and perform this Agreement.
10. **School's Representations and Warranties.** School is a political subdivision under the laws of the State of Nebraska. School has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by School's Board of Education in accordance with Nebraska law.
11. **Headings.** The section headings used in this Agreement are for convenience of reference only, and they shall not limit, affect, or otherwise be used in the construction and interpretation of this Agreement.
12. **Notices.** Any document, written notice, or written consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail postage prepaid and addressed as follows:

If to Munoz Construction:	Sal Munoz Munoz Construction 1200 3 rd Avenue Scottsbluff, NE 69361
If to the School:	Nicole Regan

Gering Public Schools
Administration Building
1519 10th Street
Gering, NE 69341

Any change in contact information shall be given by written notice in the manner specified in this section.

14. **Binding Effect: Benefits.** This Agreement shall be binding on and shall insure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement is intended to confer on any person or entity other than the parties hereto any right, remedy, obligation, or liability.
15. **Entire Agreement.** This agreement constitutes the complete and exclusive expression of the terms and conditions of the agreement between Munoz Construction and School pertaining to the subject matter hereof and supersede all prior proposals, agreements, understandings, negotiations, and discussions.
16. **Execution in Separate Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement shall become effective when each party has executed at least one counterpart of this Agreement. All such counterparts shall be construed together and shall constitute one instrument. A photocopy, facsimile copy, or email transmission of a copy of this Agreement shall be enforceable as an original.
17. **Execution of Additional Documents.** Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.
18. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, Munoz Construction and the School have caused this Agreement to be executed by their respective authorized representatives.

Munoz Construction

By: _____

Sal Munoz, Owner

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on- _____ 2024,
by Sal Munoz, Owner of Munoz Construction.

Notary Public

**Scotts Bluff County School
District 79-0016**

By: _____
Brian Copsey, President
Board of Education

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on _____, 2024, by BJ
Peters, President of the Board of Education of Scotts Bluff County School District 79-0016, on behalf of
the District, upon proper authority, and for the purposes herein stated.

Notary Public



**DANA F. COLE
& COMPANY LLP**
CERTIFIED PUBLIC ACCOUNTANTS

1510 BROADWAY
PO BOX 2009
SCOTTSBLUFF, NEBRASKA 69363
T: 308.632.4400 F: 308.632.6513

DANACOLE.COM

July 11, 2024

To the Board of Education
Scotts Bluff County School District No. 16
Gering Public Schools
1800 8th Street
Gering, NE 69341

We are pleased to confirm our understanding of the services we are to provide Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, for the year ended August 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, as of and for the year ended August 31, 2024.

We have also been engaged to report on supplementary information that accompanies Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards.
2. General Fund Components - Combining Schedule of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Schedules of Receipts, Disbursements, and Changes in Fund Balance - Modified Cash Basis - Budget and Actual - All Funds.
2. Activities Fund - Schedule of Changes in Cash Balances.
3. Other supplementary information required or requested.

If applicable, we will also audit the schedule of classifications of payrolls by NCCI codes for the year ended August 31, 2024, to obtain reasonable assurance about whether the classification of payrolls by NCCI codes and payrolls in total is free of material misstatements and we will issue an opinion thereon.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an

unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management override of controls.
2. Improper revenue recognition.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the

override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating

and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the modified cash basis of accounting; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters. You are responsible for providing the Annual Financial Report (AFR) two weeks prior to submission with the Nebraska Department of Education (NDE).

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving

(1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Dana F. Cole & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Dana F. Cole & Company, LLP, is not involved, you agree to clearly indicate in the exempt offering document that Dana F. Cole & Company, LLP, is not involved with the contents of such offering document.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the *Uniform Guidance*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form

and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, the schedule of expenditures of federal awards and related notes of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, in conformity with the modified cash basis of accounting and the Uniform Guidance based on information provided by you. We will also assist in preparing the Schedule of Classification of Payrolls by NCCI Codes and Payrolls in Total and propose journal entries.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement

Scotts Bluff County School District No. 16
Gering Public Schools
July 11, 2024
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based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Dana F. Cole & Company, LLP, cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, is responsible for maintaining its own data and records.

Information provided to us electronically by email or other means is used solely to transmit data and is not intended to store Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska's information. Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, is responsible for downloading any deliverables and other records from our electronic storage that it wishes to retain for its own records at the completion of the engagement.

Upon completion of the engagement, data and other content will either be removed from our electronic storage or become unavailable to Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska, within a reasonable time frame.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Nebraska Auditor of Public Accounts and the Nebraska Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Nebraska Auditor of Public Accounts and the Nebraska Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael D. Scow is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them. To ensure that Dana F. Cole & Company, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates for the individuals involved. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska. Circumstances may arise in which our reports may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent

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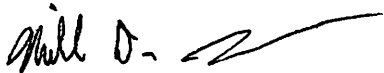
financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Upon request, we will furnish you with a copy of our most recent external peer review report, or it can be found at <https://peerreview.aicpa.org> if desired.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original and return it to us. The copy enclosed is for your records.

Yours truly,



MICHAEL D. SCOW
For the Firm

e-mail: scow@danacole.com

MDS:kmc

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of Scotts Bluff County School District No. 16, Gering Public Schools, Gering, Nebraska.

By: _____

Title: _____

Personal Electronic Device (PED) Rationale-Gering Middle School

It is of critical importance that Gering Middle School maintains a safe, predictable learning environment conducive to the learning of all students. By maintaining and adhering to the schoolwide expectations related to the use of personal electronic devices (PEDs), we will work to ensure that every student is provided the opportunity to access high levels of learning and feel safe at school.

We believe that PEDs (e.g.. cell phones, earbuds, smartwatches), do not serve an academic purpose and have the potential to lead to the following negative outcomes for students:

- Disengagement from class activities
- Disengagement from positive personal relationships with staff and students
- Cyberbullying
- Elopement from class and other attendance-related activities
- Verbal or physical altercations or other safety-related activities

As such, GMS will be transitioning to a PED-free school for the 2024-2025 school year. This means that students will be asked to store all PEDs in their backpacks/lockers between the hours of 8:00 AM-3:20 PM. Any requests for temporary access to a PED must be made directly to school administration. A final decision on an exception will be made by GMS administration to ensure the policy is being implemented in a consistent, equitable manner.

In the event a student is in violation of the stated expectations, the PED will be confiscated and stored in the main office. The following consequences will be utilized for repeat offenses.

Consequences

- 1st & 2nd Offense - Parent/guardian will be notified to pick up PED between 3:20-4:00.
- 3rd Offense - Parent/guardian must conference with an administrator prior to picking up the PED.
- 4th Offense - Student will be removed from instructional space and receive a 1 day out-of-school suspension. Parent/guardian must conference with an administrator prior to picking up the PED.
- 5th Offense - Student will be removed from instructional space and receive a 1 day out-of-school suspension. Parent/guardian must conference with an administrator prior to picking up the PED. An individual student/parent plan will be created.

Students may use PEDs when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

Definitions

1. "Personal electronic devices" include, but are not limited to, cell phones, portable game consoles, cameras, personal laptop computers, earbuds, smartwatches and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

2. "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
 - a. Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
 - b. Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
 - c. Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

RESOLUTION APPROVING CERTAIN STAFF TRAININGS

WHEREAS, during the 2024 legislative session, the Legislature enacted LB 1329; and,

WHEREAS, LB 1329 defers to each Board of Education to determine the reasonable length of time for certain staff training requirements; and

WHEREAS, to ensure that the District’s planned training requirements for the 2024-2025 school year comply with these statutory requirements, the Board of Education adopts this Resolution to find and determine that the following training requirements are reasonable in scope and length.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby determines as follows:

1. The following trainings are reasonable in both length and scope and the Superintendent or designee shall identify the District staff who shall be trained as follows:

Subject	Required by	Source of Training	Approximate Length of Training	Participants
Behavioral Awareness	Neb. Rev. Stat. § 79-3603	ESU 13	60 Minutes	Behavioral Point of Contact
Dating Violence Prevention	Neb. Rev. Stat. § 79-2,141	ALICAP	34 Minutes Annually	Grades 6-12 Staff
Suicide Prevention	Neb. Rev. Stat. § 79-2,146	Building a Suicide-Safe School Community	60 Minutes	All Staff
CPR/First Aid	Coaches, Preschool and Other Identified Staff	PPHD	2 Hours	Coaches & Preschool Staff
Standard Response Protocol	Neb. Rev. Stat. § 79-2,144(5); NDE Rule 10.011.01B	District Safety Team	1 Hour	All Staff
Fire Drills	Neb. Rev. Stat. § 81-527; Nebraska State Fire Code	District	15 Minutes	All Staff
Tornado Drills	Neb. Rev. Stat. § 2,144(8)	District	15 Minutes	All Staff
Intruder Drills	Neb. Rev. Stat. § 79-2,144(5);	District	2 Drills (60 Minutes Each)	All Staff

	NDE Rule 10.011.01B			
Bullying Prevention	Neb. Rev. Stat. Title IX § 79-2,137; NDE Rule 10.011.01F; NDE Guidance	ALICAP	60 Minutes	All Staff
Anti-Harassment and Discrimination Requirements for Designated Title IX Positions	Title IX, 20 U.S. Code § 1681	KSB School Law	1 Hour	All Staff
Trauma-Informed Practices	District Requirement	Educational Impact	2 Hours	All Staff
School Resource Officers and Building Administrators	Neb. Rev. Stat. § 79-2704	NASRO - Basic SRO Course SRP and Multiple Trainings	40 Hours - SRO 20 Hours - Admin	School Resource Officers and Identified Building Administrators
District Assessment Contact - State Assessments	NDE Guidance	NDE Training	60 Minutes Annually	Proctors, Teachers and Principals
Concussion Awareness	Neb. Rev. Stat. § 71-9104	ALICAP	18 Minutes	All NSAA Coaches - GHS and GMS
Pupil Transportation Drivers	NDE Rule 91.003.02	ALICAP	2 Hours	All Staff that Drive Students
Safe Seizure Schools	Neb. Rev. Stat. § 79-3204	ALICAP	1 Hour	All Staff (Every Two Years)
Concussion Awareness	Neb. Rev. Stat. § 71-9104	ALICAP	25 Minutes	Coaches
FERPA	20 U.S.C. § 1232g; 34 CFR Part 99	District	25 Minutes	All Staff
Psychological First Aid	District Requirement	NDE	16 Hours	New Crisis Response Team Members

2. The Superintendent or designee is authorized to implement additional training requirements for staff if the Superintendent or designee determines that additional training would be in the best interest of the District and/or is otherwise required by law.

3. The Superintendent or designee is further authorized to deviate from the source of these training requirements if any unexpected circumstances arise and the Superintendent or designee determines that it is in the best interests of the District to require a different training(s).

4. All District staff who are directed to attend or participate in any training requirement(s) must complete such training(s) in good faith and in accordance with this Resolution and the directives of the Superintendent or designee.

This Resolution shall continue until or unless modified by a vote of the majority of a quorum of the Board of Education.

DATED this ____ day of _____, 2024.

_____ **PUBLIC SCHOOLS**

BY: _____
President

ATTEST:

Secretary