



Ben Hill County 21st CCLC

Employee Handbook

2025-2026

Este manual será traducido a español sobre la petición.

This manual will be translated into Spanish upon request.

Mission Statement

The mission of the Ben Hill County 21st CCLC (Century Community Learning Center) After School Program is to offer a safe, fun, and enriching supervised environment for the children of Ben Hill County in grades six through eight. Emphasis is to be placed upon nurturing students, enhancing their self-esteem by assisting students with homework, and preparing them for the next day's school session.

General

The Ben Hill County 21st CCLC After School Program consists of two separate and distinct parts. The After-School Program runs throughout the school year and focuses on improving students' reading and math skills, reducing the number of student discipline referrals during day school, assisting students with their homework and reducing school absenteeism.

The Summer Camp is a four (4) week program usually held during the month of June. The focus of lessons in the morning is academics followed by a focus on the arts in the afternoon. Fridays are devoted to field trips to local attractions during summer camp. The Summer Camp will utilize Fridays as a reward for regular attendance during the week.

Enrollment Fees

There are no enrollment fees.

Recruitment and Retention Policies

A. Recruitment

- a. The mission of the Ben Hill County 21st CCLC After School Program is to help at-risk students improve the areas academics, social skills and attendance. We will endeavor to serve as many qualifying children as possible. Teachers, counselors, and administrative staff will assist program staff in determining if the students' needs can be met.
- b. Each teacher will be notified of the program dates and will be asked to submit the names of any students they feel will benefit from the program. Recruitment flyers will be sent out to all students announcing registration teachers and front office personnel at each site.
- c. The Principal will also be contacted for names of any students that he feels needs to be in the program.
- d. After the deadline for returning the applications, all applications will be placed on a list in the order of merit based on criteria of special needs and "at risk" along with family needs, teacher and principal recommendations, and grades. When possible, special needs children will be given a higher priority. We must include a representative sample of the honor roll children in with the selection process. This will allow an instant role-model in each class. Each site will keep a waiting list for applications that are returned after the deadline
- e. Letters/notices will then be sent to parents informing them of their child's acceptance or that their child will be on waiting list until a slot becomes available. Parents or guardians must attend the mandatory orientation meeting which will be scheduled shortly after program start-up.
- f. At present there are no private schools in Ben Hill County. If one were to start, we will execute the MOA with them with the above information.

B. Retention

- a. Activities within the program will be varied as much as possible, but our major objectives of improving reading and math skills must be constant. The program will offer activities which allow the students to interact with peers. The program will offer a period of physical and mental activities daily to energize our students.
- b. When there is a problem with the student whether it is with conduct or academics, the site supervisor will work with the family to ensure that the student stays in the program. Teacher and site supervisor will provide assistance to the parent in the form of family programs in connection with Communities In Schools Inc. (CIS) of Fitzgerald-Ben Hill County.
- c. Academic and behavior problems will be discussed with both the principal and day teacher so that a coordinated approach to help the student will be made.

Attendance Policy

The goal of the 21st Century program is to improve attendance of students in school. We will use inducements to improve school attendance. Thursday activities will be predicated upon perfect attendance for that week. At a minimum, a letter from a parent is required to excuse an absence. The final judgment as to whether the absence is excused or unexcused will remain with the site coordinator.

If a student misses 2 or more days consecutively, the CIS coordinator and/or program director(s) will make a home visit in order to ascertain the problem. The parents will be counseled on the importance of continuing attendance and the effect attendance has on grades.

If a student misses classes for 5 days or more consecutively the CIS coordinators and/or director(s) will again call upon the parents and tell them that their child will be dropped from the program if their child is not back in the next day's classes. The parent will be further advised that if their child is dropped they must re-apply and that the application will be placed at the bottom of the waiting list with no guarantee that there will be a slot available during the remaining school year. These attendance policies shall be put into writing and sent home for a parent's signature at the start of both the regular and summer program. Students will also sign the form.

Staff

The 21st Century After School Program staff shall consist of a Director for the overall supervision of the program, Site Coordinator for overall supervision of a program site and for each section of students a certified teacher and paraprofessional. Individual responsibilities are listed below.

Project Director: Ensures the efficient operation of the 21st CCLC Program in accordance with all grant goals and regulations.

- Oversees the hiring of all staff for grant positions
- Orient staff hired as site coordinator positions. Work with site coordinators to hire and orient site-specific staff
- Directs the daily operation of grant activities Insures the efficient collection of evaluation data
- Prepares and delivers quarterly reports to Communities In Schools Inc of Fitzgerald-Ben Hill County Board
- Conducts monthly leadership meetings at each after school site Attends and participates in monthly school system Principal/Directors meetings Attends conferences, training sessions, and seminars for the purpose of increasing program knowledge and skills
- Prepares and delivers public relation presentations in the community
- Attends regional meetings and training related to 21st CCLC grant. Assumes other duties and responsibilities directly related to the goals and objectives of the 21st CCLC.

Site Coordinator

- Organizes, manages, and coordinates the after-school program at the assigned site
- Supervises staff employed at the after-school site Implements the discipline policy
- Trains or arranges training for the staff Conducts staff and student orientation
- Coordinates with the school site principal on all activities
- Ensures that all classrooms used by program staff are cleaned prior to the daily departure of students
- Publishes a weekly class and activity schedule
- Provides materials as required by teachers and paraprofessionals
- Participates in monthly management meetings for the 21st CCLC- Afterschool program
- Participates in monthly teachers' meeting to communicate program information
- Prepares public information for newspaper and community newsletters.
- Works closely with CIS
- Ensures data collection for evaluation purposes with support of Data clerk
- Attends conferences, training sessions, and seminars for the purpose of increasing program knowledge and skills
- Provides input for and attends the Communities In Schools Inc of Fitzgerald-Ben Hill County collaborative meetings as necessary.
- Ensures the completion of financial and programmatic reports.
- Request bus transportation
- Assumes other duties as required directly related to the goals and objectives of the after-school program.

Teachers

- Conduct a minimum class period of 1.5 hours centering on reading and/or math skills
- Assist students in completing their homework as required
- Maintain classroom discipline in accordance with school policies
- Provide student counseling as required on an individual basis
- Serve as a point of contact for other teachers who have students in the program
- Works with and assigns classroom responsibilities to the paraprofessionals designated for the classroom
- Works with students on specific study tasks such as tests and projects assigned by their teachers
- Counsels students as required and provide a written record to the director
- Duty times will be 3:00pm- 6:00pm (Monday - Thursday).

Paraprofessionals

- Serve as role models for all students enrolled in the program
- Responsible for assigned students during free play and snack time
- Implements the planned curriculum with assigned group of students
- Accompany students to activity centers and field trips
- Help with homework and remediation when needed
- Assist with classroom activities as needed and directed by the classroom teacher
- Maintain attendance roster on a daily basis
- Disseminate information to their assigned group of students as required by the director.
- Help site supervisors ensure that all facilities and equipment used are left secured, clean and in order after each activity.
- Counsels students as required and provide a written record to the site supervisor.
- Duty times will be Monday through Friday (3:00 - 6:00 PM)
- Perform other duties as assigned by the site supervisor

Data Clerk

- Maintains the daily office operation for the 21st CCLC Program
- Insures the efficient daily operations of the 21st CCLC office
- Manages correspondence and computer files for the 21st CCLC
- Maintains the database for the 21st CCLC grant
- Assists in the collection of evaluation data
- Assists in the preparation of public relation information
- Attends and prepare minutes of the monthly leadership meetings at each after school site
- Assists with design and preparation of printed materials for parent involvement activities
- Attends conferences, training sessions, and seminars for the purpose of increasing program knowledge and skills
- Provides input for and attends as requested the Communities In Schools Inc of Fitzgerald-Ben Hill County collaborative meetings
- Assumes other duties and responsibilities directly related to the goals and objectives of the 21st CCLC Program.

Communities In Schools Inc of Fitzgerald-Ben Hill County Coordinator

- Serves as liaison and family advocate between school, home, agencies, and community—assisting families in accessing available community services.
- Checks attendance and discipline data on students to determine problem areas that need to be addressed.
- Works closely with Site Coordinator and classroom teachers to identify problem areas.
- Attends Team meetings as needed and works closely with Site Coordinator.
- Maintains records on students and families to include, family assessment and goal setting data, documented contacts, and provision of direct and referred services
- Participates in conferences with the 21st Century personnel to ensure coordinated provision of services and events for families and community partners.
- Provides input for and attends Communities In Schools Inc of Fitzgerald-Ben Hill County meetings.
- Assists in planning and implementing parent education opportunities.
- Attends conferences, training sessions, and seminars for the purpose of increasing program knowledge and skills.
- Participates in data collection for evaluation purposes.
- Assumes other duties and responsibilities directly related to the provision of family support services directed by the Site Coordinator or Program director.

Nepotism Policy

The 21st Century Afterschool Program expressly forbids the hiring of family members (Father, Mother, wife, children and grandparents) that results in the supervisor being in the position of overseeing that relative. For example; a site coordinator cannot hire a relative for a position he/she oversees. Family member volunteers are permissible as long as they are not paid in any part from 21st Century funds.

Compensation and Personnel Services

In accordance with the Board of Education Policy, 21st Century After School Program paraprofessionals will be paid per hourly rate. FICA and TRS benefits will be deducted.

Bus Drivers will be paid per trip plus per field trip regardless of duration. FICA benefits will be deducted.

Criminal Background

All employees of the 21st Century Afterschool program that have direct contact with children in any capacity are required to have a yearly background check.

- The Director will secure each employee's SSN and Date of Birth. The employee will report to the Ben Hill County Sheriff's Office for fingerprinting. These will be submitted to the Ben Hill County Sheriff's Department who will do a GCIC and NCIC FBI background check on each person. This background check will then be filed with the Project Director.
- If a background check is returned with any derogatory information that impacts on child care, that person will be terminated. Items such as normal traffic tickets will not be grounds for dismissal. In any event the Director, final arbiter as to what will be grounds for dismissal.
- Background checks will be renewed for each school year. But in any case, will not be older than one year before a renewal is required.

Professional Learning

Teachers will be provided with opportunities to learn. A commitment to the professional growth of every teacher will be supported with professional learning opportunities that respect and acknowledge that teachers are adult learners who learn in different ways, come from different backgrounds, and work in a variety of context specific settings and cater for the needs of diverse students. The design of learning activities will relate to, and make explicit, the intended purpose and nature of what is to be achieved to ensure teachers understand and the relevance and value these activities have to their classroom practices and student learning. In order to improve the quality of teaching and learning at the 21st Century Afterschool Program at least two (2) professional learning sessions will be conducted.

Training

- The training of staff is an important part of our operation. Each site will have an initial training meeting where the Policies and Procedures and the Operating Manual will be discussed in detail. In mid-year there will be another training meeting where the first semester is the primary subject. The success and failures will be discussed along with changes in the next semester. The third required training event will be at the end of year close out and the upcoming summer camp. These events are the absolute minimum.
- It is required that the site coordinators have training sessions to introduce staff to 21st CCLC policies, goals, objectives, timesheets, and other pertinent information. The 2025-2026 Evaluation Report will be discussed and a staff survey to determine what staff development programs and supplies are needed.
- Conferences and Workshops: Mandatory Training conducted by GaDOE for grantees, ASYD Conferences, and various webinars on topics such as Parent Engagement, Sustainability, and Monitoring, and Evaluation. Sharing of information obtained from conferences and workshops with other staff members is extremely important. Sessions will be set up for this as they occur.
- Training as required for school system employees, including Emergency Procedures, Child Abuse Reporting, Sexual Harassment, Ethics.
- Training as deemed necessary for introduction of new curriculum and/or materials to be used during afterschool and summer programs. (Dates TBA)
- Training on standards, testing as required.

Evaluation:

Each Site Coordinator and the Program Director will observe each classroom on a regular basis and assess teaching methods, student response and paraprofessional involvement with students. A summary of these observations will be the basis for a mid-year (January) and an end of year (April) evaluations.

- The Site Coordinator will receive mid-year and end-of--the-year evaluations from the Program Director;
- The Program Director receives an annual evaluation from the Executive Director of Communities In Schools Inc of Fitzgerald-Ben Hill County.

Communication Plan

The Ben Hill County 21st Century Afterschool staff acknowledges the need for open and frequent communication with those affected by the program which would include afterschool staff members, and parents and family members of students (including those with limited English proficiency) and any others as needed. The forms of communication will include e-mail, notes, letters, progress reports and face to face meetings. Modes of communication can be provided in the family's native language upon request.

Also, the site director will provide a shared Google document for school day instructional staff and administrators to communicate needs for after school students, academic and social needs.

Transportation

Bus transportation home is limited to within the area of Ben Hill County determined by student enrollment and is a privilege - **not a right**. During summer camp, bus service will include pickup and delivery but with the same restrictions as mentioned above. Bus drivers will conduct emergency evacuation exercises in accordance with school policy. These exercises are in addition to the regular school evacuation activities. Documentation will be maintained by the Site Coordinator.

Disruptive behavior will not be tolerated. If a child behaves in a manner that harms other students or creates a serious distraction for the bus driver he/she will be suspended from the bus.

If a child lives outside of the boundaries of Ben Hill County, parents must arrange transportation home. Staff will not carry students home in their private vehicles.

No child will be left alone at the school after hours. A staff member will remain with the child until a parent picks them up. If the time extends beyond an acceptable limit, the child will be delivered to the police station for parent pick-up.

Drop Off / Pick-up Policy

Drop-Off: All students must attend the regular day school in order to attend the after-school program. The only exception will be an excused absence where the student is returned to school at the end of the school day. In this case the parent will bring the child to the office personnel for placement and inclusion on the rolls.

Parent Pick-Up: If parents require their children to be released early into their care, two things must happen. The first is that the parent must personally sign their child out in the front office. The second is that that parent must be listed on the registration form as the parent or legal guardian of that child. No child

shall be picked up by any other person unless prior written permission has been sent in to the Site Coordinator or front office personnel. No child is to be released to an adult whose name is not on the registration form.

This policy may be amended to make it more restrictive but in no case may this policy be made to be less restrictive.

Students who are parent pick-up must be picked up no later than 15 minutes after the release time. A staff member will remain with the child until a parent picks them up. If the time extends beyond an acceptable limit, the child will be delivered to the police station for parent pick-up.

Expectation of Conduct

The Ben Hill County 21st CCLC Afterschool program will follow each school's behavior expectations.

The general expectations of conduct listed below reflect a core contract with our students. They will be read aloud when the term begins and copies sent home to parents. Each student will be asked to sign a Student Responsibility form acknowledging his or her understanding of the expectations. Counselors will be responsible for going over, explaining, and obtaining the student's signature on the contract. The core expectations of behavior are:

- Walk in the hallways.
- No running.
- Food should be allowed only in the cafeteria.
- Keep hands, feet and other objects to yourself.
- Treat others as you would like to be treated.
- Use appropriate language and kind words.
- Always clean up after yourself.
- Respect other people and their property

Discipline Policies

The goal of providing quality enrichment programs for children in an environment of cooperation and respect requires positive discipline practices that are consistent, clearly stated and reflective of school policies. This discipline policy springs from the core concepts as listed below.

- Students will be supervised at all times. No child will be left alone for any reason. No child will be allowed to move from one place to another without the presence of a staff member.
- Mutual respect is imperative. Teachers and paraprofessionals alike must endeavor to teach students this concept by demonstrating it on a daily basis. Respect to activity leaders, other participants and leaders will be expected.
- Children must be kept safe and free from fear. This means teachers and paraprofessionals must ensure every activity is done in a safe manner. Students demonstrating aggressive behavior will be removed from the activity.
- Normal children's play is just that - normal. Positive behavior interventions to gently correct over-zealous behavior will be used.

On a day-to-day basis, discipline is to be applied in a layered manner. When a child's behavior is not corrected by "gentle persuasion," a more rigid set of guidelines will be enforced. The first infraction should generate a verbal warning. The second occurrence merits a "time out" or redirection and the third, a referral to the Site Coordinator. If the behavior is especially offensive, a direct referral to the Site Coordinator will be made.

21st Century Afterschool Discipline Policy will be in accordance with the Ben Hill County Student Handbook. The 21st Century Afterschool discipline policy is as follows:

1st Occurrence:

- A phone call to the parents/guardian will be made by the Site Coordinator describing the incident and requesting parent's/guardian's help regarding this matter.

2nd Occurrence:

- The site coordinator will contact the parent/guardian requesting a conference at the school to discuss consequences for another incident.

3rd Occurrence:

- Student will be suspended from the program. Site coordinator must notify the parent/guardian by phone call or home visit before suspension begins.

4th Occurrence:

- The student will be removed from the program. The Site Coordinator must notify parent/guardian about the expulsion by phone call or home visit.

All occurrences will be handled based on severity of the situation and could result in dismissal from the program for a first, second, or third occurrence.

Grounds for Immediate Dismissal from the Program

Any behavior that threatens the physical or emotional safety of any child or is considered dangerous (physically, verbally, or emotionally) to any student or staff member is considered completely unacceptable and will carry consequences. Behavior that may result in immediate expulsion from the program is listed below:

- Physical Abuse of any kind, including hitting, kicking, biting, or pushing Use of abusive and/or foul language or gestures
- Stealing from another student or staff member
- Possession or usage of any dangerous or illegal items or substances (guns, knives, drugs)
- Repeated deliberate defiance of staff or a consistent unwillingness to abide by the Turner County School System Policies
- Threatening to harm oneself or other students, parents, or staff members.
- Behavior that is consistently disruptive and interferes with the learning and enjoyment of Afterschool Program

Please note that each behavioral situation is unique and the Site Coordinator reserves the right to make disciplinary decisions based on specific situations

The Site Coordinator will be responsible for initiating a letter or letters to the parent/guardian for suspension or withdrawal from the program if the situation warrants.

21st CCLC Emergency Preparedness Plan

The 21st Century After School program will strictly adhere to the Ben Hill County School System emergency preparedness plan. The afterschool program will hold regular drills and ensure that the procedures followed are as written. The safety plan has been written to reflect our particular needs. Even though the Safety Plan is gone over at the beginning of the school year by school staff, 21st CCLC staff will include it in our training prior to our first class of the year and before summer camp.

Emergency Drills

FIRE DRILLS:

When the Fire Drill warning is given, the students are to file out of the building to the pre-designated area where the teacher will take roll. Staff and students return to the building upon the all-clear signal from the site supervisor. Any student who tampers with the fire alarm, fire extinguisher, or emergence equipment will be suspended, and the appropriate authorities will be notified.

TORNADO DRILLS:

When the Tornado Drill warning is given, the students will be escorted to areas in the building that have been designated as being most tornado resistant by the Georgia Civil Defense Council. All instructions outlined in the school-wide safety plan will be followed during the time of drills and during adverse weather conditions. Staff and students will return to classrooms when the site supervisor gives the all-clear signal.

BOMB THREAT DRILLS:

When a Bomb Threat Drill is given students are to carry all personal items and file out of the building to the designated area where the teacher will take roll. Teachers are to check the room before leaving. Portable radios, cellular phones, walkie-talkies and pagers must be turned off during a bomb threat.

INTRUDER DRILLS:

When an Intruder Drill (Lock Down) is held, an announcement through "all call" with the code phrase "Intruder in the building" will be used. Students are to huddle in a location in the classroom deemed by the teacher as safest and not-visible from the classroom door window. Students will remain quiet and are to remain in that place and position until the site supervisor unlocks the door. The door is not to be opened by verbal request. Drill may include metal detector search prior to exiting the room. Drill may include a bus escort to a safe destination predetermined. Students are to follow police requests and exit in an orderly manner with staff assigned at that time.

Internet Usage Policy Internet Usage Policy

The 21st CCLC Program uses school computers as needed. All internet connections are through the school server. Because the system is a school administered system and the 21st Century is a user, staff and students will follow all requirements posted by the Ben Hill County School System. These rules are in the student handbook and as all staff of the 21st Century Afterschool program are school system employees and they are expected to continue the school policies in all the afterschool areas where computers and/or emails are used. Teachers and Paraprofessionals will utilize school assigned email addresses for all communication.

The 21st Century Program shall have in operation, procedures or guidelines concerning online activities of students to be developed by the Superintendent, administrators and/or other appropriate personnel. Such guidelines or procedures shall be designated to provide for students age-appropriate instruction regarding safe and appropriate on-line behavior, including interacting with others on social networking sites and in chat rooms; behaviors that may constitute cyber bullying; and how to respond when subjected to cyberbullying. The use of the internet is a privilege, not a right, and inappropriate use will result in the revoking of the internet privileges. The following guidelines shall be observed when using the internet:

- Profanity, obscenity, or any vulgarity is prohibited. Illegal activities are strictly prohibited.
- The disclosure, use and dissemination of personal information such as mailing addresses, phone numbers, etc. are prohibited.
- The use of another person's account is strictly prohibited.

Violations of these guidelines may result in:

- Restricted access to computer use
- Temporary or permanent loss of access to computing facilities and equipment
- Disciplinary action to include suspension and/or expulsion
- Disciplinary or legal action including, but not limited to, criminal prosecution under violation of state law will be reported to proper enforcement authorities.

Supervision Requirements

After school and summer camp students are our sole responsibility and care must be taken to ensure their health and well-being.

- Students are to be supervised at all times by at least one member of the staff. At no time will a student be allowed to leave an activity without an escort.
- Inappropriate touching or fighting will not be allowed in any instance. An immediate referral to the director is required if either of these events occur.
- Any violation of the discipline policies will require a written counseling record by the observing staff member.
- The after-school program's students and staff are in essence visitors wherever we go and our conduct should be above reproach. Staff members will ensure that there is no littering, loud talking or unruly behavior during our trips.

Child Safety

Child safety is our primary responsibility. In keeping with this responsibility, the following items are required but not limited to:

1. When any program is not to meet for some unforeseen reason a note will be sent home with each child detailing the closure and the reason. In addition, an announcement will be made to all teachers so that they may reinforce the notice.
 - If the program is canceled in advance, the Site Coordinator or a designated replacement will attend the primary assembly area to ensure no child is in attendance. That person will ensure the child gets on the correct bus or their parents are called.
 - In the unlikely event that the after-school program is canceled on the same day, the program director, site coordinators and front office personnel will notify parents by phone of the

- cancellation. In addition, social media will be used to notify parents.
- All of our children that ride buses will be taken to their door as listed on the application form.
 - Bus drivers will watch the children to ensure they get into their house before moving on.
 - Each site will maintain on site a copy of the original application form and update both addresses and telephone numbers as required.
 - The front office personnel in the normal performance of duty will confirm the contact information and will assist the Site Coordinator in updating contact information.

Child Abuse and Neglect Policy

Status: ADOPTED

Board Policy JGI: Child Abuse or Neglect

Original Adopted Date: 09/13/2005 | **Last Revised**

Date: 07/14/2015

All employees of the Board of Education, as well as persons who attend to a child pursuant to their duties as a volunteer for the school system who have reason or cause to believe that suspected child abuse has occurred shall immediately notify the principal or the school system's designee. The principal *or* designee shall report such abuse immediately, but in no case later than 24 hours from the time of the report or reasonable cause to believe that suspected child abuse has occurred, in accordance with Georgia law and the protocol for handling child abuse cases for Ben Hill County, Georgia.

Under no circumstances shall the principal or designee to whom a report of child abuse has been made, exercise any control, restraint, modification or make any changes to the information provided by a mandated reporter, although the reporter may be consulted prior to the making of a report and may provide any additional, relevant, and necessary information when making the report to the appropriate authorities.

Board Policy JCAC: Sexual Harassment of Students

Status: ADOPTED

Original Adopted Date: 09/13/2005 | Last Revised Date: 12/08/2020 | Last Reviewed Date: 12/08/2020

POLICY JCAC – SEXUAL HARASSMENT OF STUDENTS

It is the policy of the Ben Hill County School District (“School District”) to prohibit any act of harassment of students based upon race, color, national origin, sex, sexual orientation, gender identity or disability at all times and during all occasions while at school, in the workplace or at any school event or activity. Any such act by a student or employee will result in prompt and appropriate discipline.

As required by Title IX and its regulations, the School District does not discriminate on the basis of sex in any of its education programs or activities, admissions, or employment and will not tolerate sexual harassment. The intent of this policy is to comply with the Title IX federal regulations concerning sexual harassment. To the extent that additional requirements are specified in federal law or regulations, the School District shall comply with such requirements.

I. DEFINITIONS

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the School District’s Title IX Coordinator or to any official or employee of the School District. This notice requirement is not met when the only School District official or employee with actual knowledge is the respondent.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. If the complainant is under the age of 18, the parent or legal guardian can file a complaint and act on behalf of the student.

Days for the purpose of this policy means “school days.”

Deliberately indifferent means a response to sexual harassment that is clearly unreasonable considering the known circumstances.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the School District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in a School District education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed for the Title IX Coordinator in the School District’s nondiscrimination notice posted on its website. As used in this policy, the phrase “document filed by a complainant” means a

document or electronic submission (such as by electronic mail or through an online portal provided by the School District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy.

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

Sexual harassment means conduct based on sex that satisfies one or more of the following:

- 1 An employee of the School District conditioning the provision of a School District aid, benefit, or service on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School District's education program or activity; or
3. "Sexual assault"- an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation; or

"Dating Violence"- sex-based violence committed by a person- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and,

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship; or

"Domestic Violence"- sex-based violence which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

"Sex-based Stalking" - engaging in a course of conduct directed at a specific person that would cause a reasonable person to-

- (A) fear for his or her safety or the safety of others; or
- (B) suffer substantial emotional distress.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has

been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the School District's educational environment, or deter sexual harassment. The School District shall presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The grievance process will be followed before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The School District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the School District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

II. NONDISCRIMINATION POLICY

It is the policy of the Board of Education to comply fully with the requirements of state law, Title IX, and its accompanying regulations.

The School District prohibits discrimination based on sex and sexual harassment of students by other students, employees, volunteers, or others over whom the School District has authority in any School District education program or activity. Education program or activity includes locations, events, or circumstances over which the School District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

The School District shall respond promptly in a manner that is not deliberately indifferent when it has actual knowledge of sexual harassment against a person in an education program or activity.

The School District shall require that any individual designated and authorized as a Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The School District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, will receive training on the definition of sexual harassment, the scope of the School District's education program or activity, how to conduct an investigation and grievance process including questioning, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The School District shall ensure that decision-makers receive training on any technology to be used during questioning, and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. The School District also shall ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person

who facilitates an informal resolution process, shall not rely on sex stereotypes and shall promote impartial investigations and adjudications of formal complaints of sexual harassment. Reports or complaints made to the School District regarding alleged sexual harassment in violation of Title IX shall be processed in accordance with the process in Section III of this policy.

III. GRIEVANCE PROCESS

1.. Reports or complaints may be verbal or written and may be made at any time (including during non-business hours), in person, by mail, by telephone, or by electronic mail using the contact information posted on the school and/or district website.

2. Any student, employee, parent, or other person wishing to report or file a complaint alleging a violation as described above shall promptly notify either the principal or counselor at his/her school or the Title IX Coordinator designated and authorized by the School District. Any employee who receives information from a student alleging sexual harassment shall report it to the principal or Title IX Coordinator. If the alleged offending individual is the principal, the report or complaint should be made by the complainant to the Title IX Coordinator.

3. The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures as defined in this policy, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The School District shall treat complainants and respondents equitably by following this grievance process before punishing the respondent or providing remedies to the complainant. Remedies will be designed to restore or preserve equal access to the School District's education program or activity. Such remedies may include the same individualized services described as "supportive measures." However, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

4. **Formal Complaint:** Upon receipt of a formal complaint, the School District shall within 10 days provide the following written notice to the parties who are known:

(A) Notice of the School District's grievance process;

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

sanctions and remedies that the School District may implement following any determination of responsibility.

(C) If, in the course of an investigation, the School District decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to paragraph (4)(B), the School District shall provide notice of the additional allegations to the parties whose identities are known.

5. Dismissal of a formal complaint. The School District shall investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein even if proved or did not occur in the School District's education program or activity or in the United States, then the School District shall dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under Title IX; such a dismissal does not preclude action under another provision of the School District's code of conduct.

(A) The School District may dismiss the formal complaint or any allegations therein, if at any time during the investigation: A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School District; or specific circumstances prevent the School District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

(B) Upon a dismissal required or permitted pursuant to paragraph (5), the School District shall promptly send written notice of and reason(s) for the dismissal simultaneously to the parties.

6. Consolidation of formal complaints. The School District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references to the singular "party," "complainant," or "respondent" include the plural, as applicable.

7. Investigation of a formal complaint. After providing written notice to the parties of the receipt of a formal complaint, the School District shall have 15 days to investigate. When investigating a formal complaint and throughout the grievance process, the School District shall—

(A) Assume the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility and not place such burdens on the parties provided that the School District cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School District obtains that party's voluntary, written consent to do so;

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

(C) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

(D) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the School District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

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

(F) Provide both parties an equal opportunity to inspect and review any non-privileged evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the School District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the School District shall send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties shall have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The School District shall make all such evidence subject to the parties' inspection and review available at any meeting to give each party equal opportunity to refer to such evidence during the meeting, including for purposes of cross-examination; and,

(G) Create within 5 days an investigative report that fairly summarizes relevant evidence, and at least 10 days prior to the determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

(H) If at any point in the investigation of reported sexual harassment of a student, the investigator determines that the reported harassment should more properly be termed abuse, the reported incident or situation shall be referred pursuant to the established protocol for child abuse investigation. Reported sexual harassment determined not to be sexual harassment as defined under Title IX may be investigated in accordance with Policy JAA.

8. Questions. After the School District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker(s) shall afford a 10 day period for each party to have the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant,

unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The School District shall not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege. The decision-maker(s) shall explain to the party proposing the questions any decision to exclude a question as not relevant.

9. Determination regarding responsibility. The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall, within 10 days of the conclusion of the question and answer period, issue a written determination regarding responsibility. To reach this determination, the School District shall apply the preponderance of the evidence standard of evidence to formal complaints against students, to formal complaints against employees and to all complaints of sexual harassment.

The written determination shall include—

(A) Identification of the allegations potentially constituting sexual harassment as defined in this policy;

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

(C) Findings of fact supporting the determination;

(D) Conclusions regarding the application of the School District's code of conduct to the facts;

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

(F) The School District's procedures and permissible bases for the complainant and respondent to appeal.

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

(H) The Title IX Coordinator is responsible for effective implementation of any remedies.

10. Appeals. The School District shall offer both parties 10 days after a decision for an

appeal from a determination regarding responsibility, and from a School District's dismissal of a formal complaint or any allegations therein, on the following bases:

- (A) Procedural irregularity that affected the outcome of the matter;
- (B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and,
- (C) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- (D) As to all appeals, the School District shall:
 - (i) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
 - (ii) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
 - (iii) Ensure that the decision-maker(s) for the appeal complies with the training standards set forth in this policy;
 - (iv) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
 - (v) Issue a written decision describing the result of the appeal and the rationale for the result; and,
 - (vi) Provide the written decision simultaneously to both parties within 10 days of the receipt of the appeal.

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

- (A) Provides to the parties a written notice disclosing: The allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the

informal resolution process, including the records that will be maintained or could be shared;

(B) Obtains the parties' voluntary, written consent to the informal resolution process; and,

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

12. **Recordkeeping.** The School District shall maintain for a period of seven years records of

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

(B) Any appeal and the result therefrom;

(C) Any informal resolution and the result therefrom; and,

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

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

13. **Confidentiality.** The School District shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by federal or state law or regulations, or to carry out the purposes of Title IX requirements, including the conduct of any investigation or judicial proceeding arising thereunder.

14. **Retaliation Prohibited.**

(A) No School District or person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under Title IX. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Complaints alleging retaliation may be filed in accordance with the procedures specified in Policy JAA.

(B) The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under subparagraph (a).

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

15. Time Frame. The School District shall allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

IV. NOTICE

The School District is required by Title IX and its implementing regulations to notify employees, students, parents or legal guardians, applicants for admission and employment, and professional organizations holding professional agreements with the School District that the School District does not discriminate on the basis of sex in the operation of its education programs or activities, including admissions and employment.

Contact information for the School District's Title IX Coordinator is located on its website, which is available to employees, students, parents or legal guardians, applicants for admission and employment, and professional organizations holding professional agreements with the School District.

Inquiries about Title IX and its implementing regulations may be referred to the School District's Title IX Coordinator, to the Assistant Secretary of the U.S. Department of Education, or both.

Evaluation Requirements

- Each site coordinator will do an in class evaluation at least once bi-weekly utilizing our standard form. Once done the Site Coordinator will then file the form and send a copy to the Project Director.
- The site coordinators will be subjected to random evaluations by the Program Director using the same forms.
- Ben Hill County 21st CCLC After School Program has an agreement with Margo Thomas Consulting of Jacksonville, FL, who evaluate the program and it's vital components to assure that the program is run effectively and efficiently.

Scheduling

- The 21st Century Afterschool program consists of two parts for scheduling and enrollment purposes. The Afterschool portion will consist of no less than **104 school days of class** scheduling from 3:00pm to 6:00pm for the Middle School. The Summer camp will be 20 hours weekly for a 4-week timeframe.
- The Site Coordinator shall prepare a weekly schedule clearly denoting where each class section will be and the subject presented. The schedule will be given to teachers and paraprofessionals the Thursday prior to the training week so adequate preparation can be made.
- The summer camp schedule shall be posted at least one week prior to camp opening. The schedule shall be for the entire camp period. Changes may be posted as required.

Class Size and Composition

The ideal class size is 10 students to one teacher and 20 students per grade level. Every effort will be made to keep classes within these boundaries. Students may be moved after classes have begun in order to balance teacher-student ratio.

Whenever possible, classes will be formed within the same grade level. If grade levels must be mixed, the site coordinator will strategically place students to meet student needs for instruction.

Fantastic Fridays

Fantastic Fridays are scheduled with special activities planned for students who meet the attendance and behavior standards and are scheduled when funds permit. Fantastic Friday during the summer camp works interchangeably with field trips. This will depend on student behavior. If Fantastic Friday is not earned, there will be no alternative activities planned. Therefore, if a child does not demonstrate appropriate behavior during the week, the student will simply not attend that Friday. This **MUST** be approved by the site coordinator and project director.

Field Trips

On occasion field trips may be organized during the school year. Field trips are rewards for good behavior, accomplishments and attendance. The criteria for inclusion on a field trip will be announced well in advance so as to allow a child the opportunity to earn the right to attend. Behavior problems on any field trip shall be enough to deny a student the privilege of attending the next trip.

Food Service

A wholesome snack shall be provided each day prior to the commencement of activities. During summer camp both breakfast and lunch will be served. These snacks and meals shall be served and consumed in a designated area and food will not be taken into the classrooms. The Site Coordinator shall report the number of students attending on a regular basis to the nutrition specialist so as to ensure the correct amount of food is prepared.

Students with Special Needs Policy

The Director will obtain a copy of the IEP for each child with Special needs that is enrolled in the 21st Century Afterschool program. The first 2 pages (Part I) which outline all the actions needed for the student to function. The copies will be made available to the Site Coordinator who will in turn discuss them with the teacher / paraprofessional in order to ensure the child receives the services needed to be successful.

The policy for special needs students during the afterschool program is the exact policy followed by the school system. The school system training, therefore, will be the basis for all our actions as all our teachers and paraprofessionals are school employees and as such are trained in this area.

Alternative / Virtual Programming

In the event of the Ben Hill County School Board making the decision to opt to virtual learning in the school district as a result of a precautionary health issue in the community or natural disaster for significant number of school days, the Ben Hill County 21st CCLC After School Program will adhere to the following Virtual Scheduling on the Schoology platform to continue to provide services to the students enrolled in the program at that time:

Virtual Daily Program Schedule 2025-2026
Monday - Thursday / 1:00pm- 3:00pm

Time	Monday	Tuesday	Wednesday	Thursday
1:00- 1:20pm	I-Move Healthy/ Active lifestyle	I-Move Healthy/ Active lifestyle	I-Move Healthy/ Active lifestyle	I-Move Healthy/ Active lifestyle
1:20-2:00 pm	Study/Homework	Study/Homework	Study/Homework	Study/Homework
2:00-3:00 pm	Math/Literacy	Math/Literacy	Math/Literacy	Math/Literacy
3:00-4:00 pm	Enrichment	Enrichment	Enrichment	Enrichment

Classes will be held through Schoology.

Parent Involvement Plan

As part of the 21st CCLC grant a strong parent involvement program will be established.

The site coordinator will be responsible for the activities listed below.

- Plan a monthly family activity with CIS (Performance Goal #4) with a central educational theme.
- Work closely with teachers to identify problem areas that need to be brought to the attention of the parents.
- Maintains a case file on each student identified including contact times, contact persons, expected outcome and follow up visits plus actual results.
- Train or arrange needed training for staff with respect to family outreach and what can and cannot be done in this area.
- Communicate with day teachers to inform them of program information.
- Refer parents as needed to The Communities In Schools Inc of Fitzgerald-Ben Hill County
- Ensure preparation of data collection for evaluation purposes.
- Assume other duties and responsibilities directly related to the goals and objectives for the afterschool program

Parents will be strongly encouraged to attend as many of these activities as possible. Invitations will be extended via student carry home letters, mass mail-outs, school all-calls and social media.

Sexual Harassment Policy

The Ben Hill County Board of Education is committed to maintaining a work environment that is free from distractions caused by sexual harassment and all other forms of discrimination, or inappropriate or offensive conduct. It is expected that all personnel conduct themselves in a highly professional manner and respect coworkers, students, parents, and others who interact with district personnel. The Board prohibits sexual harassment, all forms of discrimination, and other unprofessional conduct. Sexual harassment in the school environment is unacceptable conduct and will not be tolerated or condoned.

Sexual harassment may include, but is not limited to:

- Unwelcome sexual advances
- Requests for sexual favors
- Verbal or physical conduct of a sexual nature, including subtle pressure for sexual activity, touching, pinching, patting, or brushing against
- Comments regarding physical or personality characteristics of a sexual nature
- Sexually oriented “kidding,” “teasing,” double-entendres, and jokes
- Demanding sexual favors accompanied by implied or overt threats concerning an individual’s employment or educational status.

Policy GAEB: Harassment

Policy JCAC: Harassment (included on pages 13-21 of this document)

Sexual harassment will not be tolerated in any form. When it takes place the staff will suspend the antagonist and conduct a full investigation through the site supervisor. It is imperative that the families be involved immediately with the objective of teaching both the student and parent proper behavior and

respect for the opposite sex. The site supervisor will also confer with the victim and the victim's parents with another teaching opportunity to ensure that they can and will be protected and that it is ok to tell a teacher or paraprofessional that they feel threatened in any way.

BEN HILL COUNTY SCHOOL SYSTEM

Fraudulent Activity Policy/Administrative Regulations Addressing Fraud, Waste, Abuse, and Corruption

All employees/staff in the Ben Hill County School District will be trained on procedures for safeguarding against fraud, waste, abuse, and corruption. All staff will receive professional learning at a system-wide meeting at the beginning of the each school year on these procedures as a part of their Duties and Responsibilities training. A written copy of the policy/procedures will be disseminated during this time to each employee. \

Purpose:	To ensure the reporting of suspicion of fraudulent, wasteful, and abusive activities, the Ben Hill County Board of Education ensures employees, clients, and providers of confidential channels to report suspicious activities.
Definitions:	Fraud: A false representation of a matter of fact, whether by words or by conduct, or by concealment of that which should have been disclosed, that is used for the purpose of misappropriating property and/or monetary funds from federal grants.
Statement of Administrative Regulations:	Ben Hill County Board of Education thoroughly and expeditiously investigates any reported cases of suspected fraud to determine if disciplinary, financial recovery and/or criminal action should be taken.
Confidentiality:	All reports of suspect fraud, waste, abuse, and corruption must be handled under the strictest confidentiality. Only those directly involved in the investigation should be given information. Informants may remain anonymous but should be encouraged to cooperate with the investigators and should provide as much detail and evidence of alleged fraudulent act as possible.
Procedures and Responsibilities:	<ol style="list-style-type: none">1. Anyone suspecting fraud concerning federal programs should report their concerns to the Superintendent's Office of the Ben Hill County Board of Education at 229-409-5500.2. Any employee with Ben Hill County Board of Education (temporary staff, full-time staff, and contractors) who receives a report of suspected fraudulent activity shall disclose this information within the next business day to the superintendent's office at 229-409-5500. Employees have the responsibility to report suspected fraud, waste, abuse, or corruption. All reports can be made in confidence.3. The Ben Hill County Board of Education shall conduct investigations of employees, providers, contractors, or vendors. Law enforcement will be included in investigations at the discretion of the Superintendent.4. If necessary, the informant will be contacted for additional information.5. Periodic communication through meetings should emphasize the responsibilities and channels to report fraudulent activity.6. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

If the fraud, waste, abuse and/or non-compliance in question involves the Program Director, the Superintendent should be directly contacted in writing by the person who has knowledge of the incident(s) within 24 hours. In instances where it is determined that the Georgia Department of Education should be informed of fraud, waste, and/or abuse of program funds and/or resources and/or non-compliance, the contact information is as follows:

Jeff Barnett

Program Manager

21st Century Community Learning Centers

Phone: (404) 695-1883

jbarnett@doe.k12.ga.us

Board Policy GAE: Complaints and Grievances

Status:
ADOPTED

Original Adopted Date: 08/09/2005 | Last Revised Date: 01/19/2021 | Last Reviewed Date:
01/19/2021

SECTION 1. PURPOSE; INFORMAL RESOLUTION PREFERRED

It is the purpose of this policy to implement the provisions of O.C.G.A. § 20-2-989.5, et seq. In accordance with the foregoing, it is the policy of the Board of Education that certified personnel shall have the right to present and resolve complaints relating to certain matters affecting the employment relationship at the lowest organizational level possible. The Board of Education encourages all employees to resolve their complaints informally in a spirit of collegiality where possible. This policy and procedure is available where such efforts do not succeed, or where, for any other reason, the certificated employee desires to pursue this procedure.

SECTION 2. DEFINITIONS

- a. "Level One Administrator" means the principal of a school with respect to teachers and other certificated personnel assigned to that school. With respect to the certified Administrators supervised by the Superintendent, the "Level One Administrator" shall be the Superintendent. In any case not covered by this paragraph, the "Level One Administrator" shall be the supervisory certificated person designated by the Board or in the absence thereof, by the Superintendent.
- b. "Central Office Administrator" means the local school system Superintendent.
- c. "Complaint" means any claim or grievance by a certificated employee of this school district which is filed pursuant to this policy and which comes within the scope of the policy.
- d. "Notification" means delivery in person by a person designated by the Superintendent to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested or statutory overnight delivery, to the last known address of the party notified.

SECTION 3. SCOPE OF COMPLAINT; EXCLUSIONS

- a. Scope. Unless excluded by paragraph (b) hereof, this complaint and grievance procedure is applicable to any claim by any professional employee certificated by the Professional Standards Commission who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of this school district or with which the district is required to comply.

b. Exclusions. This procedure shall not apply to:

1. Performance ratings contained in personnel evaluation and professional development plans pursuant to O.C.G.A. § 20-2-210; however, such exclusion shall not apply to procedural deficiencies on the part of the school or School District in conducting the evaluation.

2. Professional development plans.

3. Job performance.

4. Termination, non-renewal, demotion, suspension, or reprimand of any employee, as set forth in O.C.G.A. § 20-2-940.

5. The revocation, suspension, or denial of certificates of any employee, as set forth in Code Section 20-2-984.5.

c. A certified employee who chooses to appeal under O.C.G.A. § 20-2-1160, shall be barred from pursuing the same complaint under this policy.

SECTION 4. HEARING RIGHTS; EVIDENCE; REPRESENTATION; DECISIONS; RECORDS

a. Hearing; evidence. The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses at each level, but the complainant may not present additional evidence at the Second or Third Hearing levels unless notice of the Complainant's intention and the evidence to be presented are submitted in writing five (5) days prior to the hearing to the Administrator who will preside at such level, and in the case of the local board, to the Superintendent. When hearing an appeal from a prior level, the local Board of Education shall hear and decide all appeals de novo.

b. Representation. The Complainant and the administrator against whom the complaint is filed or whose decision is appealed shall be entitled to the presence of an individual, including an attorney to assist in the presentation of the complaint and the response thereto, at the Central Office Administrator and at the local Board of Education level. The presence of any individual other than the Complainant and the Administrator at Level One is prohibited, except witnesses who present testimony or documents.

c. Hearing Officer. The local Board of Education may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

d. Overall Hearing Time Schedules. The overall time frame from the initiation of the complaint until rendition of the decision by the local board and notification thereof to the Complainant shall not

exceed sixty (60) days.

e. Automatic Referral to Next Level. Any complaint not processed by the administrator or the local unit of administration within the time frame required by this policy shall be forwarded to the next level for determination.

f. Records. Accurate records of the proceedings at each level shall be kept; the proceedings shall be recorded by mechanical means; all evidence shall be preserved and made available to the parties at all times; and all costs and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the local Board of Education; provided however, the cost of transcribing the transcript of evidence and proceedings before the local Board shall be borne by the party requesting same, and all costs of the record on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

g. Decisions. Each decision shall be made in writing and dated and shall contain findings of fact and reasons for the particular decision reached.

h. Notice. The decision at each level shall be delivered to the Complainant by a person designated by the Superintendent, either (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested or statutory overnight delivery). Notice to the Complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested or by statutory overnight delivery to the address stated in the complaint or, if not contained in the complaint, to the last known address of the Complainant on file with the Board of Education.

SECTION 5. FIRST LEVEL; PRESENTATION; TIME; CONTENTS

The complaint shall be presented in writing to the Level One Administrator within ten (10) calendar days after the most recent incident upon which the complaint is based. The complaint shall include the following:

a. The mailing address of the Complainant to which all notices and other documents may be mailed;

b. The intent of the Complainant to utilize this complaint procedure, clearly stated;

c. A reference or description of the statute, policy, rule, contract provision or regulation that is alleged to have been violated, misinterpreted or misapplied;

d. A brief statement of the facts reasonably calculated to show how such statute, policy, rule, or regulation was violated or misapplied, and how it substantially affects the employment relationship of the Complainant; and

e. A statement of the relief desired.

The Superintendent shall prepare forms for use in accordance with the foregoing requirements.

SECTION 6. FIRST LEVEL HEARING AND DECISION

The Level One Administrator shall record the date of filing on the complaint and shall give notice to the Complainant of the time and place of the hearing, either by mail or hand delivery. When notice is given by mail, it shall be sent by certified mail or statutory overnight delivery to the address set forth in the complaint. If no address was included in the complaint, then the notice shall be sent to the last known address of the Complainant on file with the Board of Education. The Level One Administrator shall conduct a hearing on the complaint and render a decision thereon within ten (10) days of the filing of the complaint. The decision shall be dated, and a copy shall be sent to the complainant as provided in Section 4 above. Where service or notice is made by certified mail or statutory overnight delivery as provided above, it shall be deemed to have been perfected when timely deposited in the mail, regardless of whether it was actually received or not.

SECTION 7. SECOND LEVEL; APPEAL FROM FIRST LEVEL TO CENTRAL OFFICE ADMINISTRATOR

A Complainant dissatisfied with the decision of the first level shall be entitled to appeal to the Central Office Administrator by filing written notice of appeal with the Office of the Superintendent. The appeal must be filed within ten (10) calendar days after the Complainant is notified of the Level One decision. The Central Office Administrator shall record the date of the filing of the appeal and shall promptly notify the Complainant in writing of the time and place of the hearing in the same manner as provided in Section 6 above. The Central Office Administrator shall obtain copies of all minutes, transcripts, documents and other records relating to the complaint and shall conduct a hearing and render a decision within ten (10) calendar days of the date of the filing of the appeal, or the hearing may be conducted by any designated representative of the Central Office Administrator who shall promptly submit his or her recommendations and findings to the Central Office Administrator for final decision. The decision shall be rendered and served on the Complainant and his attorney in accordance with Section 4(h).

SECTION 8. THIRD LEVEL; APPEAL TO BOARD OF EDUCATION

A Complainant or Level One Administrator dissatisfied with the decision of the Central Office Administrator may appeal to the Board of Education by filing written notice of appeal with the Office of the Superintendent. The appeal must be filed within ten (10) calendar days after the date of the decision as provided in Section 4. The Superintendent shall record the date of filing on the appeal and shall promptly give written notice in the same manner as provided in Section 6 above to the Complainant of the time and place of hearing. The Complainant and the Administrators against whom the complaint is filed or whose decision is being appealed shall be

entitled to appear before the Board of Education and be heard. The Board of Education may direct that a pre-hearing conference be held prior to the hearing to identify issues and facilitate presentation. The local board shall conduct a hearing and render its decision in writing within twenty (20) calendar days after the hearing, and perfect service thereof on the Complainant and his attorney, all in accordance with Section 4.

SECTION 9. APPEALS TO STATE BOARD

Appeals from the decision of the local Board of Education shall be governed by the State Board Rule governing appeals and O.C.G.A. § 20-2-1160.

SECTION 10. REPRISALS PROHIBITED

No certificated personnel shall be subjected to reprisals as a result of filing any complaint under this policy. Any reprisals may be referred to the Professional Standards Commission.

SECTION 11. COLLECTIVE BARGAINING DISCLAIMER

Nothing in this policy shall be construed to permit or foster collective bargaining by or on behalf of any employee or group of employees.

SECTION 12. REPEALER

All policies and parts of policies in conflict herewith are repealed.

Board Policy BHA: Board Member Conflict of Interest

Status:
ADOPTED

Original Adopted Date: 02/08/2011

The Ben Hill Board of Education shall adhere to these Conflict of Interest provisions, as set forth in state law.

Financial Governance

1. No Board member shall use or attempt to use his or her official position to secure unwarranted privileges, advantages, or employment for himself or herself, his or her immediate family member, or others.

2. No Board member shall act in his or her official capacity in any matter where he or she, his or her immediate family member, or a business organization in which he or she has a material financial interest that would reasonably be expected to impair his or her objectivity or independence of judgment. Compliance with Code Section 20-2-505 shall not constitute a violation of this paragraph.

3. No Board member shall solicit or accept or knowingly allow his or her immediate family member or business organization in which he or she has an interest to solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing that board member in the discharge of his or her official duties. This paragraph shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office if the local board of education member has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local board of education member in the discharge of his or her official duties. For purposes of this paragraph, a gift, favor, loan, contribution, service, promise, or other thing of value shall not include the items contained in subparagraphs (a)(2)(A) through (a)(2)(J) of Code Section 16-10-2.

4. No Board member shall use, or knowingly allow to be used, his or her official position or any information not generally available to the members of the public which he or she receives or acquires in the course of and by reason of his or her official position for the purpose of securing financial gain for himself or herself, his or her immediate family member, or any business organization with which he or she is associated.

5. No Board member or any of his or her immediate family members or business organization in which he or she has an interest shall represent any person or party other than the local board of education or local school system in connection with any cause, proceeding, application, or other matter pending before the local school system in which he or she serves or in any proceeding involving the local school system in which he or she serves.

6. No Board member shall be prohibited from making an inquiry for information on behalf of a constituent if no fee, reward, or other thing of value is promised to, given to, or accepted by the local board of education member or his or her immediate family member in return therefor.

7. No Board member shall be deemed in conflict with these provisions if, by reason of his or her participation in any matter required to be voted upon by the local board of education, no material or monetary gain accrues to him or her as a member of any profession, occupation, or group to any greater extent than any gain could reasonably be expected to accrue to any other member of that profession, occupation, or group.

8. No Board member may also be an officer in any organization that sells goods or services to that local school system, except as provided in Code Section 20-2-505 and excluding nonprofit membership organizations.

9. No Board member shall be deemed in conflict with these provisions if, by reason of his or her participation in any matter required to be voted upon by the local board of education, no material or monetary gain accrues to him or her as a member of any profession, occupation, or group to any greater extent than any gain could reasonably be expected to accrue to any other member of that profession, occupation, or group.

10. No Board member shall sell to any county board any supplies or equipment used, consumed, or necessary in the operation of any public school in this state unless there are fewer than three sources for such supplies or equipment within the county; provided, however, that any purchase pursuant to this subsection for supplies or equipment that is equal to or greater than \$10,000.00 shall be approved by a majority of the members of the board in an open public meeting. Any member violating this shall be guilty of a misdemeanor.

11. No local board may do business with a bank or financial institution where a Board member is an employee, stockholder, director or officer when such board member owns 30% or more stock in that institution.

12. No Board member may have a financial interest in school buses, bus equipment or supplies, provide services

for buses owned by the Board, or sell gasoline to the Board from a corporation in which the Board member is a shareholder.

13. No Board member shall accept a monetary fee or honorarium in excess of \$101.00 for a speaking engagement, participation in a seminar, discussion panel, or other activity that directly relates to the official duties of that public officer or the office of that public officer. Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation in a panel or speaking engagement at the meeting shall not be monetary fees or honoraria.

Conduct As Board Member

1. No Board member shall disclose to or discuss any information which is subject to attorney-client privilege belonging to the local board of education to any person other than other Board members, the Board attorney, the local school superintendent, or persons designated by the local school superintendent for such purposes unless such privilege has been waived by a majority vote of the whole Board.

2. No Board member shall vote on the employment or promotion of any of his or her immediate family members. No immediate family member of a Board member may be employed or promoted unless a public, recorded vote is taken separately from all other personnel matters.

3. No Board member may be employed in any position in the school district in which they serve.

4. No Board member shall hold another county office.

5. No Board member shall be employed by the State Department of Education or serve concurrently as a member of the State Board of Education.

6. No Board member shall serve on the governing body of a private elementary or secondary educational institution.

Each member of this Board understands and acknowledges that no person shall be eligible for election as a member

of a local board of education unless he or she:

(1) Has read and understands the code of ethics and the conflict of interest provisions applicable to members of local boards of education and has agreed to abide by them; and

(2) Has agreed to annually disclose compliance with the State Board of Education's policy on training for members of local boards of education, the code of ethics of the local board of education, and the conflict of interest provisions applicable to members of local boards of education.

Each person offering his or her candidacy for election as a member of a local board of education shall file an affidavit with the officer before whom such person has qualified for such election prior to or at the time of qualifying, which affidavit shall affirm that he or she meets all of the qualifications required pursuant to this subsection. This subsection shall apply only to local board of education members elected or appointed on or after July 1, 2010.

Ben Hill County Cash Management Procedures, 2025-2026

· Draw Downs:

System Financial Personnel is responsible for drawing down federal funds. After the original budget is approved, the Chief Financial Operator prepares requests for reimbursement (DE0147) in the GaDOE portal through the GAORS module based on prior expenditures. Timely drawdowns are made to help ensure the LEA does not exceed the maximum allowable carryover. A report from PC Genesis is generated so funds requested are on a reimbursement basis only. In the rare event that funds should be requested before they are spent, it is for immediate (no more than three days prior) needs only. The Financial Personnel has received both formal and informal training and is familiar with the Federal and State Grants guidelines of Cash Management/Payment.

The district requests for reimbursement of funds so that excess cash balances are not maintained. In the rare event that excess cash balances exist, they will be promptly withdrawn and returned to the GaDOE. Subject to 2 C.F.R. Part 200, the district may keep up to \$500/year of interest earned on excess federal fund advances to cover administrative costs. All other amounts must be returned to the GaDOE.

CONTROL ACTIVITIES

The system financial Personnel is familiar with the guidelines concerning cash management/payment, and that program costs need to be paid for by the entity funds before requesting reimbursement from the GADOE.

*The accounting department closes the books each month to ensure that the expenditures are recorded in the right month and to the correct fund source.

*The Grant Manager runs a PC Genesis report to determine the funds expended to date for various federal programs.

*She refers to the revenue vs. expense comparison reports generated from PC Genesis at the end of every month for expenses, revenues, and budgeted amounts.

*The Grant Manager prepares the supporting documentation for drawdowns and forwards it to the appropriate program director who reviews the documentation and approves/signs off on the amount to be requested, which is equal to the expenditure printout minus any previous drawdowns.

*The Chief Financial Officer then creates a DE0147 and submits the DE0147. The supporting documentation and corresponding DE0147 is kept on file to justify funds drawn.

Significant aspects of controls are tested as part of the Test of Controls sections of the Georgia Department of Audits program.

INFORMATION AND COMMUNICATIONS

Federal and GADOE guidelines regarding cash management activities are available for training and reference purposes. Variances between expected and actual cash disbursement of funds and drawdown of federal funds are reviewed by our Financial Personnel. Copies of the following are kept in the Financial Personnel office:

- “Financial Management for Georgia Local Units of Administration”.
- Completion report for the previous fiscal year
- Accounting records to support the results of outlays (expenditures indicated in the completion report)

MONITORING

Financial Personnel keeps a check on balances for each grant with Grants Manager and Internal Auditor. The Chief Financial Officer, Grants Manager and Internal Auditor monitor drawdowns to help ensure students receive the maximum benefits of the federal programs and the LEA does not exceed the maximum allowable carryover per program. A monthly expenditure journal summary report by function and object code is generated by The Grants Manager for each program director for them to monitor expended funds vs. budgeted funds. The Board’s policies and procedures help to ensure correct Cash Management activities. The organization understands the need of appropriate cash management.

Stipends

Ben Hill County Schools is committed to the establishment and implementation of a Comprehensive LEA Improvement Plan designed to improve educator effectiveness and result in increased student achievement. A component of the Comprehensive LEA Improvement Plan shall be a professional learning plan detailing the professional learning process that is needed to support the major components of the improvement plan. The professional learning plan shall organize and direct all professional learning that enhances the knowledge, skills and practices of district personnel, regardless of the funding source.

School principals and district leaders shall be responsible for engaging teachers and other district personnel in ongoing professional learning as part of the district's comprehensive improvement plan and based on allowable funds.

Professional learning funds may be expended for the reasons specified in State Board of Education Rule 160-3-3-.04. Stipends may be awarded only if the following conditions exist:

- There is evidence that the knowledge, skills, practices, and dispositions gained from the professional learning activity are aligned to an approved individual plan, or a school or LEA initiative and/or product, and /or specific goals; and
- There is evidence that the knowledge, skills, practices, and dispositions developed through participation in, or facilitation of professional learning have been

implemented/demonstrated in the classroom/work setting; and

- Participation occurs beyond regular contract hours, days, or school year.
- State and federal funds designated for professional learning shall not be used to pay stipends to school board members or to school council members who are not employees of the LEA. Personnel who successfully complete conferences, workshops or courses approved by the professional learning coordinator may be reimbursed for expenditures by submitting such requests in accordance with district procedures established by the Superintendent or designee.

SUSPENSION AND DEBARMENT

According to federal and state requirements, Ben Hill County Schools may not subcontract with or award subgrants to any person or company who is debarred or suspended. Ben Hill County Schools utilizes the System for Award Management at www.sam.gov to search vendors to verify that they are not suspended or debarred.

Ben Hill County maintains documentation of the search for suspension/debarment on SAM.gov by attaching the documentation to all federal program purchase order requisitions.

ALLOWABILITY PROCEDURES

Determining Allowability of Costs

When using federal funds for purchasing, the Ben Hill County School System will follow guidelines detailed in the most current EDGAR handbook. All costs must be allowable under the federal cost principles and under the terms and conditions of the specific federal award. Expenditures must be aligned with budgeted items in the approved grant application. When determining how the district will spend grant funds, the program directors review the proposed cost to determine whether it is an allowable use of federal funds before obligating and spending those funds on the proposed goods and services. The LEA uses the System Improvement Plan/CLIP, Equity Action Plan, SSIP, and Schoolwide Plans to determine prioritized needs. A cost is allowable if it is an identified need in the CLIP and addressed in the district improvement plan or schoolwide plan. Source documentation is kept on file to determine allowability. Any questionable expense will be directed to the Area Program Personnel for further clarification.

Factors Affecting Allowability of Costs

The district staff must consider the following elements when determining the allowability of a cost. In accordance with the federal cost principles, all costs budgeted and charged to a federal grant must be:

- Necessary, Reasonable, and Allocable for the performance of the federal award
 - A cost is reasonable if it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. Reasonable means that sound business practices were followed, and purchases were comparable to current market prices.
 - A cost can be reasonable if it meets all the following conditions:
 - Prudence was used in making the decision to incur the cost, considering the

person's responsibilities to the district, its employees, the public, and the federal government.

- It is necessary to carry out the objectives of the grant program or is recognized as an ordinary cost to operate the organization.
- The district applied sound business practices; federal, state, and local law and regulations; terms and conditions of the award in making the decision.
- The price is comparable to that of the current fair market value for equivalent goods and services.
- There were no significant deviations from the established practices of the organization which may unjustifiably increase the cost.
- The district has the capacity to use what is being purchased.
- Necessary Costs: Necessary is determined by the needs of the program. The expenditure must be necessary to achieve an important objective of the program. It means it is vital or required to meet the objectives of the grant or for the grant to be successful. The LEA uses the System Improvement Plan/CLIP, Equity Plan, SSIP, and Schoolwide Plans to determine prioritized needs. Source documentation is kept on file to determine allowability.

When determining whether a cost is necessary, the district considers:

- Whether the cost is needed for the proper and efficient performance of the grant program;
- Whether the cost is identified in the approved budget or application;
- Whether there is an educational benefit associated with the cost;
- Whether the cost aligns with identified needs based on results and findings from a needs assessment; and
- Whether the cost addressed program goals and objectives and is based on program data.
- Allocable to the federal award. A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefits received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program.
- Consistent with policies and procedures that apply uniformly to both federally financed and other activities of the district.
- Conform to any limitations or exclusions set forth as cost principles.
- Consistent treatment. A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- Adequately documented. All expenditures must be properly documented with original source documentation that is clearly written and maintained on file with accounting records. Documentation could include purchase orders, requisitions, invoices, travel authorizations, contracts, time and effort records, copies of checks, etc.
- Determined in accordance with Generally Accepted Accounting Principles (GAAP).
- Not included as a match or cost-share of another federal program unless the

- specific federal program authorizes federal costs to be treated as such.
- The net of all applicable credits. Applicable credits refer to reduction of expenditures that operate to offset or reduce the expense of items allocable to the federal award. Examples of such transactions are purchase discounts; rebates or allowances; adjustments for overpayments; or credits. All such credits received by the district relate to the federal award shall be credited to the federal award.

A cost is allocable to a federal award or cost objective if the goods or services involved are chargeable or assignable in accordance with the relative benefits received.

- incurred specifically for the award
- benefits both award and other work and can be distributed in proportions that may be approximated using reasonable methods
- necessary to the overall operation of the entity and assignable to the award in accordance with their part
- can only charge in proportion to the value received by the program

In summary, for a cost to be allowable under a federal grant program, the district ensures it meets all the following conditions:

- **reasonable** in cost
- **necessary** to accomplish the objectives of the grant program
- Aligns to LEA prioritized needs
- based on an identified need, concern, or area of weakness within the grant program
 - appropriate under the authorizing program guidelines
 - consistent with the underlying needs of the program in that it benefits the intended population of students or teachers for which the funds are appropriated
 - **allocable** to the grant based on the relative benefits received
 - authorized or not prohibited under state or local laws or regulations
 - consistent with policies, regulations, and procedures that apply to all activities, including other grants and state and local activities
 - treated consistently as either a direct cost or indirect cost
 - determined in accordance with GAAP
 - not used to meet cost sharing or matching requirements of another federal grant (unless specifically permitted in the other program regulations)
 - consistent with the terms and conditions of the grant award
 - adheres to Period of Performance
 - avoids conflict of interest
 - follows procurement methods
 - budgeted in the approved grant award
 - adequately documented with appropriate supporting source documentation
 - the net of any applicable credits such as rebates or discounts
 - allowable under the federal cost principles

- Remains consistent with the non-federal purchasing procedures
- in most cases, supplemental to the core foundation program of the school (supplement not supplant)

District employees are required to follow these rules for charging these specific expenditures to a federal award.

Source Documentation

Source documentation will be aligned to the Federal Program's specific needs and equity gaps. The LEA ensures the following: program director approval, participants are allowable, training is aligned to needs, training documents are kept on file, and substitutes are for allowable staff and paid out of the correct funding source. The LEA's internal controls ensure timely payment for travel, and that services were received prior to payment. Source documentation will reflect the period of performance. Common source documentation includes purchase orders, detailed invoices, travel expense statements, agendas from conferences, contracts for services, attendance rosters and leave forms, etc.

Federal Programs Travel

Travel using federal programs funds requires pre-approval (for allowability of participant and activity) by the Federal Program Director. Teachers requesting travel for an out of county conference/training, must complete the system Professional Learning approval form. Per diem and mileage are paid out of pocket and are reimbursed at cost, no higher than state per diem.

Lodging, if paid by employee, is reimbursable. Post travel expenses are submitted via YOSS with lodging receipts attached. The Federal Programs Director reviews and authorizes payment on travel reimbursement. No reimbursement will be provided without prior approval by the school and district professional learning director and or federal programs director. Payment for any travel expenses is made after the travel is taken.

Expense Reimbursement Statewide Travel Regulations Per Diem Guidelines

Employees traveling within the State of Georgia or Out of State are paid a per diem amount designed to cover the cost of meals, based on the number of meals per day for which the traveler is eligible. Ben Hill County follows state guidelines regarding reimbursement rates.

If the conference agenda lists a meal as part of the schedule of events, the Ben Hill County BOE cannot reimburse the employee for that meal.

Ben Hill County employees expecting reimbursement for travel expenses must complete a professional leave form in YOSS.

State Mileage Allowance

Mileage reimbursement rate has been changing frequently over the last several years. As a result, the mileage rate to be used should be obtained from referring to the State Travel Guidelines or referencing the rate noted in the YOSS platform. The rate is updated in the YOSS platform on the reimbursement form and is calculated automatically.

Staff Development

- All travelers must have a signed request for Professional Leave presented to the 21st CCLC Program Director through the YOSS system. The request will be signed off by all designees at least five days before the trip.

V. Expense Reports

All requests for travel reimbursement must be requested through the YOSS system. This must be approved employee, the Program Director, Financial Director and all documentation (receipts, mileage, parking, etc.) must be attached. The approved YOSS request is sent to the Account Receivable Coordinator for payment.

Procurement Procedures

The district's objective is to purchase the best products, materials, and services at the lowest practical prices within relevant statutes and procedures. It is important to acquire goods and services for the best price through fair and open competition to protect the interest of the local, state, and federal government while still maintaining the desired quality and minimizing exposure to misuse of funds.

Domestic Preferences for Procurement (200.322)

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Conflict of Interest

Definition: A conflict of interest would arise if the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm or individual considered for a contract.

Employees of Ben Hill County Schools who are engaged in the selection, award and administration of contracts shall abide by the following:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
- Officers, employees, and agents of Ben Hill County Schools may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

The district's Conflict of Interest Policy and Procedures does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transactions or activities of the LEA. Nominal items include, but are not limited to, those with a fair market value of less than \$50, promotional materials conveyed to any and all attendees at a meeting/conference, and gifts that are divisible and shared among co-workers (candy, gift baskets, etc).

Any persons who suspects a violation of the district's Conflict of Interest Policy should report the incident to the finance director immediately. Initial reports may be made in person but must be supported by a written statement from the employee asserting the violation has occurred. In the event that the finance director is directly involved in the possible conflict, the employee should report suspicions of violating the Conflict of Interest Policy directly to the superintendent.

All Ben Hill County School employees are trained on Conflict of Interest at the beginning of each school year during our back to school meeting.

Procedures for Purchasing and Monitoring of Funds

Each budget is created by the appropriate Program Coordinator with input from school personnel and submitted to the state for approval. Once approved by the state, the funds are free to be expended.

Methods for Procuring with Federal Funds

The district's objective is to purchase the best products, materials, and services at the lowest practical prices within relevant statutes and procedures.

It is important to acquire goods and services for the best price through fair and open competition to protect the interest of the local, state, and federal government while still maintaining the desired quality and minimizing exposure to misuse of funds.

1. Purchases of all equipment, materials, supplies, services, rents, and leases shall be based on sound business practices. Written bids, request for proposals (RFP), facsimile quotations, email bids and quotes, State of Georgia contracts, General Services Administration Contracts, Georgia Department of Education Regional Educational Service Agency cooperative purchasing contracts, applicable bids by local Government Agencies, and other government local, state, or nationwide cooperative purchasing programs can be used to purchase goods and services as specified below. Requests for proposals may be used when the use of competitive sealed bidding is either not practicable or not advantageous to the School District. Generally, a Request for Proposal (RFP) will only be used when the School District lacks expertise in formulating detailed specifications for the goods or service needed or when the service needed, or the service being purchased does not lend itself to a set of specifications.
2. Contracts for goods and services for a specific period of time will be entered into when deemed necessary and practicable by the Superintendent. When such contracts are not available and other federal, state, local government or agency contracts are not available or are not in the best interest of the Board of Education, the following shall be used to determine bid requirements.
 - a. Purchase of goods and services with an aggregate dollar amount of \$5,000.00 or less may be made without quotations.
 - b. Purchases of goods and services with an aggregate dollar amount of more than \$5,000.00 but less than \$10,000.00 require a facsimile, email, or written quotation from, at least, two vendors.
 - c. Purchases of goods and services with an aggregate dollar amount of \$10,000.00 but less than \$100,000.00 require a facsimile, email, or written quotation from, at least, three vendors.
 - d. Purchases of goods and services with an aggregate dollar amount of \$100,000.00 or more require sealed bids or sealed proposals. Such purchases shall be given sufficient advertising to encourage broad participation from competitive sources. Verbal, facsimile, and email bids or proposals may not be utilized with such purchases.
 - e. All RFPs shall be written regardless of dollar value and shall be by sealed proposal.
 - f. Sole source products and services are exempt from bid and RFP requirements, subject to applicable law. See item #7.
3. Soliciting bids and quotations.

- a. All bidders shall be provided with the same information concerning the goods or services to be procured to include changes to the original solicitation. Each solicitation will include the Board of Education terms and conditions of the purchase.
 - b. All Invitations to Bid and RFPs will be advertised on the Ben Hill County School District's website and as otherwise required by applicable law.
 - c. All bidders shall be given the same deadline for response to solicitations. Bids submitted after the closing date and time will not be considered. All bids shall be marked with the date and time received and filed with other related bid documents.
4. Selecting and awarding bids and RFP's.
- a. Bids will be awarded to the lowest responsible and responsive bidder. The terms responsible and responsive shall have the same meanings as provided for in the Georgia Local Government Public Works Construction Law. In determining the lowest responsible and responsive bidder, the solicitor shall consider factors including:
 - i. The ability, capacity, and skill of the bidder to perform the contract or provide the goods or services required.
 - ii. The capability of the bidder to perform the contract or provide the goods or services promptly, or within the time specified, without delay or interference.
 - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - iv. The quality of performance of previous contract or services.
 - v. The previous and existing compliance by the bidder with laws, policies, terms, and conditions relating to the contract or services.
 - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the goods or service.
 - vii. The quality, availability and adaptability of the supplies or services required by the solicitation.
 - viii. The number and scope of conditions attached to the bid by the bidder, if any.
 - ix. The life cycle cost when the solicitation is for equipment with a life expectancy of three or more years.
 - b. Requests for Proposals (RFPs) shall include the following procedures:
 - i. Until the contract is awarded, the contents of all proposals shall not be disclosed to anyone other than School District employees and/or authorized consultants involved in selecting the best proposal.
 - ii. A register of all vendors submitting proposals shall be made available for public inspection.
 - iii. After submission of the proposals but prior to the award, discussions, negotiations, and revisions may be permitted for the purpose of obtaining the best and final offers. In accordance with the request for proposals, all responsible offerors found by the School District to have submitted proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations, and revisions. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after original submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by

- competing offerors.
- iv. Award shall be made to the offeror responsible whose proposal is determined to be the most advantageous to the School Board taking into consideration price and the evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made.

In the event of a tie after evaluation, the bid will be awarded to a local vendor, if applicable. If there are no local vendors, the award will be determined by coin toss in public with vendors present or disinterested personnel witnessing the coin toss.

5. If after a bid is opened, the low bidder claims he/she has made an appreciable error in the preparation of the bid and can support such claim with evidence satisfactory to the Superintendents designee, the bidder shall be permitted to withdraw the bid. The bidder shall be disqualified from again bidding on the same goods or services should additional bids be required.
6. Sole source products and services are those which are available from only one vendor. Such products and services are exempt from bid and RFP requirements. A product or service shall not be deemed as a "sole source" without the written determination by the Board of Education that there is only one source for the required supply, service, or construction item, which shall be approved in an open meeting of the Board of Education. The written determination shall address alternative services and products as well.
7. Emergency purchases are those purchases which if not performed immediately would result in health/safety hazards to students and/or employees, and/or would result in additional damage, and/or would cause interruption of the instructional program or essential business operations of the School District. To avoid emergency purchases, principals and department heads shall ensure their staffs plan and execute purchase requirements in a timely manner. To the extent allowed by law, emergency purchases are exempt from bid and RFP requirements. Such emergency purchases shall be considered on a case-by-case basis.
8. It is permissible to utilize state contract pricing when making purchases at any level.
9. The Board of Education shall have the authority to reject any and all bid or proposal or any bid or proposal that is nonresponsive or not responsible. The Board of Education shall, also, have the authority to waive technicalities and informalities.

Request for proposal and bids will be posted on the District website and the Georgia Procurement website. Evidence of the Bid or RFP must be attached to the purchase order/requisition in the financial software program. If purchases are made through RESA, compliance with the above procedures are not required.

No purchase or contract shall be divided into parts for the purpose of avoiding the competitive bid process.

Each federal program coordinator and/or department head and/or designee checks Georgia's System for Award Management (SAM) website, <https://www.sam.gov/portal/SAM/##11> prior to approving any purchase to ensure the vendor is not on the list of suspension and debarment. The resulting SAM documentation must be attached to the requisition/purchase order and uploaded for approval.

Cost/Price Analysis for Federal Procurements in Excess of \$250,000

The district will make independent estimates of the goods and services being procured before receiving bids or proposals to get an estimate of how the goods and services are valued in the current market. To accomplish this, after bids and proposals are received, but before awarding a contract, the district will conduct either a price analysis or cost analysis, depending on the type of contract, in connection with every procurement with federal funds in excess of \$250,000

Cost Analysis Non-competitive Contracts: The cost analysis involves a review of proposed costs by expense category, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. The cost analysis must be used for all non-competitive contracts, including sole source. When performing a cost analysis, the Financial Personnel negotiates a profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Price Analysis Competitive Contracts: The price analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general, the price analysis can only be used with competitive contracts and is usually used with fixed price contracts. Total cost must be reasonable in comparison to current market value for comparable products and services.

Equipment Inventory Acquisition and Disposition Procedures

Any equipment with a shelf-life expectancy of one year or more will be maintained in inventory, including pilferable items that include but is not limited to: digital cameras, graphing calculators, DVD players/recorders, iPods, iPads, Chromebooks, charging stations, scanners, document cameras, printers, etc.

The acquisition of equipment must follow LEA internal control procedures noted in the federal program procedures manual which include having prior approval of the principal (if applicable) and the federal programs director, being based on a need identified in CLIP/SIP, and meeting the requirements of the funding program.

Upon approval by the Superintendent, the purchase order will be processed, and the order will be placed. A copy of all purchase orders for equipment and/or technology items (coded 615 or 616) will be sent to the Technology Personnel responsible for maintaining the inventory. Once items are delivered to the school, the Media Personnel will notify the technology department that items have arrived. The Technology Personnel will then gather packing slips and submit to the Accounts Payable Clerk. Then the Technology Personnel will enter appropriate information into the One to One Plus Inventory management program. The One to One Plus Inventory management program will include the following information for items on the inventory as applicable (for instance, FAIN identification began in FY16; therefore, any purchases made prior to FY16 would not include the FAIN number in the inventory list):

- description of equipment
- serial number/identification number
- funding source (including FAIN), percentage of funding source
- source of property (vendor)
- acquisition date
- unit cost
- location of equipment
- use of equipment (instructional, professional learning, administration, etc.)
- condition of equipment
- title of equipment (fund source)
- disposition data (date of disposal, sale price, if applicable)

After items are received and entered into the inventory management program, a barcode label is created that links to the following information as applicable (for instance, FAIN identification began in FY 16; therefore, any purchases made prior to FY16 would not include FAIN number on label):

- Barcode
- Funding source
- FAIN number
- School District

One copy of the signed inventory should be kept in the Title I school and another copy in the Title I district office. The inventory must be available for review and evaluation.

The Ben Hill County School System has safeguards in place to prevent loss, damage, or theft of equipment. School facilities have interior and exterior security cameras installed.

Student devices not traveling to and from school such as laptops and iPads are stored in secure, lockable carts designed specifically for that purpose. Each cart is assigned to a teacher. The carts should remain locked except when checking devices in/out. Student devices are checked out to the individual student. Students that choose not to take devices home each day store the assigned device in their teacher's cart at the end of each day. If equipment owned by the school system is stolen, the Lost, Damaged, or Stolen a Property Report should be completed. The principal should notify local law enforcement to file a report. Upon receipt of this report, a copy should be provided to the school principal, technology personnel, and federal programs coordinator. The technology personnel will update the inventory list as applicable.

Physical Inventory

Physical inventories of all equipment using the One to One Plus program will be conducted by the technology personnel at each school annually. The technology personnel will verify the existence, current utilization, and continued need for the equipment and condition of the equipment when completing the inventory. A dated, complete inventory report will be turned in to the program directors annually with the signature of person completing the inventory. The technology personnel will also periodically spot-check equipment throughout the year.

Procedures for Discrepancies

If discrepancies are found during spot-checks or annual inventory reviews, such discrepancies will be recorded on the Inventory Control form and a copy sent to the Technology Director and Principal. Discrepancies will be corrected within five days, signed, and dated on the original report by both technology personnel and the Principal and returned to the Technology Director.

Guidelines for Equipment

All grant funded equipment purchases must be approved by the Federal Programs Director. All purchases must follow policies and statutes governing Ben Hill County Schools.

Allowable Equipment—The Ben Hill County School District is responsible for assuring that only allowable equipment is purchased. To avoid non-compliance, proposed purchase requisitions will be submitted for review to the appropriate grant director. The Ben Hill County School District may lease equipment with federal funds for a one-year period only, if 1) it is reasonable and necessary to operate its federal program efficiently, 2) existing equipment will not be sufficient and 3) the costs are reasonable.

All items purchased as equipment as well as materials and supplies must be accounted for in such a manner as to avoid fraud, waste, or abuse. These purchases will be reviewed as a part of the regular monitoring process.

Work order requests for maintenance on technology are entered by teachers onto the online “JitBit Helpdesk” system. Work orders are checked and tracked by technology support staff and addressed daily. In cases where equipment repairs cannot be requested through normal work order requests, the technology staff will seek guidance from the federal programs coordinator if equipment is permanently damaged or undergoing repair for an extended, unreasonable amount of time.

Equipment use for T-I A Targeted Assistance Programs

Ben Hill County Schools does not have any Targeted Assistance Schools currently. If we were to have a Targeted Assistance School, we would ensure that the inventoried equipment was only used by students participating in the Targeted Assistance program.

Off-Site Use of Equipment

Ben Hill County allows student devices to be taken home on a as needed basis. Before devices go home with the student, an agreement (acceptable use policy) must be signed by both student and guardian. Students and guardian are also required to sign the Technology handbook and the beginning of each school year.

Equipment use for private schools

Ben Hill County Schools does not have any participating private schools currently. If private school(s) are ever served, they will follow the same inventory procedures as public schools.

Disposition of Equipment

Equipment items with an acquisition cost/current per unit fair market value of less than \$5000 and are more than three years old may be retained, sold, or disposed with no further obligation to the GaDOE. The disposition of such items should be so noted on the equipment inventory maintained by the LEA. Other equipment items may be retained, sold, or otherwise disposed as follows:

- Over \$5000 – may be retained or sold and the awarding agency shall have the right to an amount calculated by multiplying current market value or proceeds from sale by the awarding agency's share of equipment. In such situations, the LEA will submit the appropriate documentation to the federal programs area consultant for review and guidance.
- Under \$5000 – no accountability but must still formally dispose

If the equipment is less than \$5000, it may be disposed at the direction of the Technology Director (repurposed, retained, or discarded) with approval from the Program Coordinator.

The technology personnel must receive approval from the Technology Director and/or Program Coordinator prior to disposing of equipment on the inventory list. Disposition records include the equipment's serial or identifying number; the sale price if applicable; reimbursement to federal program if applicable; whether the items that were not sold were repurposed, retained, or discarded; and a record of the date, reason, and method of disposal. The LEA will keep disposition records for five years after the disposition of the item.

The technology personnel are responsible for recording changes in location and condition of equipment in the system inventory database (One to One Plus).

Process for disseminating inventory procedures to staff

The inventory procedures are disseminated to all employees at the beginning of the school year. If changes to the procedures change during the year, all employees will be notified of the changes via email. Employees are informed of the allowable use of equipment when the equipment is placed in the school and/or in their possession.

Ben Hill County 21st CCLC Afterschool Employee Handbook



Your signature below indicates that you have read, understand, and agree with the policies and procedures found in the Ben Hill County 21st CCLC Employee Handbook.

Signature: _____

Printed

Name: _____

Date: _____

Disclaimer: Employee HANDBOOK PROVISIONS

The terms described in this Employee Handbook may be altered, modified, changed, or eliminated by the Ben Hill County School District at any time, with or without prior notice. This Employee Handbook and all provisions contained herein do not establish conditions of employment, are not a guarantee of employment, and are not an employment contract, express or implied.