

Board of Education Regular Meeting

Monday, November 16, 2020 7:00 PM

1. Call to Order

call to order at 7:00 pm. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

2. Flag Salute

3. Open Meeting Act

-This meeting was advertised in the Beacon Newspaper the week of November 9th.

-Open Meetings Act is Posted

4. Roll Call

5. Approval of Agenda

approve the agenda as presented. This motion, made by JC Ourada and seconded by Dana Steiner, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

6. Citizens Comments

7. Consent Agenda

consent to approve. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

1. Minutes

2. Claims

3. Staff Adjustments

1. Resignation of Mitch Muma

4. Treasurer's Report

8. Information Items

1. Proposal to cancel the cooperative agreement with Overton Public Schools regarding Cross Country for the 2020-2021 Spring season.

2. Discussion on the three architect firms that were interviewed in preparation for the upcoming elementary project.

1. BVH
2. Wilkins
3. CMBA

3. Interlocal Agreement with the Village of Elm Creek for snow removal and custodial services.

9. Action Items

1. Title IX Policy

Approve Title IX policy. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

2. Assign Cory Spotanski, high school principal and Terah Williams, elementary principal as Title IX Coordinators. Assign Bret Schroder, superintendent as Title IX Appellate Decision Maker.

Approve Assign Cory Spotanski, high school principal and Terah Williams, elementary principal as Title IX Coordinators. Assign Bret Schroder, superintendent as Title IX Appellate Decision Maker. This motion, made by Alicia Beavers and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

3. Calendar Change - the following days will be changed from student instructional days to staff work days.

1. Wednesday, Nov. 25th which was originally scheduled as an early out.
2. Monday, Dec. 21st which was a full day of instruction.
3. Tuesday, Dec. 22nd which was originally scheduled as an early out.

4.

approve calendar changes. This motion, made by Suzanne Brodine and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

5. Adopt Superintendents Evaluation Tool from NASB - Qualtrex

Approval to adopt evaluation tool. This motion, made by Jeff Meads and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

10. Reports

1. Superintendent's Report

1. -November 20th will be the next all school luncheon
-21st Century Grant update

2. Principals' Report

1. -Social Emotional Survey
-Class Interest Survey

3. Board Committees

October 14 - Interview BVH Architecture

October 21 - Interview Wilkins Architecture

October 28 - Board Negotiations Committee met with Teacher Negotiators

October 28 - Curriculum and Technology Committee met on board policy

November 4 - Interview CMBA Architecture

November 11 - Board Retreat

11. Next Regular Board Meeting

December 14, 2020 at 6:00 pm. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

12. Adjournment

motion to adjourn the meeting at 8:12 pm. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

Board of Education Regular Meeting

Monday, October 12, 2020 7:00 PM

1. Call to Order

Call to order 7:01 pm. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.
Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

2. Flag Salute

3. Open Meeting Act

4. Roll Call

5. Approval of Agenda

approve the agenda as presented. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

6. Citizens Comments

Citizen: When is the current bond up? Board Member: December, 2022

Citizen: What is the payment? Board Member: a little lower or the same

Citizen: Vote on the bond, when would the first payment be? Board Member: 1st new bond payment would come after the last old payment. Working with financial committee.

Citizen: building material shortages and rising costs would have an effect on bond... Board Member: we have to start somewhere Board member: a lot of community meetings will be held to keep people informed

7. Consent Agenda

motion to approve consent agenda as presented. This motion, made by Morgan Fouts and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada:
Yea, Dana Steiner: Yea

7.1. Minutes

7.2. Claims

7.3. Treasurer's Report

8. Information Items

Board member: why isn't the lunch account lining up? Answer: not reconciled, same with activities fund

Board member: sewer line? Answer: it has been taken care of

8.1. Mr. Spotanski and Mrs. Williams will present on MAP testing and share how they, and the teachers, will be using the data this year.

8.2. Enrollment Numbers as of 10/7/2020

8.3. Option Enrollment

9. Action Items

9.1. Tobin Buchanan of First Nation Capital Markets to act as Municipal Advisor during the bond election process.

Board member wants timeline laid out - It is in the superintendent's report found further down the agenda - verbally explained for the group

Recommend to approve First National Capital Markets and Tobin Buchanan as Municipal Advisor. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Morgan Fouts: Nay, Alicia Beavers: Yea, Suzanne Brodine: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.2. Russ Koch as Facilities Advisor during planning and construction phase of Elm Creek Elementary School.

He will help lock in prices on the plans, only pay when you consult with him. Very reasonable and very experienced.

Recommend to approve Russ Koch to act as Facilities Advisory for the elementary building project. This motion, made by Jeff Meads and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.3. Appoint NASB Delegate Assembly Representative

Appoint Suzanne Brodine as NASB assembly delegate. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.4. Surplus 1988 Van

Surplus 1988 van. This motion, made by JC Ourada and seconded by Morgan Fouts, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

9.5. Surplus 2009 Blue Bird Bus 59 Passenger (Will be surplus when new bus arrives as part of the VW grant.)

Surplus 2009 bus when the new bus arrives. This motion, made by JC Ourada and seconded by Alicia Beavers, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

10. Reports

10.1. Superintendent's Report

10.1.1. Update on Bond and Building Process

3 interviews with architects now that building team has been selected. Board will visit a site

with each architect and interview them at the site. Once an architect is chosen community meetings will begin. Looking to build 2 rooms for each class, update the shop and the weight room facility.

10.2. Principals' Report

10.2.1. Donation for Kinder and 1st grade Chromebooks.

10.2.2. Class Interest Survey to Students and Parents

179 responses between kids and parents

10.2.3. Homecoming Feedback

10.3. Board Committees

10.3.1. Since the September board meeting we have had:

September 16th - Transportation Committee Meeting

September 23rd. - Curriculum and Technology Committee Meeting

September 30th. - Finance Committee Meeting

October 7th. - Building and Grounds Committee Meeting

11. Next Regular Board Meeting

October 14th at 4:25 meet at the school for transportation to Lexington High School and Middle School.

Monthly Board Meeting Monday, November 9th @ 7 pm

12. Adjournment

motion to adjourn the meeting at 8:31 pm. This motion, made by JC Ourada and seconded by Suzanne Brodine, Passed.

Alicia Beavers: Yea, Suzanne Brodine: Yea, Morgan Fouts: Yea, Jeff Meads: Yea, JC Ourada: Yea, Dana Steiner: Yea

Check Register

Direct

Dep. Invoice	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	

Checks Printed

01 - GENERAL FUND

Bank Account :A - General Fund

00017564	11/13/2020	ADVANCEDW		Advanced Water Company, Inc	
INV1766	11/01/2020		11/09/2020	Water Treatment Service	1,185.19
				Check Total	1,185.19
00017565	11/13/2020	AGDRYER		Ag Dryer Services	
39368	10/29/2020		11/09/2020	Square Tubes	382.40
				Check Total	382.40
00017566	11/13/2020	AGLAND		AgLand Auto Repair	
4349	10/01/2020		11/09/2020	2018 Bus - Tires	282.00
4427	10/15/2020		11/09/2020	2018-Tire Replace	282.00
4526	10/23/2020		11/09/2020	2020 Coolant	29.98
				Check Total	593.98
00017567	11/13/2020	ALPHAREH		ALPHA REHABILITATION P.C.	
3014	10/31/2020		11/09/2020	OT and Speech Services	253.03
				Check Total	253.03
00017568	11/13/2020	ARNOLDM		ARNOLD MOTOR SUPPLY	
76NV052524	11/02/2020		11/09/2020	Batteries	46.16
				Check Total	46.16
00017569	11/13/2020	BLACKHILLS		BLACK HILLS ENERGY	
102120-01	10/21/2020		11/09/2020	225 E BOYD	76.87
102120-40	10/21/2020		11/09/2020	230 E CALKINS	267.27
102120-94	10/21/2020		11/09/2020	122 N CHURCH	34.15
				Check Total	378.29
00017570	11/13/2020	C&S TRUCK		C&S TRUCK & SALVAGE	
96391	10/23/2020		11/09/2020	2014 INSPECTION	133.48
96392	10/23/2020		11/09/2020	2018 INSPECTION	133.48
				Check Total	266.96
00017571	11/13/2020	CASHWA		Cash Wa Distributing	
12643549	10/02/2020		11/09/2020	TOWELS	99.40
12652476	10/09/2020		11/09/2020	SOAP	286.75
12656143	10/13/2020		11/09/2020	TOWELS AND TISSUE	413.60
				Check Total	799.75
00017572	11/13/2020	CENTURY		CENTURYLINK	
10072020	10/07/2020		11/09/2020	PHONE	359.73
				Check Total	359.73
00017573	11/13/2020	CHEMSEARCH		CHEMSEARCH	
7119698	10/01/2020		11/09/2020	HAND SOAP	547.50

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	547.50
	00017574	11/13/2020	COMPETC		COMPUTERS ETC. LLC	
	53158	08/27/2020		11/09/2020	Dremel 35 Filament	107.64
					Check Total	107.64
	00017575	11/13/2020	CONDITION		CONDITIONED AIR MECHANICAL SYSTEMS	
	40873	10/29/2020		11/09/2020	BOILER REPAIRS	312.50
					Check Total	312.50
	00017576	11/13/2020	DANAF		DANA F COLE & COMPANY, LLP	
	031860	10/08/2020		11/09/2020	AUDIT SERVICES	2,650.00
					Check Total	2,650.00
	00017577	11/13/2020	EAKESOFF		EAKES OFFICE PRODUCTS	
	INV237746	10/20/2020		11/09/2020	CONTRACT INVOICE	2,824.28
					Check Total	2,824.28
	00017578	11/13/2020	ECOLAB		ECOLAB PEST ELIMINATION	
	3215463	10/26/2020		11/09/2020		71.01
					Check Total	71.01
	00017579	11/13/2020	EDEALJ		JESSICA EDEAL	
	11012020	11/01/2020		11/09/2020	MILEAGE	36.23
					Check Total	36.23
	00017580	11/13/2020	ESU10		Educational Service Unit 10	
	110120-10	11/01/2020		11/09/2020	REPAIRS	135.00
	110120-12	11/01/2020		11/09/2020	VOC EVAL	506.08
	110120-78	11/09/2020		11/09/2020	DEAF ED	837.23
	110120-79	11/01/2020		11/13/2020	ESU PT	1,079.38
	110120-80	11/01/2020		11/09/2020	SUPERVISION	2,966.12
	110120-81	11/01/2020		11/09/2020	OT	2,938.34
	110120-85	11/01/2020		11/09/2020	AUDIO	189.68
					Check Total	8,651.83
	00017581	11/13/2020	FLINNS		FLINN SCIENTIFIC INC	
	2514130	10/09/2020		11/09/2020	GOGGLES, LENSES	57.40
					Check Total	57.40
	00017582	11/13/2020	FOSTERC		CURT FOSTER	
	RENT	11/01/2020		11/09/2020	RENT	100.00
					Check Total	100.00
	00017583	11/13/2020	GRACZYKS		GRACZYK SPRINKLERS	
	5671	10/21/2020		11/12/2020	REPAIRS	144.70
					Check Total	144.70

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date Description	Amount
	00017584	11/13/2020	HEARTLANDR	HEARTLAND REFRIGERATION LLC	
	13442	10/28/2020		11/12/2020 REPAIRS	181.40
	13474	10/30/2020		11/12/2020 REPAIRS	340.25
				Check Total	521.65
	00017585	11/13/2020	HOMETOWN	Hometown Leasing	
	110720	11/07/2020		11/12/2020 COPIERS	1,420.00
				Check Total	1,420.00
	00017586	11/13/2020	INNOVATIVE	INNOVATIVE OFFICE SOLUTIONS LLC	
	IN3140049	10/20/2020		11/12/2020 EASEL PAD	48.89
	IN3140051	10/20/2020		11/12/2020 INK CARTRIDGE	81.84
	IN3141076	10/21/2020		11/12/2020 GRAY FILM, CHAIR MATS	604.54
				Check Total	735.27
	00017587	11/13/2020	INTELL	INTELLICOM COMPUTER CONSULTING	
	238814	09/30/2020		11/12/2020 TELEPHONE REPAIRS	1,487.50
				Check Total	1,487.50
	00017588	11/13/2020	ISLANDSU	Island Supply Welding	
	228325	10/31/2020		11/12/2020 SHOP	69.44
				Check Total	69.44
	00017589	11/13/2020	JOSTENS	Jostens	
	25063044	10/21/2020		11/12/2020 DIPLOMA COVERS	306.14
				Check Total	306.14
	00017590	11/13/2020	KOCHR	RUSS KOCH	
	10312020	11/12/2020		11/12/2020 CONSULTING SERVICES	800.00
				Check Total	800.00
	00017591	11/13/2020	KSBSCHOOL	KSB SCHOOL LAW	
	9023	10/30/2020		11/12/2020 LEGAL SERVICES	1,343.21
				Check Total	1,343.21
	00017592	11/13/2020	LINWELD	MATHESON TRI GAS	
	22428746	10/07/2020		11/12/2020	29.04
	51697715A	09/30/2020		11/12/2020 SHOP	160.17
	51710994	10/31/2020		11/12/2020 SHOP	195.04
				Check Total	384.25
	00017593	11/13/2020	LOCKMOB	Lockmobile	
	L770804	08/13/2020		11/12/2020	380.50
				Check Total	380.50
	00017594	11/13/2020	MCGRAW	MCGRAW-HILL COMPANIES	
	115334173001	10/19/2020		11/12/2020 REVEAL MATH	21.85

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	21.85
	00017595	11/13/2020	MENARDS		MENARDS - KEARNEY	
	10127	11/04/2020		11/12/2020	DE-ICE, TR CAN, BROOM	80.40
	9175	10/15/2020		11/12/2020	SUPPLIES	47.19
	9208	10/15/2020		11/12/2020	TAPE, P-TRAP	4.65
	9430	10/20/2020		11/12/2020	BUS SUPPLIES	119.40
					Check Total	251.64
	00017596	11/13/2020	MIDAMR		MID-AM RESEARCH CHEMICAL	
	0714558-IN	10/09/2020		11/12/2020	ALCOHOL WIPES	111.03
					Check Total	111.03
	00017597	11/13/2020	MIDSTATEI		MID-STATES INSURANCE AGENCY	
	71876794-102920	10/29/2020		11/12/2020	TREASURER BOND RENEW	150.00
					Check Total	150.00
	00017598	11/13/2020	MIDWESTBU		MIDWEST BUS PARTS, INC	
	012120	01/21/2020		11/12/2020	BUS 2015 REPAIRS	1,883.01
					Check Total	1,883.01
	00017599	11/13/2020	MOSAIC		MOSAIC	
	AXT1020-11	11/02/2020		11/12/2020	OCTOBER SERVICES	1,069.53
	AXT1020-32	11/02/2020		11/12/2020	OCTOBER SERVICES	1,069.53
					Check Total	2,139.06
	00017600	11/13/2020	MOSTEKE		MOSTEK ELECTRIC	
	7347	10/28/2020		11/12/2020	REPAIRS	273.08
					Check Total	273.08
	00017601	11/13/2020	NE COUNADM		NEBRASKA COUNCIL OF SCHOOL ADM	
	64382	08/03/2020		11/12/2020	WILLIAMS REGISTRATION	140.00
	65581	10/16/2020		11/12/2020	SCHRODER-LABOR REL	150.00
					Check Total	290.00
	00017602	11/13/2020	NPPD		NEBRASKA PUBLIC POWER DISTRICT	
	101520-6740	10/15/2020		11/12/2020	BUS BARN	51.05
	101520-6744	10/15/2020		11/12/2020	BALLFIELD	111.93
	101520-6748	10/15/2020		11/12/2020	230 E CALKINS AVE	4,939.33
					Check Total	5,102.31
	00017603	11/13/2020	OKEEFELE		O'KEEFE ELEVATOR COMPANY, INC	
	00521537	11/01/2020		11/12/2020	MAINTENANCE	325.75
					Check Total	325.75
	00017604	11/13/2020	ONESOURCE		ONESOURCE	
	5834-20201031	10/31/2020		11/12/2020	BACKGROUND CHECKS	51.80

Check Register

Direct

Dep.	Check Number	Check Date	Vendor ID	Vendor Name	Amount
Invoice	Invoice Date	PO Number	PO Date	Description	
				Check Total	51.80
00017605	11/13/2020	OVERHEADD		OVERHEAD DOOR OF KEARNEY	
22949	10/14/2020		11/12/2020	SHOP DOOR REPAIRS	487.12
22987	10/28/2020		11/12/2020	DOOR ADJ-SHOP	165.00
				Check Total	652.12
00017606	11/13/2020	PAYFLEX		PAYFLEX SYSTEMS USA	
131932-1482906	09/10/2020		11/12/2020	RENEW FEE, MTH FEE	800.00
				Check Total	800.00
00017607	11/13/2020	PIONEERTE		PIONEER TELEPHONE	
110120	11/01/2020		11/13/2020	Long Distance	133.86
				Check Total	133.86
00017608	11/13/2020	SERVICE		SERVICEMASTER OF MID NE	
18859	10/31/2020		11/12/2020	2010 ADDITION	3,784.87
18860	10/31/2020		11/12/2020	ELEMENTARY FACILITY	4,061.15
				Check Total	7,846.02
00017609	11/13/2020	STATENE		STATE OF NEBRASKA	
1239043	10/08/2020		11/12/2020	NETWORK SERVICE FEES	355.24
				Check Total	355.24
00017610	11/13/2020	STONEC		CINDY STONE	
102120	10/21/2020		11/12/2020	HAND SANI, ANTI FREEZE	39.52
				Check Total	39.52
00017611	11/13/2020	THOMPSON		US FOODS - DIVISION #2365	
4266710	10/19/2020		11/12/2020	LINERS, FACIAL TISSUE	349.87
				Check Total	349.87
00017612	11/13/2020	USBANK		CORPORATE PAYMENT SYSTEMS	
5491-110620ADJ	11/06/2020		11/12/2020	NASSP	117.00
5491-110620FCS	11/06/2020		11/12/2020	FCS	388.52
5491-110620MA	11/06/2020		11/12/2020	MASKS	445.71
SKS					
5491-110620OF	11/06/2020		11/12/2020	BATT, NURSE, POSTAGE	289.23
C					
5491-110620TEC	11/06/2020		11/12/2020	CHROMEBOOKS	15,796.65
H					
5491-110620TR	11/06/2020		11/12/2020	TRANSPORTATION EXP	61.74
5491100620	10/06/2020		11/12/2020	POSTAGE, TECH, FCS	2,055.77
				Check Total	19,154.62
00017613	11/13/2020	VERIZON		VERIZON WIRELESS	
9864300163	10/29/2020		11/12/2020	CELL PHONE	50.17

Check Register

Direct

Dep.	Check Number Invoice	Check Date Invoice Date	Vendor ID PO Number	Vendor Name PO Date	Description	Amount
					Check Total	50.17
	00017614	11/13/2020	VILLAGEE		Village Of Elm Creek	
	103120	10/31/2020		11/12/2020	2 MONTHS	1,740.40
					Check Total	1,740.40
	00017615	11/13/2020	VILLAGEU		VILLAGE UNIFORM	
	OCT INVOICES	10/25/2020		11/12/2020	RAGS ETC	20.00
					Check Total	20.00
	00017616	11/13/2020	VOLUMEK		VOLUMEKASES	
	3048	10/07/2020		11/12/2020	CASES, SHOULD STRAPS	4,467.00
					Check Total	4,467.00
	00017617	11/13/2020	WELLSF		WELLS FARGO BUSINESS CARD	
	102720	10/27/2020		11/12/2020	TEACHERSPAYTEACHERS	208.74
					Check Total	208.74
	00017618	11/13/2020	WEXBANK		WEX BANK	
	68397243	10/31/2020		11/12/2020	FUEL	1,480.87
					Check Total	1,480.87
	00017619	11/13/2020	WOODWARDS		WOODWARDS DISPOSAL SERVICE	
	NO8957-830	10/26/2020		11/12/2020	DOC DESTRUCTION	25.00
					Check Total	25.00
01 - GENERAL FUND Totals:						75,139.50
Total of Checks Printed:						75,139.50
Report Total:						75,139.50

To: Dr. Schroder and ECPS staff,
Please accept this text as a letter of resignation from my position of a
Title 1 and head golf coach with the Elm Creek Public Schools.
Thank you for your assistance in this matter. I appreciate everything and
everyone from the EC School and community.

Sincerely,

Mitch Muma

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR November 16, 2020

GENERAL FUND - ACCT NO. 137766 (RECONCILED)

BANK BALANCE OCTOBER 1, 2020	\$	792,770.51
RECEIPTS		
BUFFALO COUNTY - TAXES	\$	142,765.37
Dawson County	\$	9,259.99
ESU #10	\$	-
PHELPS COUNTY - TAXES	\$	-
STATE AID	\$	45,973.00
TOTAL RECEIPTS	\$	197,998.36
AVAILABLE BALANCE	\$	990,768.87
DISBURSEMENTS:		
Bills Paid OCTOBER 14, 2020	\$	59,861.92
KSB LAW	\$	439.00
VOID CHECK #17527 (GLASS DOCTOR)	\$	(1,167.68)
Payroll	\$	333,230.01
TOTAL DISBURSEMENTS	\$	392,363.25
BOOK BALANCE OCTOBER 31, 2020	\$	598,405.62

DEPRECIATION FUND - ACCT NO 14832 (Reconciled)

Balance OCTOBER 1, 2020	\$	65,435.32
Expenses	\$	-
INTEREST	\$	-
BOOK BALANCE OCTOBER 31, 2020	\$	65,435.32

CERTIFICATES OF DEPOSIT THRU OCTOBER 31, 2020

#6692	Bus Depreciation	\$	12,179.44
#6233	Track Maintenance - Issued 8/31/09	\$	17,149.19
#6013	Track Maintenance	\$	58,179.99
#2232	Unemployment	\$	11,309.19
#6482	Track Maintenance - Issued 8/31/2011	\$	10,502.13
CERTIFICATE TOTALS		\$	109,319.94

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR November 16, 2020

BUILDING FUND (Reconciled)

Balance OCTOBER 1, 2020	\$	66,790.29
BUFFALO COUNTY	\$	3,593.63
DAWSON COUNTY	\$	235.49
Phelps County (Outstanding)	\$	-
INTEREST	\$	2.83
BALANCE OCTOBER 31, 2020	\$	<u>70,622.24</u>

BOND FUND (OPENED 11-12-09)

(Reconciled)

Balance OCTOBER 1, 2020	\$	595,354.35
RECEIPTS- BUFFALO	\$	20,654.70
RECEIPTS - DAWSON COUNTY	\$	1,353.52
RECEIPTS - PHELPS COUNTY	\$	-
BALANCE OCTOBER 31, 2020	\$	<u>617,362.57</u>

SAM/DUNS ACCOUNT (REAP-1173)

(Reconciled)

Balance OCTOBER 1, 2020	\$	10,193.40
DISBURSEMENTS	\$	-
BALANCE OCTOBER 31, 2020	\$	<u>10,193.40</u>

ELM CREEK SCHOOL BOARD TREASURER'S REPORTS
FOR November 16, 2020

LUNCH FUND (Reconciled)

<u>BANK BALANCE OCTOBER 1, 2020</u>	\$	12,141.36
<u>BOOK BALANCE OCTOBER 1, 2020</u>	\$	(4,420.71)

RECEIPTS

LUNCH SALES	\$	-
EFUND PAYMENTS	\$	25.00
Federal Reimbursement Breakfast	\$	-
Federal Reimbursement Lunch	\$	-
State Reimbursement Lunch	\$	-
State Reimbursement Breakfast	\$	-
SFP RECEIPTS (ADMIN)	\$	3,059.71
SFP RECEIPTS (OPERATING)	\$	29,462.96
TRANSFERS FROM GENERAL ACCT	\$	-
TOTAL RECEIPTS	\$	<u>32,547.67</u>
AVAILABLE BALANCE	\$	28,126.96

DISBURSEMENTS

Food/Groceries/Milk Etc.	\$	7,509.88
Supplies	\$	1,051.20
October Payroll	\$	<u>8,517.50</u>
TOTAL DISBURSEMENTS	\$	17,078.58
BALANCE OCTOBER 31, 2020	\$	11,048.38

November Bills

CASHWA	\$	8,028.23
FOSTERS	\$	120.81
HILAND (MILK)	\$	-
US FOODS (THOMPSON)	\$	1,154.57
VILLAGE UNIFORM (TOWELS ETC)	\$	-
	\$	<u>9,303.61</u>

Architect Selection - rank 1 - 3 (1 = 1st choice, 2 = 2nd choice, 3 = 3rd choice)

	BVH - Lincoln	Wilkins - kearney	CMBA - Grand Island
Chemistry - candidates relationship, confort level, ability to collaborate			
Organization and Resources - candidates ability to provide resources, design, and implementation of project			
Finances			
Design - as we toured buildings and viewed pictures of work was there a good fit for our project			
Total Score			

INTERLOCAL AGREEMENT

VILLAGE OF ELM CREEK – ELM CREEK PUBLIC SCHOOLS

RE: AGREEMENT FOR SNOW REMOVAL AND CUSTODIAL SERVICES

This Agreement, made and entered into between the Village of Elm Creek, Nebraska, hereinafter called "Village", and Elm Creek Public Schools, hereinafter called "School".

WITNESSETH:

1. The Village has a maintenance department that provides snow removal for parking lots. The Village also maintains part time custodial services; approximately 3 hours per week.
2. The School currently bids out snow removal for its parking lot and on street parking spaces.
3. Elm Creek Schools is desirous of entering into an Agreement to establish a partnership for snow removal and custodial service to eliminate duplication of services and provide for a more economically efficient system.
4. The Village is desirous of entering into an Agreement to partner with the School to provide snow removal for parking lots in and around the school and for part time custodial services.

NOW, THEREFORE, the parties of the Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The School will provide 3 hours a week of custodial services not to exceed a total yearly cost of \$2,5000 for a period of twelve (12) months beginning January 1, 2021. The Agreement will continue, subject to negotiations between the Village and the School for the subsequent time periods, provided that all said negotiations for the extended term shall be concluded at least thirty (30) days prior to the expiration date of this Agreement. The Village will provide snow removal for all off street and on street parking areas when a trigger depth of ½ inch is reached in any given snowfall. The piled snow will be removed in a timely manner not to exceed 24 hours after initial snow removal. The overall price of snow removal should not exceed a value of \$2,500 within a 12 month period.
2. In the event that the parties fail to agree to a negotiated price for the additional term subsequent to the initial Agreement, the Agreement will remain in effect under the terms and conditions of the last negotiated Agreement, subject to the following exception:

3. This Agreement may be altered or terminated at any time upon filing of written notice by either party, Village or School, thirty (30) days prior to the effective termination date. Notice of Cancellation may be served by regular mail upon either the Municipal Administrator as representative of the Village or upon the District Superintendent as representative of the School.

4. The School shall be responsible for hiring sufficient staff to carry out the custodial duties for the Village.

5. The Village shall be responsible for hiring the sufficient staff to carry out the snow removal on and around the School.

6. This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by other party or agent of either party that is not continued in the written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

7. This Agreement shall inure to the benefit and be binding upon to the heirs, executors, administrators, assignees and successors of the respective parties. If services were to reach the agreed upon cap of \$2,500, additional services may be rendered, with the agreement of both parties for a set rate of \$18 per hour for custodial services and \$102 per hour for snow removal".

Dated this ___ day of _____, 2020.

ATTEST:

BOARD OF TRUSTEES
VILLAGE OF ELM CREEK, NEBRASKA

Suzanne Brodine, Municipal Administrator

Tanner Tool, Chairperson

Dated this ___ day of _____, 2029.

ATTEST:

ELM CREEK PUBLIC SCHOOLS

Bret Schroder, District Superintendent

JC Ourada, Board President

Do you want to add something in regarding services in excess of the \$2500 cap? Such as "additional services may be rendered, with the agreement of both parties for a set rate of \$\$ per hour for custodial services and \$\$ for snow removal". This might cover us in case we have a crazy snow season or the Village needs one-time cleaning services (as long as the school agrees that their staff has time to provide those services).

3057 Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

3. Discrimination Not Involving Sexual Harassment.

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

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

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

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

4. Response to Sexual Harassment

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

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

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

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

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

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

5.1. **General Requirements.**

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

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

5.2. **Notice of Allegations.**

- 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
- 5.2.1.1. A copy of this policy.
 - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

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

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

5.3. **Dismissal of Formal Complaint.**

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.

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

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

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

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

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

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

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

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

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

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding

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

- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

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

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

5.6. Exchange of Written Questions. After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. Determination Regarding Responsibility

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

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

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

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

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

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

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

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

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that

reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

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

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

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

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

- 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. Recordkeeping.

- 5.10.1. The district will maintain for a period of seven years records of:
 - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.10.1.2. Any appeal and the result therefrom;
 - 5.10.1.3. Any informal resolution and the result therefrom; and
 - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures

designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances.**

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

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

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

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

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

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

district's obligations under this policy shall be deemed to be fulfilled and discharged.