

Board of Education Regular Meeting
Monday, August 17, 2020 6:00 PM
Ashland-Greenwood Middle/High School
Conference, 1842 Furnas Street, Ashland, NE
68003
1842 Furnas Street
Ashland, NE 68003

1. Call to Order. Roll Call.
2. Acknowledge of Open Meetings Law posting.
3. Pledge of Allegiance.
4. Recognition of public participation
5. Visitors and Communication from the public.
6. Approval of changes in the mailed agenda and/or changes in the agenda order.
7. Approval of Consent Agenda Items.
 1. Approval of Minutes of previous meetings
 2. Acceptance of Financial Reports
 3. Action on Claims
 4. Approval of Contracts
 5. Motion to excuse /approve the absence of board member(s)
8. Old Business
9. New Business
 1. Discussion and action to approve 2020-21 Substitute Teacher List. (Attached)
 2. Discussion and action to approve Carrie Holz as School District Treasurer for 2020-21.
 3. Discussion and action to approve policy updates. (Attached)

4. Discussion and action to approve transfer of funds from the General Fund to the Activities Fund.
5. Discussion and action related to a resolution calling an election in Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the state of Nebraska; and related matters. (Attached)
 1. Amended Resolution
6. Certified and non-certified staff resignations.
10. Informational Items
11. Call for Next Meeting
 1. The next meeting is set for Tuesday, September 8th, at 6:00 p.m. This meeting will be a Special Hearing related to the 2020-21 Budget followed by a Tax Request Hearing. All meetings are held in Ashland-Greenwood Middle/High School, Conference Room at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.
12. Adjournment.
 1. Board of Education Information:

BOARD OF EDUCATION MEETING INFORMATION:

The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.

COPY OF OPEN MEETINGS ACT: *The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to*

members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

REQUEST FOR CLOSED SESSIONS:

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.

**Ashland-Greenwood Public Schools
Board of Education Regular Meeting Minutes
Monday, July 20, 2020**

Opening

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on Monday, July 20, 2020

Attendance

The roll was called and the following Board members were present:

Eric Beranek:	Present
Ally Miller:	Absent
David Nygren:	Present
Suzanne Sapp:	Present
Karen Stille:	Present
Russ Westerhold:	Present

Notice

Notice of the meeting was posted in advance in the Superintendent's Office, 1842 Furnas Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

1. Call to Order. Roll Call.

A regular meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at immediately following the public hearing on 20th of July, 2020 by President Nygren.

Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE Bank of Ashland 2433 Silver Street, Ashland, NE.

2. Acknowledge of Open Meetings Law posting.

President Nygren announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

3. Recognition of public participation

There was no public participation.

4. Visitors and Communication from the public.

There were no visitors and communication from the public.

5. Approval of changes in the mailed agenda and/or changes in the agenda order.

No changes to the mailed agenda.

6. Approval of Consent Agenda Items.

Motion to approve the consent agenda including previous board meeting minutes, current monthly financial statements for all accounts and current monthly claims for all accounts and the absence of board member. No contracts were presented., made by Karen Stille and seconded by Russ Westerhold, Passed.

Suzanne Sapp: Abstain (With Conflict), Eric Beranek: Yea, David Nygren: Yea, Karen Stille: Yea, Russ Westerhold: Yea

6.1. Approval of Minutes of previous meetings

6.2. Acceptance of Financial Reports

6.3. Action on Claims

6.4. Approval of Contracts

6.5. Motion to excuse /approve the absence of board member(s)

Ally Miller was absent.

7. Old Business

8. New Business

8.1. Discussion and action to approve 2020-21 staff handbooks. (Attached)

Approval of 2020-21 staff handbooks, made by Russ Westerhold and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

Mr. Libal spoke to the board about 2020-21 staff handbook updates. Minimal changes to the staff handbooks. Mr Libal advised the board that a statement will be added to the of handbook denoting that due to the Coronavirus that rules and policies may be amended due to changes in law or policy.

8.2. Discussion and action to approve 2020-21 Student/Parent Handbooks. (Attached)
Approval of 2020-21 Student/Parent Handbooks, made by Eric Beranek and seconded by Karen Stille, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

Farily minimal revision. Change to attendance and the adding

8.3. Report on Ashland-Greenwood census. (Attached)

Mr. Libal provided the board with the updated 2020 student census including census history dating back to 2007. Students 0 to 18 years old. Discussion was held. We do have Homeschool students in District approximately 30. Option out students are about 40-45 students.

8.4. Discussion and action to approve substitute teaching rates.
Approval of proposed 2020-21 substitute teacher rates, made by Karen Stille and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

2020-21 substitute teacher rates will remain the same as 2019-20. \$135/daily, \$155 after 10 consecutive days, \$190 after 30 days.

8.5. Certified and non-certified staff resignations.

8.6. Motion to go into closed session to address our future facility and property needs in order to protect the property owners

Approval to enter closed session at 6:50 p.m. with respect address our future facility and property owner clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law, made by Russ Westerhold and seconded by Karen Stille, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

8.7. Reconvene.

Motion to reconvene at 7:50 p.m., made by Russ Westerhold and seconded by Suzanne Sapp, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

9. Informational Items

Mr. Libal reported to the board on the work the Administrative Team together with committees regarding the reopening of school. A letter was sent outlining the current reopening plan. The District is following the guidance of Three Rivers Health Dept and legal counsel. Discussion was held. Mr. Libal will continue to keep the board informed.

10. Call for Next Meeting

10.1. The next meeting is set for Monday, August 17th, 2020 at 6:00 p.m.. All meetings are held in Ashland-Greenwood Middle/High School, Media Center at 1842 Furnas Street, Ashland, NE 68003. Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. All meetings are open to the public. An agenda for the meeting shall be kept continuously current in the Office of the District Office at 1842 Furnas St., Ashland, NE 68003.

11. Adjournment.

Motion to adjourn the meeting at 7:52 p.m., made by Suzanne Sapp and seconded by Eric Beranek, Passed.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea, Russ Westerhold: Yea

11.1. Board of Education Information:

BOARD OF EDUCATION MEETING INFORMATION:

The Ashland-Greenwood Public Schools Board of Education is empowered to act on any item listed on the agenda at any time during the meeting, irrespective of the time or order listed. Pages listed, or further detail, are available upon request. The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Ashland-Greenwood Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.

COPY OF OPEN MEETINGS ACT: *The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.*

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

REQUEST FOR CLOSED SESSIONS:

The Ashland-Greenwood Public Schools is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; b) discussion regarding deployment of security personnel or devices; c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and e) legal advice.

**Ashland-Greenwood Public Schools
July Public Hearing Minutes
Monday, July 20, 2020**

Opening

A meeting of the Board of Education of the Ashland-Greenwood Public Schools was convened open and public session on Monday, July 20, 2020

Attendance

The roll was called and the following Board members were present:

Eric Beranek:	Present
Ally Miller:	Absent
David Nygren:	Present
Suzanne Sapp:	Present
Karen Stille:	Present
Russ Westerhold:	Absent

Notice

Notice of the meeting was posted in advance in the Superintendent's Office, 1842 Furnas Street, Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE and Bank of Ashland, 2433 Silver St., Ashland, NE. Notice of this meeting was given in advance to all members of the Board of Education. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the public.

A brief summary of board proceedings and list of claims will be published in the Ashland Gazette.

1. Call to Order. Roll Call

Public Hearing was held by the Board of Education of the Ashland-Greenwood Public Schools was convened in open and public session at 6:00 p.m. on 20th day of July, 2020 by President Nygren.

Notice of the meetings are posted in advance in the District Office, 1842 Furnas St., Ashland, NE, Farmers & Merchants Bank, 1501 Silver St., Ashland, NE Bank of Ashland 2433 Silver Street, Ashland, NE.

2. Acknowledge of Open Meetings Law posting

President Nygren announced and informed the public of the current copy of the Open Meetings Act in the meeting room.

3. Pledge of Allegiance

All stood and recited the Pledge of Allegiance.

4. Public Hearing on Parental Involvement Policy 5018 and review of Title I Parental involvement policy 5057. (Attached)

Approval to reaffirm 5018 Passed with a motion by Suzanne Sapp and a second by Eric Beranek.
Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea

A public hearing was held to consider, review and receive input on the Parental Involvement Policy 5018 and consider, review and receive input of Title I parental involvement policy 5057. No public input was received.

5. Public Hearing on Student Fee Policy 5045. (Attached)

A public hearing was held to review student fee policies and discuss, consider and receive input on a proposed student fees policy. No changes to the proposed student fees from the previous year. No public input was received.

6. Board review of Bullying Policy 5054. (Attached)

Review Bullying policy 5054. No public input received. Discussion was held.

7. Board review of Attendance and Excessive Absenteeism 5001. (Attached)

Review of Attendance Policy 5001, discussion held. No public input received.

8. Board to receive update related to policy 6020 - Multicultural Education. (Attached)

Jill Finkey provided an update and review on Multicultural Education per policy 6020. Discussion held.

9. Board review of policy 2007 - Reimbursement and Miscellaneous Expenditures. (Attached)

Annual review of Policy 2007 - Reimbursement and Miscellaneous Expenditures.

10. Board "repass" of policy 2008 - Meetings. (Attached)

Approval to repass policy 2008 Passed with a motion by Eric Beranek and a second by Karen Stille.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea

Policy 2008 relates to special board meetings. Legal counsel repass

11. Adjournment

Approval to adjourn public hearing at 6:13 p.m. Passed with a motion by Suzanne Sapp and a second by Karen Stille.

Eric Beranek: Yea, David Nygren: Yea, Suzanne Sapp: Yea, Karen Stille: Yea

GENERAL FUND

Beginning Balance \$ 5,629,610.26

RECEIPTS

7/2/20	Cass County Property Taxes	\$ 18,625.26		
7/7/20	GMS Title I	\$ 45,970.00		
7/8/20	Saunders Co Fines	\$ 1,981.04		
7/8/20	Saunders Co Interest	\$ 128.22		
7/8/20	Saunders Co MV	\$ 52,840.43		
7/8/20	Saunders Co Property Tax	\$ 19,708.37		
7/8/20	Saunders Co Pro Rate MV	\$ 2,596.64		
7/8/20	Saunders Co Property Tax Credit	\$ 9.11		
7/8/20	Saunders Co Other county	\$ 28.96		
7/10/20	Sarpy County MV Prorate	\$ 3.28		
7/16/20	Cass County MV	\$ 20,711.26		
7/16/20	Cass County Revenue Interes	\$ 464.55		
7/16/20	Cass County Property Taxes	\$ 15,034.90		
7/16/20	Cass County Fines	\$ 796.06		
7/16/20	Cass County Homestead	\$ 5,158.87		
7/16/20	Cass County Pro Rate MV	\$ 1,044.04		
7/20/20	Saunders Co Property Tax	\$ 80,558.89		
7/20/20	Saunders Co Interest	\$ 907.23		
7/27/20	GMS IDEA	\$ 71,666.00		
7/31/20	F & M Interest	\$ 472.09		
7/31/20	NLAF Interest	\$ 35.77		
7/30/20	F & M CD Interest	\$ 1,189.27		
			\$ 339,930.24	\$ 5,969,540.50

DISBURSEMENTS

July Claims	\$ 913,857.12
Refunds/Rebates/Sub Reimbursement	\$ (13.84)

Total \$ 913,843.28 \$ 5,055,697.22
 ENDING BALANCE \$ 5,055,697.22

RECONCILIATION

NLAF Liquid Balance	\$ 1,554,490.33	
Plus F& M Bank Balance	\$ 2,167,250.19	
Plus General Fund Investments	\$ 1,442,811.12	
Less: Outstanding Claims	\$ 108,854.42	
Reconciled Balance	\$ 5,055,697.22	\$ 5,055,697.22

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

July, 2020

ADMINISTRATIVE OPERATIONS ACCOUNT

Beginning Balance \$ 2,894.89

RECEIPTS

7/9/2020	voided check from March 10 District Music	\$ 490.00			
	Total	<u>490.00</u>	\$ 490.00	\$	3,384.89

DISBURSEMENTS

7/8/20	Saunders Co Treasurer; license new bus	\$ 16.00			
	Total	<u>16.00</u>	\$16.00	\$	3,368.89

Ending Balance \$ 3,368.89

RECONCILIATION

Bank Balance	\$ 3,368.89				
Less: Claims Outstanding	\$ -				
	<u>3,368.89</u>				
Reconciled Balance	\$ 3,368.89			\$	<u>3,368.89</u>

PAYROLL ACCOUNT

Beginning Balance \$ 15,118.06

RECEIPTS

General Fund	\$ 567,096.77				
Hot Lunch	\$ 6,647.34				
Employee Prems					
FM National Bank: Interest	\$ 6.70				
	<u>6.70</u>				
Total		\$ 573,750.81	\$		588,868.87

DISBURSEMENTS

Net Payroll	\$ 345,840.73				
Retirement	\$ 94,427.11				
State Tax Withholdings	\$ 18,540.73				
Federal/FICA Taxes	\$ 114,935.54				
Retiree Life Insurance Mo. Premium	\$ 123.00				
Retiree Eye Insurance Mo Premium	\$ 37.74				
	<u>37.74</u>				
Total		\$ 573,904.85	\$		14,964.02

Ending Balance \$ 14,964.02

RECONCILIATION

Bank Balance	\$ 14,964.02				
Outstanding Checks	\$ -				
	<u>-</u>				
Reconciled Balance	\$ 14,964.02			\$	<u>14,964.02</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT
EMPLOYEE BENEFIT (SECTION 125) ACCOUNT

July, 2020

Beginning Balance			\$	38,250.57
<u>RECEIPTS</u>				
Employee Payroll Deposit	\$	10,275.32		
Bank of Ashland: Interest	\$	3.26		
Total			\$	10,278.58
			\$	48,529.15
<u>DISBURSEMENTS</u>				
Employee Benefits	\$	1,351.60		
Employee Benefits	\$	1,317.52		
Employee Benefits	\$	1,834.59		
Employee Benefits	\$	1,590.14		
Employee Benefits	\$	675.03		
Total			\$	6,768.88
			\$	41,760.27
Ending Balance			\$	<u>41,760.27</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	41,760.27		
Reconciled Balance	\$	<u>41,760.27</u>		<u>\$ 41,760.27</u>

SPECIAL BUILDING ACCOUNT

Beginning Balance			\$	3,134,989.08
<u>RECEIPTS</u>				
Cass County	\$	5,815.49		
Sarpy County	\$	0.48		
Saunders County	\$	15,190.91		
NLAF Interest	\$	17.52		
F & M Interest	\$	520.32		
Total			\$	21,544.72
			\$	3,156,533.80
<u>DISBURSEMENTS</u>				
Total			\$0.00	\$ 3,156,533.80
Ending Balance			\$	<u>3,156,533.80</u>
<u>RECONCILIATION</u>				
F&M Bank Balance	\$	1,761,020.54		
NLAF #9300590 Balance	\$	907,513.26		
Plus Special Building Investments	\$	488,000.00		
Reconciled Balance	\$	<u>3,156,533.80</u>		<u>\$ 3,156,533.80</u>

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT
QUALIFIED CAPITAL PURPOSE FUND

July, 2020

Beginning Balance \$ 69,621.56

RECEIPTS

Interest \$ 5.91

Total \$ 5.91 \$ 69,627.47

DISBURSEMENTS

Total \$ -

Ending Balance \$ 69,627.47

RECONCILIATION

Bank Balance \$ 69,627.47

Less: Outstanding Claims \$ -

Reconciled Balance \$ 69,627.47 \$ 69,627.47

DEPRECIATION FUND

Beginning Balance \$ 1,763,571.91

RECEIPTS

F&M National Bank, Interest \$ 35.25

NLAF Interest \$ 20.86

Total \$ 56.11 \$ 1,763,628.02

DISBURSEMENTS

1028 MMC Mechanical Contractor Inc Elem HVAC Replaceme \$ 239,844.20

1029 Midwest Floor Covering; Replacement Kitchen Floor \$ 18,467.00

Total \$ 258,311.20 \$ 1,505,316.82

Ending Balance \$ 1,505,316.82

RECONCILIATION

F & M Bank Balance \$ 198,484.10

NLAF Balance \$ 1,080,299.72

Plus Depreciation Investments \$ 245,000.00

Less: Outstanding Claims \$ 18,467.00

\$ 1,505,316.82

Reconciled Balance \$ 1,505,316.82 \$ 1,505,316.82

ASHLAND-GREENWOOD PUBLIC SCHOOLS FINANCIAL STATEMENT

July, 2020

STUDENT FEE FUND

Beginning Balance			\$	6,136.98
<u>RECEIPTS</u>				
Cap and Gown Fees				
Student Fees	\$	200.00		
College Drop Fee				
Interest Bank of Ashland	\$	0.54		
Total			\$	200.54
			\$	6,337.52
<u>DISBURSEMENTS</u>				
Total			\$	-
Ending Balance			\$	<u>6,337.52</u>
<u>RECONCILIATION</u>				
Bank Balance	\$	6,337.52		
Claims Outstanding	\$	-		
Misdirected Deposit				
Reconciled Balance	\$	<u>6,337.52</u>		\$ <u>6,337.52</u>

HOT LUNCH ACCOUNT

		Beginning Balance		\$	12,200.46
<u>RECEIPTS</u>					
Student and Staff Deposits	\$	-			
Online Student Deposits	\$	784.36			
Federal Reimbursement	\$	29,013.52			
State Reimbursement					
F&M National Bank: Interest	\$	1.03			
Vending Payment					
Total			\$	29,798.91	\$ 41,999.37
<u>DISBURSEMENTS</u>					
Wages & Benefits	\$	7,226.24			
Food/ Supplies/ Contracted Services	\$	12,307.62			
Rebate/ Food Payment		-2480			
Total			\$	17,053.86	\$ 24,945.51
Ending Balance					\$ <u>24,945.51</u>
<u>RECONCILIATION</u>					
Bank Balance	\$	28,250.59			
Claims Outstanding	\$	3,305.08			
	\$	<u>24,945.51</u>			
Receipts Outstanding					
Reconciled Balance	\$	<u>24,945.51</u>			\$ <u>24,945.51</u>
Student and Staff Deposits Held on Account - End of Month			\$	26,645.45	

INVESTMENTS

Date Bought	Security Description	Rate	Investment
General Fund Investments			
1/30/2015	Farmers & Merchants Bank, Ashland	0.550%	\$ 868,486.41
10/22/2017	Bank of Ashland, Ashland	0.850%	\$ 106,324.71
11/8/2018	Franklin Synergy TN	3.200%	\$ 234,000.00
11/8/2018	Farmers & Merchants Union Bank, WI	3.200%	\$ 234,000.00
Total Investments			<u><u>\$ 1,442,811.12</u></u>

Depreaction Fund Investments

12/18/2019	First National Bank of McGregor TX	1.800%	\$ 245,000.00
------------	------------------------------------	--------	---------------

Special Building Fund Investments

10/11/2019	Cfg Community Bank, MD	2.050%	\$ 244,000.00
10/11/2019	First Capital bank, TN	2.050%	\$ 244,000.00
			<u><u>\$ 488,000.00</u></u>

LOCAL BANK SECURITIES PLEDGE TO SCHOOL DISTRICT DEPOSITS & FDIC INSURANCE ON DEPOSITS

BANK OF ASHLAND

FDIC INSURANCE	\$ 250,000.00
----------------	---------------

Total Secured	<u><u>\$ 250,000.00</u></u>
---------------	-----------------------------

FARMERS AND MERCHANTS BANK

FDIC INSURANCE	\$ 250,000.00
----------------	---------------

Pledged Safekeeping Security

Various pledged amounts at Agencies, Municipals, SBA, CD's etc, monitored by: Farmers Merchant Bank	Total Face Value	Actual Value
		\$ 3,000,000.00

Total Secured	<u><u>\$ 3,250,000.00</u></u>
---------------	-------------------------------

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Jul-2020

				Beginning Balance		\$ 70,022.14
Date	Check #	Payee	Description	Receipt	Disbursed	Balance
ATHLETICS						\$ 6,584.05
7/2/20		Platteview HS	C1-2 Sub VB	\$ 145.05		
7/2/20	014901	BSN	Athletic Supplies		\$ 1,215.02	
7/2/20	014902	Nebraska Sports	Softball, volleyball		\$ 1,177.43	
7/2/20	014903	Pro Tuff Decals	Helmet Decals		\$ 306.50	
7/15/20	014905	Awards	Awards		\$ 75.80	
TOTALS				\$145.05	\$ 2,774.75	\$ 3,954.35
ALUMNI Projects						\$ 2,993.79
TOTALS				\$ -	\$ -	\$ 2,993.79
BAND						\$ 788.41
TOTALS				\$0.00	\$ -	\$ 788.41
BLUE TEAM						\$ 242.80
TOTALS				\$ -	\$ -	\$ 242.80
DRAMA						\$ 2,197.18
TOTALS				\$0.00	\$ -	\$ 2,197.18
ELM BOOK FAIR						\$ 812.64
TOTALS				\$ -	\$ -	\$ 812.64
ELM STAFF						\$ 1,258.45
TOTALS				\$0.00	\$ -	\$ 1,258.45
ELM STUDENT COUNCIL						\$ 7,387.37
7/1/20		Patron	Memory book sales	\$ 28.00		
7/2/20		Patron	Memory book sales	\$ 7.00		
7/7/20		Patron	Memory book sales	\$ 14.00		
TOTALS				\$49.00	\$ -	\$ 7,436.37
FBLA						\$ 3,303.81
7/15/20	014906	Tammy Kuhnsman	SCL Refund		\$ 100.00	
TOTALS				\$ -	\$ 100.00	\$ 3,203.81

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Jul-2020

FFA							\$	20,381.49
7/2/20	014904	UNL	FFA Fees			\$	150.00	
7/29/20		Jada Scott Photography	Donation	\$	100.00			
TOTALS				\$	100.00	\$	150.00	\$ 20,331.49
HONOR SOCIETY							\$	743.56
TOTALS				\$0.00	\$	-	\$	743.56
HS STUDENT COUNCIL							\$	1,314.68
TOTALS				\$0.00	\$	-	\$	1,314.68
MS/HS STAFF							\$	2,344.94
TOTALS				\$0.00	\$	-	\$	2,344.94
MS STUDENT COUNCIL							\$	2,417.67
TOTALS				\$0.00	\$	-	\$	2,417.67
PROM ACCOUNT							\$	4,102.78
				\$0.00	\$	-	\$	4,102.78
SCHOOL STORE							\$	186.10
TOTALS				\$	-	\$	-	\$ 186.10
SENIORS							\$	400.20
TOTALS				\$	-	\$	-	\$ 400.20
SKILLS USA (formerly SHOP)							\$	2,298.37
7/21/20		Patron	chairs	\$	120.00			
TOTALS				\$120.00		\$0.00	\$	2,418.37
SPANISH CLUB							\$	244.11
TOTALS				\$	-	\$	-	\$ 244.11
SPIRIT SQUAD							\$	2,237.30
7/21/20		Ashland-Greenwood	Bus washing	\$	600.00			
TOTALS				\$600.00	\$	-	\$	2,837.30
SPEECH							\$	328.24
TOTALS				\$	-	\$	-	\$ 328.24
TALENTED/GIFTED ACTIVITES							\$	133.23
TOTALS				\$	-	\$	-	\$ 133.23

**FINANCIAL STATEMENT
ACTIVITY FUND**

FOR MONTH ENDING Jul-2020

VOCAL MUSIC							\$	3,137.15		
7/15/20	014907	VISA	Musical Music		\$	980.00				
TOTALS					\$0.00	\$	980.00	\$	2,157.15	
YEARBOOK/ANNUAL								\$	(1,460.45)	
7/27/20		Your Cause	Donation	\$	70.00					
TOTALS					\$70.00		\$0.00	\$	(1,390.45)	
INTEREST								\$	5,644.27	
7/31/2020		Bank of Ashland	Interest	\$	5.88					
TOTALS					\$	5.88	\$	-	\$	5,650.15
ACTIVITY FUND TOTALS ALL ACCOUNTS					\$	1,089.93	\$	4,004.75	\$	67,107.32

Ending Balance	\$	67,107.32
Plus: Outstanding Checks	\$	712.00
Less: Outstanding Receipts		

Equals: Bank Balance			\$	67,819.32
-----------------------------	--	--	----	-----------

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****8/17/2020**

Check No.	Vendor	Amount	Description
04308	Jacqueline Fudge	\$ 1,294.00	BTS Supplies *
040309	AG Payroll Account	\$ 334,084.67	August Net Payroll
040310	BANK OF ASHLAND	\$ 9,950.32	Payroll Section 125 Deduct
040311	Blue Cross Blue Shield of NE	\$ 126,397.33	Payroll Health & Dental Ins
040312	Madison National Life	\$ 1,377.05	Payroll LTD Insurance Prem
040313	Madison National Life	\$ 913.02	Payroll Employee Life Prem
040314	AG Payroll Account	\$ 17,592.69	Payroll State Tax Wthhldg
040315	AG Payroll Account	\$ 110,775.31	Payroll Federal Tax Wthhldg
040316	Retirement	\$ 96,286.12	Payroll Retirement Wthhldg
040317	TSA Consulting Group Inc	\$ 2,875.00	Payroll Annuity Deduction
040318	Vision Service Plan	\$ 1,179.99	Payroll Employee Vision Prem
040319	Accurate Locksmiths	\$ 63.00	Building Maintenance
040320	Agile Sports Technologies	\$ 1,999.00	Concussion Testing
040321	Ashland Disposal Service	\$ 1,237.66	Garbage services
040322	AT & T Mobility	\$ 180.97	District Telecommunications
040323	C & L Hardware	\$ 37.97	Maintenance
040324	Capital Business Systems, Inc.	\$ 10,123.55	New Printer
040325	City Of Ashland	\$ 3,697.25	District Sewer and Water
040326	Council Bluffs WinSupply Co	\$ 1,507.08	Hand wash HS Restroom
040327	Cornhusker State Industries	\$ 2,136.00	Furniture
040328	Delta Electric	\$ 4,904.82	Maintenance
040329	Diversified Drug Testing	\$ 114.00	Employment Screening
040330	Egan Supply Co.	\$ 3,360.08	Custodial Supplies
040331	Esu #10	\$ 526.78	SPED HS Services
040332	Esu #3	\$ 75.00	Speech Therapy In-Service
040333	ESU 5	\$ 8,600.00	Educational Supplies
040334	Firespring Inc.	\$ 381.19	Elem-Student-Parent Handbooks
040335	Gilmore & Bell, A Professional Corp	\$ 2,200.00	District Legal Services
040336	GovConnection Inc.	\$ 15,293.72	instr.tech Hardware/Software
040337	Greenwood/Midwest Farmers Cool	\$ 105.00	Grounds
040338	HARRIS	\$ 765.78	Attendance Enterprise
040339	HMH Pub DBA Holt, Rinehart Winst	\$ 23,426.19	HS intstructional books
040340	Innovative Laboratory Systems	\$ 6,530.00	Computer lab cabinets
040341	Interstate-All Battery Center	\$ 442.00	Maintenance
040342	John Wiley & Sons, Inc	\$ 4,433.96	HS intstructional books
040343	Nebraska Sports	\$ 5,721.81	FB helmets
040344	KSB School Law, PC LLO	\$ 300.00	District Legal Services
040345	Lampe's Clean Air Specialists	\$ 254.64	Building Maintenance
040346	Literacy Resources, LLC	\$ 259.17	Elem. SPED Books/Curriculum
040347	Matheson Tri-Gas, Inc/Linweld	\$ 22.04	Student Instruction
040348	Meininger Fire Protection Inc	\$ 450.00	Custodial Services
040349	Menard Inc	\$ 984.65	Maintenance

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****8/17/2020**

Check No.	Vendor	Amount	Description
040350	Metal Doors And Hardware	\$ 431.00	Maintenance
040351	NASB Alicap	\$ 122,973.50	WrkComp, Property Liability In
040352	NASCO (Aristotle Corporation)	\$ 676.80	Instructional Supplies
040353	Nebraska Council of School Admini:	\$ 600.00	Virtual Admin Days
040354	Nebraska ASCD	\$ 40.00	Curr. Supervision Dues
040355	Nebraska Scientific	\$ 72.72	Instructional Supplies
040356	O'Keefe Elevator Co.	\$ 395.00	District Maintenance
040357	One Source, Inc	\$ 26.00	Background Checks
040358	Quill Corp	\$ 205.37	District Office Supplies
040359	rSchool Today	\$ 713.75	On line calendar
040360	Saunders Medical Center	\$ 120.00	District Transportation
040361	Savvas Learning Company	\$ 139,732.53	K-5 Reg. Instruction Books
040362	Schmitt Music Center	\$ 2,382.00	Band Equipment
040363	Scholastic Inc.	\$ 222.69	HS SPED supplies life skill
040364	Scholastic Magazines	\$ 247.23	Periodicals for instruction
040365	School Datebooks	\$ 3,366.91	MSHS student planner
040366	School Specialty Inc	\$ 581.99	Educational Supplies
040367	Symmetry Energy Solutions	\$ 3,338.08	District Energy
040368	TEACHING STRATEGIES, LLC	\$ 597.50	Preschool - TSG Assessment Po
040369	Anthony Petersen	\$ 70.00	District Pest Control
040370	University Of NE at Kearney	\$ 450.00	Transportation: Dues & Fees
040371	United States Postal Service - POC	\$ 750.00	District Postage
040372	Virco Mfg. Corporation	\$ 41,249.92	MSHS equipment and furniture
040373	Voyager Fleet Systems, Inc.	\$ 239.18	District Fuel
040374	Waverly Public Schools	\$ 16,000.00	Tuition
040375	Beverly Wlggs	\$ 616.50	District Therapy Services
040376	William V Macgill & Co	\$ 159.96	COVID-19 Supplies - MSHS
040377	Ashland-Greenwood Activities Acct	\$ 15,000.00	GF Transfer
040378	C & L Hardware	\$ 24.93	Maintenance
040379	Control Management, Inc.	\$ 124.00	Maintenance
040380	Fremont Industries Inc	\$ 695.36	Maintenance
040381	General Fire and Safety	\$ 391.75	Extinguisher Inspection
040382	GovConnection Inc.	\$ 145.85	Instructional Supplies
040383	Krieser Drywall & Insulation	\$ 16,237.87	Building Maintenance
040384	Lakeshore Learning Materials	\$ 426.45	Instructional Supplies
040385	Gerard Lusienki dba ACCU WRITE I	\$ 21.98	District Supplies
040386	Menard Inc	\$ 4.99	Maintenance
040387	Plak Smacker	\$ 428.21	Nurse Supplies

**July 2020 Incomplete
General Fund Disbursements**

Check	Payable to	Amount	Description	date
040278	ACCO Brands Corp /GBC	\$ 642.96	Media: Supplies	7/24/2020
040279	Ashland-Greenwood Hot Lunch	\$ 2,480.00	District Food	7/24/2020
040280	American Lift & Sign Service	\$ 1,017.50	District Maintenance	7/24/2020
040281	Bishop Business Equipment Co Inc	\$ 240.85	District Copier	7/24/2020
040282	C & L Hardware	\$ 201.21	shop supplies	7/24/2020
040283	Charter Communications	\$ 58.87	District Cable	7/24/2020
040284	DLR Group	\$ 938.56	Design Work	7/24/2020
040285	Esu #2	\$ 25.00	Training	7/24/2020
040286	Firespring Inc.	\$ 597.00	MSHS Handbook Printing 2020	7/24/2020
040287	Gopher Sports	\$ 1,235.86	Supplies	7/24/2020
040288	Kasuske Construction	\$ 3,258.00	Maintenance Lockers and rep:	7/24/2020
040289	Lampe's Clean Air Specialists	\$ 889.32	replace filters and service F	7/24/2020
040290	Menard Inc	\$ 141.72	shop supplies	7/24/2020
040291	Nebraska Sprinkler/Scott Brauckmu	\$ 357.75	repair track sprinklers	7/24/2020
040292	PayFlex Systems USA Inc	\$ 278.72	Employee Benefit	7/24/2020
040293	Pioneer Valley Books	\$ 90.00	Ele Summer School-subscript.	7/24/2020
040294	Raymond Geddes & Company Inc	\$ 310.94	Elem guidance supplies	7/24/2020
040295	Riverside Technologies Inc. (RTI)	\$ 5,904.00	Inst Tech: Hardware	7/24/2020
040296	Saunders County Youth Services	\$ 969.00	District Support Services	7/24/2020
040297	School Specialty Inc	\$ 685.12	classroom supplies-3rd gr	7/24/2020
040298	TSA Consulting Group Inc	\$ 83.33	403 B TPA fees	7/24/2020
040299	United Electrical Supply Co Inc.	\$ 616.05	Maintenance	7/24/2020
040300	Windstream	\$ 723.39	District Communication	7/24/2020
040301	Innovative Laboratory Systems	\$ 47,792.00	Science Rm Remodle	7/30/2020
040302	Lee Sapp Ford*	\$ 991.23	Hot Lunch Van repair	7/30/2020
040303	Menard Inc	\$ 71.54	Instructional Supplies	7/30/2020
040304	Metal Doors and Hardware	\$ 3,490.00	Ele and HS Maintenance	7/30/2020
040305	Midwest Floor Covering	\$ 185.00	Maintenance Supplies	7/30/2020
040306	OPPD	\$ 11,211.94	District Electricity	7/30/2020
040307	Williams Sales and Service	\$ 14,243.84	Transportation Services	7/30/2020

*Conflict of Interest

Authorized by:

Ashland-Greenwood Public Schools' General Fund Claims
General Fund Claims
8/17/2020

Check No. Vendor Amount Description

Incompletes

AD OP	Illuminate
Amplify	McGraw Hill
Ashland Auto	MMC
Ashland Gazette	Menards
Baylor Test Prep	Kreiser Drywall
Bishop business	No Frills/Spartan Nash
Charter/Spectrum	OPPD
C&L Hardware	Payflex
Dick Blick	Quill
ESU #2	RTI
ESU Coordinating Council	TSA
Egan	VISA
GovConnect	Vex Robotics
HMH	Windstream

Authorized by:

Ashland-Greenwood Public Schools

Activities Account

July 20, 2020 to Aug 17, 2020

Date	Check #	Vendor	Description	Disbursed	Activity
7/28/2020	014905	Awards	Awards	\$ 75.80	Athletics
7/28/2020	014906	Tammy Kuhnsman	SCL Refund	\$ 100.00	FBLA
7/28/2020	014907	VISA	Musical Music	\$ 980.00	Vocal Music
8/4/2020	014908	Cinch Beetison	Belize Scholarship	\$ 60.00	FFA
8/4/2020	014909	Braxton Buck	Belize Scholarship	\$ 30.00	FFA
8/4/2020	014910	Faith Buck	Belize Scholarship	\$ 370.00	FFA
8/4/2020	014911	No Frills	Officer Training	\$ 127.28	FFA
8/4/2020	014912	OrthoSource	Medical Supplies	\$ 573.31	Athletics
8/4/2020	014913	Sideline Power	Atheltic Supplies	\$ 400.00	Athletics
8/4/2020	014914	Tulelake High School	Argonomy contest	\$ 20.00	FFA
8/11/2020	014915	Bank of Ashland	Participation Fee cash	\$ 200.00	Athletics

*this could be updated

Authorized by:

Ashland-Greenwood Public Schools
Hot Lunch Claims
Aug-20

<u>DATE</u>	<u>Check #</u>	<u>VENDOR</u>	<u>Amount</u>	<u>Description</u>
8/7/2020	011191	BlueCross BlueShield of NE	\$ 559.90	Employee Benefit
8/7/2020	011192	Madison National Ins	\$ 19.00	Employee Benefit
8/10/2020	011193	NASB Alicap	\$ 8,443.50	WC Insurance

Authorized by:

Ashland-Greenwood Public Schools' Claims
Depreciation Account
August, 2020

<u>Date</u>	<u>Check No.</u>	<u>Vendor/Description</u>	<u>Amount</u>
8/17/20	1030	Weathercraft Co of Lincoln	Replacement Roof MSHS \$ 26,763.00
8/30/20	1031	Kreiser	Elem HVAC Replacement Wall work \$ 17,762.39

INC

8/30/20 1032 MMC Final - Elem HVAC Replacement

Authorized by:

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****8/17/2020**

Check No.	Vendor	Amount	Description
04308	Jacqueline Fudge	\$ 1,294.00	BTS Supplies *
040309	AG Payroll Account	\$ 334,084.67	August Net Payroll
040310	BANK OF ASHLAND	\$ 9,950.32	Payroll Section 125 Deduct
040311	Blue Cross Blue Shield of NE	\$ 126,397.33	Payroll Health & Dental Ins
040312	Madison National Life	\$ 1,377.05	Payroll LTD Insurance Prem
040313	Madison National Life	\$ 913.02	Payroll Employee Life Prem
040314	AG Payroll Account	\$ 17,592.69	Payroll State Tax Wthhdg
040315	AG Payroll Account	\$ 110,775.31	Payroll Federal Tax Wthhdg
040316	Retirement	\$ 96,286.12	Payroll Retirement Wthhdg
040317	TSA Consulting Group Inc	\$ 2,875.00	Payroll Annuity Deduction
040318	Vision Service Plan	\$ 1,179.99	Payroll Employee Vision Prem
040319	Accurate Locksmiths	\$ 63.00	Building Maintenance
040320	Agile Sports Technologies	\$ 1,999.00	Concussion Testing
040321	Ashland Disposal Service	\$ 1,237.66	Garbage services
040322	AT & T Mobility	\$ 180.97	District Telecommunications
040323	C & L Hardware	\$ 37.97	Maintenance
040324	Capital Business Systems, Inc.	\$ 10,123.55	New Printer
040325	City Of Ashland	\$ 3,697.25	District Sewer and Water
040326	Council Bluffs WinSupply Co	\$ 1,507.08	Hand wash HS Restroom
040327	Cornhusker State Industries	\$ 2,136.00	Furniture
040328	Delta Electric	\$ 4,904.82	Maintenance
040329	Diversified Drug Testing	\$ 114.00	Employment Screening
040330	Egan Supply Co.	\$ 3,360.08	Custodial Supplies
040331	Esu #10	\$ 526.78	SPED HS Services
040332	Esu #3	\$ 75.00	Speech Therapy In-Service
040333	ESU 5	\$ 8,600.00	Educational Supplies
040334	Firespring Inc.	\$ 381.19	Elem-Student-Parent Handbooks
040335	Gilmore & Bell, A Professional Corp	\$ 2,200.00	District Legal Services
040336	GovConnection Inc.	\$ 15,293.72	instr.tech Hardware/Software
040337	Greenwood/Midwest Farmers Coop	\$ 105.00	Grounds
040338	HARRIS	\$ 765.78	Attendance Enterprise
040339	HMH Pub DBA Holt, Rinehart Winst	\$ 23,426.19	HS intstructional books
040340	Innovative Laboratory Systems	\$ 6,530.00	Computer lab cabinets
040341	Interstate-All Battery Center	\$ 442.00	Maintenance
040342	John Wiley & Sons, Inc	\$ 4,433.96	HS intstructional books
040343	Nebraska Sports	\$ 5,721.81	FB helmets
040344	KSB School Law, PC LLO	\$ 300.00	District Legal Services
040345	Lampe's Clean Air Specialists	\$ 254.64	Building Maintenance
040346	Literacy Resources, LLC	\$ 259.17	Elem. SPED Books/Curriculum
040347	Matheson Tri-Gas, Inc/Linweld	\$ 22.04	Student Instruction
040348	Meininger Fire Protection Inc	\$ 450.00	Custodial Services
040349	Menard Inc	\$ 984.65	Maintenance

Ashland-Greenwood Public Schools' General Fund Claims**General Fund Claims****8/17/2020**

Check No.	Vendor	Amount	Description
040350	Metal Doors And Hardware	\$ 431.00	Maintenance
040351	NASB Alicap	\$ 122,973.50	WrkComp, Property Liability In
040352	NASCO (Aristotle Corporation)	\$ 676.80	Instructional Supplies
040353	Nebraska Council of School Admini:	\$ 600.00	Virtual Admin Days
040354	Nebraska ASCD	\$ 40.00	Curr. Supervision Dues
040355	Nebraska Scientific	\$ 72.72	Instructional Supplies
040356	O'Keefe Elevator Co.	\$ 395.00	District Maintenance
040357	One Source, Inc	\$ 26.00	Background Checks
040358	Quill Corp	\$ 205.37	District Office Supplies
040359	rSchool Today	\$ 713.75	On line calendar
040360	Saunders Medical Center	\$ 120.00	District Transportation
040361	Savvas Learning Company	\$ 139,732.53	K-5 Reg. Instruction Books
040362	Schmitt Music Center	\$ 2,382.00	Band Equipment
040363	Scholastic Inc.	\$ 222.69	HS SPED supplies life skill
040364	Scholastic Magazines	\$ 247.23	Periodicals for instruction
040365	School Datebooks	\$ 3,366.91	MSSH student planner
040366	School Specialty Inc	\$ 581.99	Educational Supplies
040367	Symmetry Energy Solutions	\$ 3,338.08	District Energy
040368	TEACHING STRATEGIES, LLC	\$ 597.50	Preschool - TSG Assessment Po
040369	Anthony Petersen	\$ 70.00	District Pest Control
040370	University Of NE at Kearney	\$ 450.00	Transportation: Dues & Fees
040371	United States Postal Service - POC	\$ 750.00	District Postage
040372	Virco Mfg. Corporation	\$ 41,249.92	MSSH equipment and furniture
040373	Voyager Fleet Systems, Inc.	\$ 239.18	District Fuel
040374	Waverly Public Schools	\$ 16,000.00	Tuition
040375	Beverly Wiggs	\$ 616.50	District Therapy Services
040376	William V Macgill & Co	\$ 159.96	COVID-19 Supplies - MSSH
040377	Ashland-Greenwood Activities Acct	\$ 15,000.00	GF Transfer
040378	C & L Hardware	\$ 24.93	Maintenance
040379	Control Management, Inc.	\$ 124.00	Maintenance
040380	Fremont Industries Inc	\$ 695.36	Maintenance
040381	General Fire and Safety	\$ 391.75	Extinguisher Inspection
040382	GovConnection Inc.	\$ 145.85	Instructional Supplies
040383	Krieser Drywall & Insulation	\$ 16,237.87	Building Maintenance
040384	Lakeshore Learning Materials	\$ 426.45	Instructional Supplies
040385	Gerard Lusinski dba ACCU WRITE I	\$ 21.98	District Supplies
040386	Menard Inc	\$ 4.99	Maintenance
040387	Plak Smacker	\$ 428.21	Nurse Supplies
040388	Audio Marketing Solutions	\$ 2,040.47	Tech Equipment
040389	Barnes & Noble Inc	\$ 600.00	Instructional Books
040390	C & L Hardware	\$ 111.97	Grounds
040391	Cambium Learning, Inc.	\$ 7,425.80	Elem. SPED Books/Curriculum

Ashland-Greenwood Public Schools' General Fund Claims
General Fund Claims
8/17/2020

Check No.	Vendor	Amount	Description
040392	Charter Communications	\$ 58.87	District Cable
040393	Brooke L Cheleen	\$ 495.30	Physical Therapy Services
040394	Cornhusker International Trucks, Inc.	\$ 93.62	Transportation: Supplies
040395	Esu #2	\$ 3,254.50	Mask Purchase
040396	ESU Coordinating Council	\$ 708.66	COVID Supplies
040397	FBG Service Corporation	\$ 7,920.00	Elementary Cleaning
040398	Katom Restaurant Supply, Inc	\$ 3,591.00	floral cooler for ag dept
040399	Krieser Drywall & Insulation	\$ 1,984.15	Maintenance
040400	Michigan Braille Transcribing Fund	\$ 3,201.35	HS SPED Vision Textbook
040401	NO FRILLS/SPARTANNASH	\$ 36.53	Supplies - District Inservice
040402	School Specialty Inc	\$ 40,979.52	Insturctional Supplies
040403	Wahoo-Waverly-Ashland Newspapers	\$ 398.81	Board Notice
040404	William V Macgill & Co	\$ 174.75	District COVID supplies
040405	Cengage Learning	1200	HS Reg. Instruction: software
040406	Diversified Drug Testing	459	Transportation Services
040407	DLR Group	1438.87	Design work
040408	Lakeshore Learning Materials	335.23	Preschool Supplies
040409	NASCO (Aristotle Corporation)	50.99	Instructional supplies
040410	Paper101	3259.23	COVID Supplies
040411	PayFlex Systems USA Inc	278.72	Employee Benefit
040412	Sebranek, Inc	1316.13	HS Reg. Instruction: Books
		\$ 1,254,032.30	

*DENOTES CONFLICT OF INTEREST

Incompletes

AD OP	Illuminate
Amplify	McGraw Hill
Ashland Auto	MMC
Ashland Gazette	Menards
Baylor Test Prep	Kreiser Drywall
Bishop business	No Frills/Spartan Nash
Charter/Spectrum	OPPD
C&L Hardware	Payflex
Dick Blick	Quill
ESU #2	RTI
ESU Coordinating Council	TSA
Egan	VISA
GovConnect	Vex Robotics
HMH	Windstream

Authorized by:

Ashland-Greenwood Public Schools' General Fund Claims
General Fund Claims
8/17/2020

Check No. Vendor

Amount Description

SCHOOL DISTRICT 145 LIFE PROGRAM
Learning Independently For Everyone

INTERLOCAL COOPERATIVE ACT AGREEMENT
2020-21 School Year

THIS AGREEMENT is amended and entered into as of this 5 day of August, 2020, by and between School District 145(55-0145) of the State of Nebraska, Ashland-Greenwood (78-0001) all being bodies politic and corporate, hereinafter sometimes referred to individually or collectively as “Member Districts.” In reference to students who reside in each of their individual school districts boundaries they may be referred to as the “Home School District” for such students.

WITNESSETH

WHEREAS, the Parties hereto desire to enter into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat § 13-801 et seq. (Reissue 1997), as now existing or hereinafter amended, and other law, to establish, maintain, an operate an alternative education school program (LIFE), and desire to reduce the terms and conditions of such Agreement to writing;

WHEREAS, the Member Districts have agreed to cooperatively provide such alternative education school program (LIFE), and desire to reduce the terms and conditions of such Agreement to writing;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

- 1) **INTERLOCAL AGREEMENT.** The Parties hereto agree, under Neb. Rev. Stat § 13-801 et seq. (Reissue 1997), and other Nebraska Laws to create and provide the LIFE Program as set forth herein, for use by Consortium Members. THE LIFE Program shall be managed and controlled in accordance with the terms of this Agreement. The governing body of each Member District, hereinafter referred to as the “School Board,” shall approve this Agreement by resolution.

- 2) **DURATION AND PRIOR AGREEMENTS.** Unless earlier terminated as provided herein, the term of this Agreement shall commence on the 1st day of August, 2020, and shall continue for a period of one (1) year through the 2020-21 school year, and shall end by mutual agreement of the Member Districts on July 31, 2021; provided, however, the term of this Agreement may be extended by joint resolution adopted by the School Board of each Member District. This Agreement shall be effective for all Member Districts who have executed this instrument or a counterpart thereof.

3) **GOVERNANCE.**

a) **Program Administration.** The Member Districts agree that School District 145 office and business address is PO Box 426, 14511 Heywood, Waverly, NE 68462, in addition to be a Member District shall also be the program Administrator for the LIFE Program. The Administrator shall perform such duties as provided in this Agreement or as assigned and agreed to from time to time by the Executive Council as hereinafter established.

b) **The Executive Council.** The Chief Executive Officer, or other designee of each Member District, shall serve as a member of the Executive council, which is hereby established. The Executive council shall advise, consult and work with the Administrator of the School District 145 LIFE Program. Except as provided in this Agreement, the Executive Council shall review and make suggestions as to the functions and policies of the LIFE Program. This Executive Council shall meet annually or as necessary to conduct the business of the council. As to all School District 145 LIFE Program business and other matters to be considered by the Executive Council, School District 145 (55-0145) shall have three (3) votes, and Ashland-Greenwood (78-0001), one (1) vote, A majority vote of the Executive Council shall be necessary to transact any and all business of this agreement and the School District 145 Alternative School. The Administrator or the Executive Council as so determined shall have the following duties:

- To provide procedural recommendations for the LIFE Program, including but not limited to capacity, eligibility criteria, structure, content, parental consent, or participations, community partnership or cooperative business requirements, etc.;
- To make suggestions as to content of any required governmental approvals or contractual Agreements in order to conduct the LIFE Program; and,
- To establish and make member assessments to fund a budget and to perform such other and further administrative or management functions as necessary or appropriate to transact all business of Member Districts under this Agreement or as assigned from time to time.

c) **Authority.** The Member Governing body of each Member district hereby agrees and delegates and grants to its Executive Council Member full power and authority to run and transact all business of this Interlocal Agreement and the authority to establish policies, procedures, regulations and bylaws in order to carry out the business of the Agreement and the purposes of the Agreement.

4. LOCATION AND STAFFING OF THE LIFE PROGRAM, Etc. School District 145 shall provide classroom space during the term of this Agreement. School District 145 shall set up, administer and provide the certificated teachers or other staff and shall adopt a plan to provide necessary supplies and equipment for the LIFE Program.

5. LIFE PROGRAM PAYMENTS. (a) Unless otherwise agreed, Member District shall pay to School District 145 for the facilities usage, staffing, and Administrator services under this Agreement, **\$8,000.00** per pupil per year (the “Annual Tuition Rate”) in the LIFE Program. Except as provided herein, the Annual Tuition Rate per pupil shall be adjusted by the School District 145 School Board prior to the commencement of each school year taking into consideration increased staffing, facility or other increased costs of the LIFE Program. The Annual Tuition Rate per pupil shall cover a normal program year as defined by the Executive Council from time to time. Regardless of the number of students or student days served in the LIFE Program, the Member Districts hereby guarantee at a minimum, the number of students (“Guaranteed Students”) for an entire program year, and annual payments (“Guaranteed Payments”)

<u>DISTRICT NAME</u>	<u># OF GUARANTEED STUDENTS</u>	<u>GUARANTEED PAYMENT TOTAL</u>	<u>PAYMENT DATES AND AMOUNTS</u>
School District 145	18		
Ashland-Greenwood	2	\$16,000	By 8/31/2020
TOTAL:	20		

Students served in the LIFE Program in any school year above these guaranteed minimums shall result in additional payments by Member District to School District 145 at the rate provided herein. The Parties can negotiate and trade among themselves their Guaranteed Students and Guaranteed Payments; however, they each remain primarily responsible for and liable to School District 145, as provided herein, in the event of any payment failure or dispute among the trading Member Districts or otherwise.

6. NO SEPARATED ENTITY. The LIFE Program and Executive Council, created hereunder, is not a separate or new legal entity.

7. EXPANSION OR DECREASE OF MEMBERSHIP. Participation in this Interlocal Agreement shall be limited to Member Districts to this Interlocal cooperation Act Agreement; provided, however, the members may expand or decrease the membership with the Agreement consider application from school districts requesting participation in, or which request to be eliminated from the LIFE Program. The School District 145 shall act upon such requests and, if such request is granted, shall establish the fees, costs, payments, charges, leases, assessments, and other conditions required for participation or elimination by the applicant and other existing or remaining Member Districts as a result of the expansion or decrease of membership in the LIFE Program. All terms and conditions of this Agreement shall also bind any new Member Districts.

8. TERMINATION. During the term of this Agreement or any subsequent extension thereof, this Agreement may be terminated by School District 145 or any Member Districts. Any funds or property acquired by the Agreement shall become the property of School District 145 upon termination. Individual members may withdraw from this Agreement in accordance with policies, regulations, procedures, or bylaws established by the Executive Council.

9. AMENDMENT OF AGREEMENT. This Agreement may only be amended by majority consent of the Executive Council and the agreement of the School District 145 Board.

10. GOVERNING LAW. The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

11. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

IN WITNESS WHEREOF the Member Districts have executed this Agreement as of the day and year first above written.

SCHOOL DISTRICT 145

By: _____ *Delanie McMillan* _____ *Director of Student Services* _____
Authorized Official

ASHLAND-GREENWOOD SCHOOL DISTRICT

By: _____
Authorized Official

**Beverly J. Wiggs, OTR/L
Occupational Therapist
16133 Sahler Street
Omaha, NE 68116
402-659-6739**

BEVERLY WIGGS SERVICE PROVIDER CONTRACT

This contract made by and between the Ashland-Greenwood Public School District, in the State of Nebraska, and Beverly J. Wiggs, occupational therapist.

The Ashland-Greenwood Public School District hereby agrees to contract occupational therapy services with Beverly Wiggs, OTR/L for the 2020-2021 school year.

TERMS AND CONDITIONS

Beverly Wiggs will provide occupational therapy services to those students identified as needing services by the Ashland-Greenwood Public School System.

Beverly Wiggs will provide occupational therapy services to the students that qualify for occupational therapy as established by the I.E.P. /M.D.T. /I.F.S.P. Team. The frequency of occupational therapy services will be provided as specified on the I.F.S.P. / I.E.P for each student.

Beverly Wiggs will submit an itemized monthly billing summary to the Ashland-Greenwood Public School District. These monthly billing summaries will reflect the current state-approved rate for occupational therapy services. Within a reasonable time frame (within a month of bill being submitted), the Ashland-Greenwood School District will reimburse Beverly Wiggs for the amounts billed.

Beverly Wiggs will only bill the Ashland-Greenwood School District for those items/services that are reimbursable by the State of Nebraska.

Beverly Wiggs will provide proof that she is licensed by the State of Nebraska, and that Beverly Wiggs is an Approved Service Provider by the State of Nebraska per request.

Either party may terminate this contract within thirty (30) day written notice to the other party.

Beverly Wiggs, OTR/L
Service Provider

Date *July 21, 2020*

[Signature]
Superintendent of Schools

Date *8/4/20*

Kristen Fangmeier
Director of Special Education

Date *8/1/2020*

Substitutes

NAME	CITY	TYPE	Expiration
Anderson, Amy		Standard	8/31/2023
Barry, Elizabeth	Ashland	Initial	8/31/2021
Beranek, Karen	Ashland	Local - Substitute	8/31/2022
Boldt, Jennifer	Gretna	Substitute	8/31/2024
Block, Tammy	Wahoo	Standard	8/31/2023
Brening, Rick	Lincoln	Professional	8/31/2028
Brokaw, Dan	Lincoln	Professional	8/31/2022
Cunningham, Deb	SouthBend	Standard	8/31/2021
Erickson, Deb	Greenwood	Local - Substitute	8/31/2022
Essman, Stu	Lincoln	Standard	8/31/2023
Freburg-Hoffmeister, Nic	Lincoln	Provisional	8/31/2021
Frost, Carol	Ashland	Standard	8/31/2022
Hennings, June	Greenwood	Substitute	8/31/2021
Hohensee, Beverly	Ashland	Local - Substitute	8/31/2021
Hrabik, Nonie (Norarene Yutan		Standard	8/31/2021
Jones, Ethan	Omaha	Provisional	8/31/2021
Judds, Gina	Ashland	Local - Substitute	8/31/2021 waiting for COVID to end
Laune, Kayla	Ashland	Standard	8/31/2023
Lewis, LaVonne	Greenwood	Substitute	8/31/2020 MSHS
Lightfoot, Cori	Papillion	Standard	8/31/2023
Lueking, Nancy	Lincoln	Professional	8/31/2020
McGill Patricia	Waverly	Professional	8/31/2024
Mohrmann, James	Lincoln	Standard	
Niedbalski, Paul		Standard	8/31/2020
Nissen, Lora	Ashland	Substitute	8/31/2020
Nygren, Shari	Ashland		after 180 days - Nov 22
Sanger, Dixie			*pending completion of paperwork and employee screening
Schmale, Leigh		Standard	8/31/2023
Schneider, Kassie	Blair	Initial	8/31/2023
Sillik Jessica	Lincoln	Initial	8/31/2025
Smith, Brian	Ashland	Standard	8/31/2024
Switzer, James	Gretna	Standard	8/31/2022
Trower-Bendler, Angela		Standard	8/31/2023 LL - T Thr F/ Mpm, Wpm
Turner, Randall	Yutan	Substitute	8/31/2021
Uhing, Brittany	Louisville		waiting on certificate & paperwork
*Willadsen, Connie	Ashland	Standard	10/10/2021 * Elem Only waiting for COVID to end
Wilson, Alaina	Ashland	Standard	8/31/2024
Ziegenbein, Mary	Ashland	Local - Substitute	8/31/2021
*Yardley, Patricia	Ashland	Standard	8/31/2027 * Elem Only

Non Certificated Sub Employees

Alley, Ruth	Ashland	need start date	
Beranek, Kathy	Ashland		
Curtis, Peggy	Ashland		
Hughes, Yvonne	Ashland	need start date	
Isaacson, Lisa	Greenwood		
Lambert, Carla	Ashland		
Lewin, Georgia	Ashland		
McVay, Tanya	Ashland		
Pfeiffer, Bradley	Ashland	(bus)	waiting for COVID to end
Scribner, Lisa	Ashland		
Starr, Jackie	Greenwood		
Spargen, Jane	Ashland		
Westling, Amber	Ashland		
Wulff, Chris	Ashland		
Work, Tina	Ashland		

Nurse Subs

	License
Buller, Maris	6/1/2020
Chvatal, Ashley	10/31/2020
Hofmeister, Carey	10/31/2020
Loftus, Markaya	10/31/2018
Maxon, Terri	10/31/2020
Nissen, Stacy	10/31/2020
Nygren, Katelyn	10/31/2016
Nygren, Kelsie	10/31/2020
Pratt, Ashley	10/31/2020
Tucker, Carol	10/31/2020

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below. Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

- c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;

- 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.

- c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 calendar days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent

without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: August 14th, 2020

Revised on: _____

Reviewed on: _____

3057
Title IX Policy

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

1. Title IX Coordinator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: August 14th, 2020

Revised on: _____

Reviewed on: _____

A RESOLUTION CALLING AN ELECTION IN SAUNDERS COUNTY SCHOOL DISTRICT 0001 (ASHLAND-GREENWOOD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SAUNDERS COUNTY SCHOOL DISTRICT 0001 (ASHLAND-GREENWOOD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **“Board”**) of Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska (the **“District”**) hereby finds and determines as follows:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education and embracing territory having a population of more than 1,000 and less than 150,000 inhabitants.

(b) It is necessary and appropriate for the District to proceed with construction and acquisition of a new elementary education school building and a new middle school with a competition gymnasium and fine arts auditorium, together with related site improvements and modifications to the District’s existing facilities; and providing for the necessary furniture, equipment and apparatus for such facilities (the **“Project”**).

(c) To pay the costs of the Project, it will be necessary for the District to issue general obligation bonds of the District in an aggregate stated principal amount not to exceed \$59,900,000.

(d) A proposition for the issuance of bonds for such purposes has not been submitted to the electors of the District within six months preceding the date of the special election called by this Resolution.

Section 2. An election is hereby called and shall be held in conjunction with the Statewide General election in the District on November 3, 2020, at which election there shall be submitted to the qualified electors of the District the following proposition:

“Shall Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska issue its general obligation bonds in a stated aggregate principal amount not to exceed Fifty-nine Million Nine Hundred Thousand Dollars (\$59,900,000), for the purpose of providing funds for construction and acquisition of a new elementary education school building and a new middle school with a competition gymnasium and fine arts auditorium, together with related site improvements and modifications to the District’s existing facilities; and providing for the necessary furniture, equipment and apparatus for such facilities; such bonds to be issued from time to time, bear interest at such rate or rates, be sold at such prices, and become due at such time or times as shall be determined at the direction of the Board of Education; and

“Shall the District cause to be levied and collected annually a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds as the same become due?”

The ballots to be voted on and cast at such election shall have printed thereon the foregoing proposition with the words “FOR such Bonds and tax” and “AGAINST such Bonds and tax” following the proposition.

Electors voting in favor of such proposition shall blacken the oval opposite the words “FOR such Bonds and tax” following such proposition, and electors voting against such proposition shall blacken the oval opposite the words “AGAINST such Bonds and tax” following such proposition.

Section 3. Notice of such election shall be published at least 42 days prior to such election by the Election Commissioner of Saunders County, Nebraska (the “**Election Commissioner**”). Notice of such election shall also be given to the qualified electors of the District for 20 days prior to such election and a copy of the sample ballot shall be published one time not more than ten days nor less than three days prior to the election, or as otherwise provided by law, such notice and sample ballot to be published in a newspaper of general circulation in the District.

Section 4. The Secretary is hereby authorized and directed to certify a copy of this Resolution not later than September 1, 2020 to the Election Commissioner, who shall designate the polling places, appoint the election officials and otherwise conduct the election as provided by law. The District hereby agrees to reimburse the Election Commissioner for the expenses of conducting the election.

Section 5. The form of ballot and form of notice for such bond election shall be in substantially the form attached to this Resolution as **Attachment I**. The Secretary of the Board is hereby authorized and directed in conjunction with the Election Commissioner conducting the election, to arrange for the printing of the necessary ballots for such election and to do all other things and to take all other appropriate or necessary action in order to cause such proposition to be submitted to the qualified electors of the District as above provided.

Section 6. The President and Secretary of the Board are hereby authorized and directed to take all further actions necessary to comply with all publication and filing deadlines and other election procedures and requirements as may be necessary or proper to submit the proposition described in **Section 2** hereof to the qualified electors of the District.

Section 7. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED: August 17, 2020.

**SAUNDERS COUNTY SCHOOL DISTRICT
0001 (ASHLAND-GREENWOOD PUBLIC
SCHOOLS) IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
President

By: _____
Secretary

SAMPLE BALLOT

**SCHOOL BOND ELECTION
SAUNDERS COUNTY SCHOOL DISTRICT 0001
(ASHLAND-GREENWOOD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

Tuesday, November 3, 2020

“Shall Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska issue its general obligation bonds in a stated aggregate principal amount not to exceed Fifty-nine Million Nine Hundred Thousand Dollars (\$59,900,000), for the purpose of providing funds for construction and acquisition of a new elementary education school building and a new middle school with a competition gymnasium and fine arts auditorium, together with related site improvements and modifications to the District’s existing facilities; and providing for the necessary furniture, equipment and apparatus for such facilities; such bonds to be issued from time to time, bear interest at such rate or rates, be sold at such prices, and become due at such time or times as shall be determined at the direction of the Board of Education; and

“Shall the District cause to be levied and collected annually a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds as the same become due?”

- FOR such Bonds and tax
- AGAINST such Bonds and tax

Electors voting in favor of such proposition shall blacken the oval opposite the words “FOR such Bonds and tax” following such proposition, and electors voting against such proposition shall blacken the oval opposite the words “AGAINST such Bonds and tax” following such proposition.

NOTICE OF SCHOOL BOND ELECTION

**SAUNDERS COUNTY SCHOOL DISTRICT 0001
(ASHLAND-GREENWOOD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

Tuesday, November 3, 2020

PUBLIC NOTICE is hereby given to the qualified electors of Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska (the “**District**”) that an election to be held in conjunction with the Statewide General election has been called and will be held in the District on Tuesday, November 3, 2020, at which time there shall be submitted to the qualified electors of the District the following proposition:

“Shall Saunders County School District 0001 (Ashland-Greenwood Public Schools) in the State of Nebraska issue its general obligation bonds in a stated aggregate principal amount not to exceed Fifty-nine Million Nine Hundred Thousand Dollars (\$59,900,000), for the purpose of providing funds for construction and acquisition of a new elementary education school building and a new middle school with a competition gymnasium and fine arts auditorium, together with related site improvements and modifications to the District’s existing facilities; and providing for the necessary furniture, equipment and apparatus for such facilities; such bonds to be issued from time to time, bear interest at such rate or rates, be sold at such prices, and become due at such time or times as shall be determined at the direction of the Board of Education; and

“Shall the District cause to be levied and collected annually a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds as the same become due?”

- FOR such Bonds and tax
- AGAINST such Bonds and tax

Electors voting in favor of such proposition shall blacken the oval opposite the words “FOR such Bonds and tax” following such proposition, and electors voting against such proposition shall blacken the oval opposite the words “AGAINST such Bonds and tax” following such proposition.

The polls will be open continuously from 8:00 a.m. to 8:00 p.m. on such date. The voting places for qualified electors of the District will be the same as the voting places designated for the Statewide General election. The polling places are accessible to individuals with physical mobility limitations.

BY ORDER OF THE BOARD OF EDUCATION
OF SAUNDERS COUNTY SCHOOL DISTRICT
0001 (ASHLAND-GREENWOOD PUBLIC
SCHOOLS) IN THE STATE OF NEBRASKA

.....
NOTE TO ELECTION COMMISSIONER: PUBLISH no less than 42 days prior to election
NOTE TO SCHOOL DISTRICT: PUBLISH weekly for 4 consecutive weeks immediately preceding the election