Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, August 17, 2020
High School Media Center - 8:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda

   3.A. Approval of Agenda

   3.B. Approval of minutes of Regular July 20, 2020 Board Meeting

   3.C. Approval of Claims

   3.D. Financial Report

4. Visitors and communication from the public

5. Action Items

   5.A. Discuss, Consider, and take all necessary action to approve the absence of board member Aaron Pistulka.

5.B. Discuss, Consider, and take all necessary action to approve all depreciation fund lines may be used for building improvements.

5.C. Discuss, Consider and take all necessary action to approve payment of $944,838.82 to BD Construction.

5.D. Discuss, Consider and take all necessary action to review and approve board policies 2006 Complaint Procedure, and 3057 Title IX.

5.E. Discuss, Consider and take all necessary action to approve the Wilcox-Hildreth Educational Association (WHEA) as the exclusive negotiating agent for the 2021-2022 calendar year.

5.F. Discuss, Consider and take all necessary action to approve the 2020-2021 Rate Schedule.

5.G. Discuss, Consider and take all necessary action to approve Amber Paitz as a local substitute.

6. Discussion Items

6.A. Construction Update

6.B. Set a meeting time for the August Budget Workshop.

6.C. Additional parking for north gymnasium.

6.D. Valuations

7. Administrator Report

    7.A. Superintendent Report

    7.B. Principal Report

8. Next Board Meeting:

9. Adjourn

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, July 20, 2020 ~ 8:00 PM
High School Media Center
404 Sapp Street
Wilcox, NE 68982-0190

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Open Student Fees Hearing (Policy #5045). As per Nebraska Rev. Stat. 79-2-134
FFA- Jacket and annual dues $50
Musical Instrument and accessories
Student Activity Card $30
Future Business Leaders of America $20
Cheerleading- Uniforms and Shoes $800

3.A. Comments from the audience

4. Open Parent Involvement Hearing (Policy 5018) as per Nebraska Rev. Stat. 79-533, and review the District Title I Parent and Family Engagement Policy #5057.
After the hearing the Board must either alter and adopt the revised policy or reaffirm it as written.

4.A. Comments from the audience

5. Consent Agenda
Motion by Kert Hansen, seconded by Aaron Pistulka, to approve the consent agenda. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

5.A. Approval of Agenda

5.B. Approval of minutes of Regular June 15, 2020 Board Meeting

5.C. Approval of Claims

5.D. Financial Report

6. Visitors and communication from the public
Many patrons were in attendance at the school board meeting this evening. Patrons addressed the board in regards to the start of school in reference to the Covid-19, the repair of the baby pool and other improvements as well as Teammates and Back Pack Weekend Program. Anthony Martin, Alan Casper, Donnette Johnson, Jessie Johnson, Marilee Aspegren, Jennifer Kinerk, Marty Kinerk and John Donley

7. Action Items

7.A. Discuss, Consider and take all necessary action to pay BD Construction $430,272.40
Motion by Roger Boyer, seconded by Gary Jensen, to approve payment of $430,272.40 to BD Construction. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.B. Discuss, Consider and take all necessary action to approve board policy updates to policy numbers 2002, 3039, 3046, 3056, 4003, 5016, 5035, 5054, 6020, 6021, 6033.
Motion by Roger Boyer, seconded by Kert Hansen, to approve the board policy updates on policies #2002, 3039, 3046, 3056, 4003, 5016, 5035, 5054, 6020, 6021, 6033. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.C. Discuss, Consider and take all necessary action to approve the employee handbook for the 2020-2021 school year.
Motion by Ryan Knaus, seconded by Roger Boyer, to approve the employee handbook for the 2020-2021 school year. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.D. Discuss, Consider and take all necessary action to approve the student handbook for the 2020-2021 school year.
Motion by Gary Jensen, seconded by Aaron Pistulka, to approve the student handbook for the 2020-2021 school year. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

7.E. Discuss, Consider and take all necessary action to approve a contract with First National Capital Markets for $2,500.00.

Motion by Kert Hansen, seconded by Roger Boyer, to approve a contract with First National Capital Markets for $2,500.00. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

8. Discussion Items

8.A. Construction Updates

8.B. Land Valuation
As of July 14:
Harlan and Phelps Counties are not reporting any numbers at this time. Franklin County is showing a decrease in AG real estate of $24 million, no other numbers are ready. Kearney County is currently showing a decrease for WHPS of $20 million.

I am anticipating a 7% decrease for us overall at this point in time. I am estimating valuation to total $704 Million, down from $754 Million last year. This would approximately be a 3 cent increase in our levy to raise the same amount of money in the general fund as we did in the 19-20 school year.

I will contact counties again in a few weeks. Official numbers from the county are not due till August 20.

8.C. Discuss the Wilcox-Hildreth Reopening Plan (Draft)

9. Administrator Report

9.A. Superintendent Report

9.B. Principal Report
Principal Lovin reported on:

High School Summer School- Summer school ended on July 2nd.

Elementary Summer School- Summer school ended on July 2nd. We ended up with 9 students attending.

Mr. Patterson and I have been working on reviewing employee and student handbooks. They should be updated and ready to be reviewed.

I am currently working on a coaches and sponsors handbook and evaluation tool outlining expectations of coaches and sponsors as they lead their programs. Also, it will let them know how they will be evaluated throughout their season.

Summer weight room- The coaches are opening the weight room Monday through Thursday during the month of July. There is an afternoon session from 4-5 pm for those students that are roguing in the morning.

Volleyball and Basketball have participated in some team camps and leagues this month and Football has one scheduled for July 29th. They are having some open gyms as well.

Since the last board meeting, I have been working on ordering supplies for when we return to school. We have ordered more touchless thermometers, face shields, and some face masks for both adults and students.

Principal Simmons reported on:

MTSS Team discussing hybrid plan in case of need to alter education plan due to increase of Covid-19 outbreak.

10. Next Board Meeting: 8:00 P.M. Monday, August 17, 2020 in the Wilcox Board Room

Budget Workshop?

11. Adjourn

Motion by Kert Hansen, seconded by Ryan Knaus, to adjourn meeting at 9:10 p.m. Motion Passed.
Roger Boyer: Yea, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
3D Bar & Grill	C4K Gift Cert.	Gift Certificate for C4K	50.00
Total 3D Bar & Grill			50.00
BD Construction, Inc.	399478	Draw #11 Construction/Reno Project	67,893.40
Total BD Construction, Inc.			67,893.40
Black Hills Energy	4456237296-0014	613 Nelson Street	164.01
Black Hills Energy	4694971507-0014	102 N Stockton Street	333.46
Black Hills Energy	5673345098-0013	208 Stockton Street	32.65
Black Hills Energy	8027394935-0015	404 E Sapp Street	32.65
Total Black Hills Energy			562.77
Builders How To Warehouse	1184078	Masonry Bit	15.58
Builders How To Warehouse	1187989	Custodial Supplies	24.97
Total Builders How To Warehouse			40.55
Canon Financial Services, Inc.	21671252-0001	Copy Machine Lease 8/1/2020	896.29
Total Canon Financial Services, Inc.			896.29
Carolina Biological Supply Company	51090034	Science Room Furniture/Equipment	545.00
Carolina Biological Supply Company	51098969 RI	Science Room Furniture/Equipment	898.00
Total Carolina Biological Supply Company			1,443.00
CCS Presentation Systems	IN001848	Smart Board Wall Mount	1,691.00
Total CCS Presentation Systems			1,691.00
Classic Spa & Tub Co.	183927-1	Pool Supplies	128.98
Classic Spa & Tub Co.	184401-1	Pool Chemical	20.69
Classic Spa & Tub Co.	184738-1	Pool Chemicals	20.69
Total Classic Spa & Tub Co.			170.36
Cooperative Producers Inc	7/31/2020 Billing	Fuel & Chemicals	813.21
Cooperative Producers Inc	C4K-1	Gift Certificate for C4K	50.00
Total Cooperative Producers Inc			863.21
Dance Sophisticats, Inc.	31878	Bell Covers for Instruments	452.00
Total Dance Sophisticats, Inc.			452.00
DAS State Accounting-Central Finance	1230883-0001	Interregional Fee	232.49
Total DAS State Accounting-Central Finance			232.49
Eakes Office Solutions	8061172-0	Supplies-Julie	137.94
Eakes Office Solutions	8066157-0	Supplies	155.56
Eakes Office Solutions	8066163-0	hs social studies	132.86
Eakes Office Solutions	8066164-0	Classroom Supplies	187.37
Eakes Office Solutions	8066166-0	Deb Johnson Supplies	26.00
Eakes Office Solutions	8066167-0	Supplies	84.44
Eakes Office Solutions	8066169-0	Eakes total order	189.12
Eakes Office Solutions	8066170-0	Supplies	130.09
Eakes Office Solutions	8066171-0	supplies	304.79
Eakes Office Solutions	8066173-0	Eakes total order	167.45
Eakes Office Solutions	8066174-0	Supplies	70.19
Eakes Office Solutions	8066175-0	Classroom Supplies	332.02

Vendor Name	Invoice Number	Description	Amount
Eakes Office Solutions	8066176.0	Classroom Supplies	131.03
Eakes Office Solutions	8067105-0	Winz Classroom Supplies	24.91
Eakes Office Solutions	8067106-0	Classroom Supplies	197.75
Eakes Office Solutions	8067107-0	Glenn SS Order Supplies	131.56
Eakes Office Solutions	8067388-0	Michelle Office Supplies	27.42
Eakes Office Solutions	8069857-0	Batteries for Thermometers	25.77
Eakes Office Solutions	8074728-0	Julie OfficeSupplies	83.18
Eakes Office Solutions	8074854-0	Supplies	13.74
Eakes Office Solutions	8077614-0	Name Plates - Doors	22.18
Eakes Office Solutions	8084358-0	Sheet Protectors	5.96
Eakes Office Solutions	8084444-0	Batteries/Wipes	376.95
Total Eakes Office Solutions			2,958.28
ESU #11	1920-4-13	Sped 4th Quarter Charges 19-20	30,643.46
ESU #11	3785	July Media/Mystery Science	432.64
Total ESU #11			31,076.10
ESU Coordinating Council	Coop001474	World Book Power Pack License	118.00
Total ESU Coordinating Council			118.00
Follett School Solutions, Inc.	703454F	Library Books	16.00
Follett School Solutions, Inc.	713632F	Books	79.72
Total Follett School Solutions, Inc.			95.72
Franklin County Chronicle	July2020 Adver.	July 2020 Invoices	150.61
Total Franklin County Chronicle			150.61
Franklin Memorial Hospital	8614-0035-001H	Naomi Fritson Bus Physical	157.50
Total Franklin Memorial Hospital			157.50
Fritz's Market	C4K Gift Cert	Gift Certificate for C4K	50.00
Fritz's Market	July 2020 Invoices	July 2020 Invoices	16.98
Total Fritz's Market			66.98
Frontier	3081880193-0014	Hildreth Site Phone Charges	423.04
Total Frontier			423.04
GovConnection Inc	70221300	Academic Google Chrome OS Platform	1,889.51
Total GovConnection Inc			1,889.51
Great Plains Communications	50365-0007	Wilcox Site Phone Bill	301.27
Total Great Plains Communications			301.27
Hana Mach	7/31/2020 Grad Bags	Grad Bags for Seniors	12.81
Total Hana Mach			12.81
Henderson, Richard	Phone Allo-0006	Monthly Phone Allowance	50.00
Total Henderson, Richard			50.00
Kooper's Korner	C4K-Gift Cert.	C4K Gift Certificate	50.00
Total Kooper's Korner			50.00
Lambert, Nurita	7/28/20 Storage	Storage Containers, Thread, Scissors,	195.24

Vendor Name	Invoice Number	Description	Amount
Total Lambert, Nurita			195.24
Lovin, Shannon	CellPhoneA-0008	Monthly Cell Phone Allowance	50.00
Total Lovin, Shannon			50.00
Menards - Kearney	4539	Wood Stain & Supplies	43.96
Menards - Kearney	4713	Custodial Supplies	84.39
Menards - Kearney	4809	Paint Supplies	51.90
Menards - Kearney	5159	Supplies	18.03
Menards - Kearney	5703	Custodial Supplies	47.35
Menards - Kearney	5793	IA Supplies/Small Equipment	1,000.41
Menards - Kearney	5854	Leveling Jack	39.98
Menards - Kearney	5868	Covid-19 Supplies/Clear Soap Pump	55.88
Menards - Kearney	5903	Painters Tape	26.90
Total Menards - Kearney			1,368.80
Mid-America Research Chemical	0704669-IN	Floor Stripper	419.16
Mid-America Research Chemical	0704909-IN	Covid-19 Supplies	134.43
Mid-America Research Chemical	0704910-IN	Trigger Sprayer Chemical	18.03
Mid-America Research Chemical	0706368-IN	Sanitizer/Gloves	120.00
Mid-America Research Chemical	0707144-IN	Disinfectant Wipes	427.19
Total Mid-America Research Chemical			1,118.81
Midwest Technology Products	2113751-00	midwest shop supplies	420.81
Total Midwest Technology Products			420.81
Minden Courier	July 2020 Invoices-M	July BOE Notices	243.27
Total Minden Courier			243.27
NASB ALICAP	20-21 Policy Year	20-21 Workers Comp/Prop/Liab/Boiler	66,511.30
Total NASB ALICAP			66,511.30
NCSA	64636	2020 Admin Days - Justin Patterson	150.00
Total NCSA			150.00
Nebraska Lock & Key	10353	Fix East Door Lock-Hildreth	50.00
Total Nebraska Lock & Key			50.00
Oriental Trading Company	704320244-01	Title I prizes	48.15
Total Oriental Trading Company			48.15
Patterson, Justin	PattersonP-0008	Monthly Cell Phone Allowance-Patterson	50.00
Total Patterson, Justin			50.00
Platte Valley Communications	072000079	Radio/Bus Annual Check	390.00
Total Platte Valley Communications			390.00
Presto-X Company	7304635-0001	Wilcox Site Pest Control	62.00
Presto-X Company	7607805	Monthly Pest Control - Wilcox	62.00
Total Presto-X Company			124.00
Protex Central, Inc.	116366	Fire Ext. Maintenance	216.32
Total Protex Central, Inc.			216.32

Vendor Name	Invoice Number	Description	Amount
Quadient Finance USA, Inc.	N8402327	Lease Payment	474.37
Total Quadient Finance USA, Inc.			474.37
Russell's Appliance & Electronics	55256	TV's & brackets, Freezer-FCS,	8,951.99
Total Russell's Appliance & Electronics			8,951.99
S & W Auto Parts	823307	Bus Barn/Vehicle Equipment	613.80
Total S & W Auto Parts			613.80
Scholastic Classroom Magazines	M6950678	Scholastic Magazine	111.27
Scholastic Classroom Magazines	M6950680	Scholastic news for first and second GR	209.44
Total Scholastic Classroom Magazines			320.71
School Mate	IN000540413	Preschool/Kindergarten Planners	144.00
School Mate	IN000540432	Planners - Elementary	118.80
School Mate	IN000540437	Planners-7 & 8	120.00
School Mate	IN000540640	Planners Elementary	100.80
Total School Mate			483.60
School Specialty	208125489453	Classroom Supplies	44.19
School Specialty	2081255439-0001	Classroom Supplies - HS Math	22.86
Total School Specialty			67.05
Seesaw Learning, Inc.	2020-32764	K-6 Web-Based Software	660.00
Total Seesaw Learning, Inc.			660.00
Simmons, Kelly	PhoneAllow-0008	Monthly Cell Phone Allowance	50.00
Total Simmons, Kelly			50.00
Speakeasy, The	C4K Grant Gift Cert	C4K Grant Gift Certificate	50.00
Total Speakeasy, The			50.00
Spracklin Chiropractic	500-2	JudySchepler Bus Physical	90.00
Total Spracklin Chiropractic			90.00
Svoboda's True Value	July 2020 Invoices	Pool & Custodial Supplies	248.39
Total Svoboda's True Value			248.39
TBS Lab Products	2029	Covid-19 Face Masks/Shields	326.40
Total TBS Lab Products			326.40
Time Management Systems, Inc.	239806	AOD Software Contract	132.50
Total Time Management Systems, Inc.			132.50
Town & Country Service	19152	2007 Chev Uplander #6	125.71
Town & Country Service	19153	2018 Ford Transit #2	109.00
Town & Country Service	19154	2018 Ford Transit #3	92.52
Town & Country Service	19162	2017 Exped. Inspection/Repair	144.00
Town & Country Service	19460	#16 Bus	121.84
Total Town & Country Service			593.07
Verizon Business	5051201672-0002	Wilcox Site Phone Service	71.88
Total Verizon Business			71.88

Vendor Name	Invoice Number	Description	Amount
Village Of Hildreth	099-0004	Upper Elem. School Building Utilities	2,131.15
Village Of Hildreth	100-0004	WH Upper Elem. - Bus	7.72
Village Of Hildreth	249A FB Fi-0004	Football Field	139.15
Total Village Of Hildreth			2,278.02
Village Of Wilcox	10600-0008	102 N Stockton	5,313.00
Village Of Wilcox	15500-0008	105 North Stockton/Pole in Parking Lot	5.35
Village Of Wilcox	23000-0008	102 North Stockton	124.25
Village Of Wilcox	23700-0008	308 East Sapp Street	267.56
Village Of Wilcox	24300-0008	Wilcox Site Water	84.76
Village Of Wilcox	24400-0008	102 North Stockton	55.00
Village Of Wilcox	24500-0008	Wilcox Site	352.60
Village Of Wilcox	24600-0008	Wilcox Site	55.00
Village Of Wilcox	24700-0008	Wilcox Site	946.62
Village Of Wilcox	25600-0008	208 N Stockton Street	30.50
Total Village Of Wilcox			7,234.64
VISA	MS July CC Charges	MS CC Charges	460.19
VISA	WilHilSchool-July 20	July Charges CC	4,219.35
Total VISA			4,679.54
Weides Water LLC	7299	Pool Start Up/Repair	205.00
Weides Water LLC	7307	Pool Repair	119.00
Total Weides Water LLC			324.00
Wilcox Cafe	C4K-Gift Cert.	C4K Gift Certificate	50.00
Total Wilcox Cafe			50.00
Wilcox-Hildreth Clearing Acct	7/31/20	Clearing Acct. Reimbursement	146.98
Total Wilcox-Hildreth Clearing Acct			146.98
Woodward's Disposal Seervice	NO8941-277-0001	Document Destruction Services	70.00
Total Woodward's Disposal Seervice			70.00
Fund Number 01			210,498.53
Checking Account ID 1			210,498.53

GENERAL FUND		
7/1/19		**$3,293,616.53**
County Receipts	$10,146.84	
Motor Vehicle Taxes	$6,144.99	
Local License Fees		
Interest Earned	$5,802.39	
Other Local Receipts	$6,339.84	
County Fines & Licenses	$986.85	
Homestead Exemption	$1,767.41	
Other County Sources		
High Ability Learners		
State Aid		
SPED Programs		
State Apportionment		
Pers. Prop Tax Credit		
Property Tax Relief	$287.61	
Pro Rata Motor Vehicles	$1,493.26	
In Lieu of Taxes	$288.35	
Medicaid		
Title I		
Title IIA		
Title IV		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts		
Grant		
Distance Learning	$11,500.00	
Reap Grant		
U.S. Fish & Wildlife	$2,511.22	
Lunch Tax/Retire		
URM Service Fee		
TOTAL RECEIPTS	**$47,268.76**	
Instructional Services	$167,618.16	
SPED Service	$19,547.76	
Student Support Service	$10,871.54	
Support Services - Staff	$20,901.75	
Board of Education	$1,363.99	
Executive Administratior	$11,313.08	
Principal	$17,408.29	
Business	$17,703.47	
Operation-Maintenance	$29,083.75	
Regular Transportation	$4,235.03	
SPED Transportation		
Community Service	$5,477.69	
Title I	$8,391.36	
Lunch Fund Expenses		
State Categorical Programs		
Federal Funds		
HAL/Distance Learning	$1,120.78	
Architech & Engineering	$36,623.84	
URM		
Non-Program Expend.		
TOTAL EXPENDITURES	**$351,660.49**	
Ending Balance 7/31/2019		**$2,989,224.80**

ACCOUNT BALANCES:	**31-Jul-19**
Depreciation	$1,009,244.18
General	$2,989,224.80
Lunch	$72,919.88
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$6,035.36
HS Activity	$338,849.05
MS Activity (Closed)	$0.00
Gen Fund Clearing	$4,239.72
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$5,949.07
URM Fund	$9,266.45
Falcon Team Account	$1,034.45
Special Building Fund	$862,557.30
Total Funds	**$5,299,848.17**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$181,394.48
Building	$473,360.58
Track	$83,223.69
Interest	$65,460.10
Computer Hardware	$83,681.95
TCD	$20,000.00
Total:	**$1,029,244.18**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 7/31/2019	$3,027,775.67
Outstanding Checks:	$38,550.87
Ending Balance:	**$2,989,224.80**

Report Date 8/12/2019

GENERAL FUND

	7/1/20
County Receipts	$28,606.51
Motor Vehicle Taxes	$11,028.09
Local License Fees	
Interest Earned	$3,930.24
Other Local Receipts	
County Fines & Licenses	$369.80
Homestead Exemption	$1,813.88
Other County Sources	
High Ability Learners	
State Aid	
SPED Programs	
State Apportionment	
Pers. Prop Tax Credit	-$13.72
Property Tax Relief	
Pro Rata Motor Vehicles	$1,046.72
In Lieu of Taxes	$624.20
Medicaid	
Title I	
Title IIA	
Title IV	
IDEA Base	
IDEA Base Part B-2	
Misc Receipts	$191.20
Grant	$10,300.00
Distance Learning	
Reap Grant	
U.S. Fish & Wildlife	$11,500.00
Lunch Tax/Retire	$416.96
After School Program	
TOTAL RECEIPTS	**$69,813.88**

Instructional Services	$164,837.83
SPED Service	$19,950.15
Student Support Service	$13,901.76
Support Services - Staff 22(	$25,154.60
Board of Education	$1,349.14
Executive Administration	$14,211.73
Principal	$19,849.07
Business	$22,763.97
Operation-Maintenance	$42,225.58
Regular Transportation	$364.11
IDEA	
Title I	$6,192.68
Community Service (Pool)	$8,856.62
State Categorical Programs	
Federal Funds	$1,399.72
HAL/Distance Learning	$34.67
Architech & Engineering	$19,406.25
Building Impr-4700	$45,849.11
Debt Services-5000	
Non-Program/Transfers	
TOTAL EXPENDITURES:	**$406,346.99**

ACCOUNT BALANCES	**31-Jul-20**
Depreciation	$616,337.12
General	$1,870,311.53
Lunch	$37,014.50
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$6,129.40
HS Activity	$370,576.65
MS Activity (Closed)	$0.00
Gen Fund Clearing	$5,221.64
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$7,044.47
URM Fund	$6,467.67
Falcon Team Account	$1,034.45
Special Building Fund	$1,082,548.58
Total Funds	**$4,003,213.92**

DEPRECIATION FUND BREAKDOWN:

Charter Reimb	$122,123.38
Transportation	$181,394.48
Building	$83.57
Track	$83,223.69
Interest	$85,830.05
Computer Hardware	$143,681.95
TCD	$20,000.00
Total:	**$636,337.12**

GENERAL FUND BANK RECONCILIATION:

Bank Balance as of July 30,	$1,919,041.89
Outstanding Checks:	$48,730.36
Ending Balance:	**$1,870,311.53**

Report Date 8/1/2020

85830.05

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 19-20**	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	**$2,188,640**	$138,724	$149,684	$138,600	$143,069	$137,080	$143,230	$135,373	$160,721	$151,953	$152,261	$161,656	$156,454		$2,188,640
4	1200's	SPED	**$487,900**	$29,065	$36,797	$36,981	$43,884	$32,471	$34,242	$43,503	$25,617	$18,711	$29,450	$19,848	$50,418		$487,900
5	1300's	Summer School	**$5,000**											$3,157	$406		$5,000
6	2100's	Sup Ser Pupils	**$357,300**	$12,190	$10,711	$11,252	$10,845	$10,710	$11,135	$16,260	$10,849	$10,710	$26,369	$14,004	$15,998		$357,300
7	2200's	Sup Ser Staff	**$335,950**	$14,588	$20,421	$13,371	$14,857	$13,645	$13,355	$13,470	$14,428	$20,616	$14,447	$25,155	$14,127		$335,950
8	2310's	Board	**$62,300**	$183	$2,383	$1,174	$10,561	$4,675	$3,953	$759	$425	$1,658	$507	$1,349	$6,113		$62,300
9	2320's	Exec Admin	**$174,250**	$13,877	$13,697	$12,993	$13,147	$13,625	$13,188	$13,111	$13,057	$13,118	$13,613	$14,212	$13,996		$174,250
10	2400's	Principal	**$309,950**	$22,545	$22,605	$22,937	$22,536	$23,346	$23,492	$22,287	$22,437	$21,787	$20,624	$19,849	$21,651		$309,950
11	2500's	Super/Business	**$190,900**	$8,077	$14,518	$9,143	$8,942	$10,943	$9,410	$17,569	$9,664	$8,266	$13,802	$22,699	$9,875		$190,900
12	2600's	Main & Oper	**$785,700**	$35,085	$47,414	$41,728	$38,797	$48,092	$45,963	$42,786	$37,528	$54,485	$48,701	$42,345	$76,881		$785,700
13	2700's	Reg Trans	**$371,482**	$14,841	$23,990	$25,071	$21,844	$21,892	$28,012	$23,659	$15,271	$15,339	$10,057	$364	$17,578		$371,482
14	2712's	SPED Trans	**$2,350**														$2,350
15	3000's	HAL & Community	**$36,800**	$1,699	$60	$1,333	$1,936	$35	$209	$40		$35	$1,688	$8,891	$7,435		$36,800
16	3500's	State Categorical	**$18,000**			$160				$254	$35		$1,921				$18,000
17	4300's	Architecture/Engin	**$155,000**	$1,726	$36,741	$1,782	$22,324	$1,782	$104,090	$1,688	$19,406	$21,192	$67,256	$65,255	$67,893		$155,000
18	6000's	Federal	**$153,650**	$6,071	$6,225	$6,071	$41,256	$6,071	$6,200	$39,640	$32,904	$6,071	$41,926	$7,592	$6,447		$153,650
19	5000's	Debt Services						$18,994									
20	8000's	Transfers	**$40,000**									$20,000					$40,000
21	9000's	Non-Program															
22																	
23	Total		**$5,675,172**	$298,673	$385,245	$322,595	$393,997	$343,360	$436,480	$370,397	$362,341	$363,940	$442,620	$406,376	$465,273	$0	$5,675,172
24																	
25	**Total Monthly Expenses:**																
26	General		**$4,853,272**	$263,537	$305,483	$277,602	$286,534	$284,042	$291,948	$285,313	$284,380	$317,966	$302,068	$310,523	$340,108	$3,549,503	$1,303,769
27	SPED		**$490,250**	$29,065	$36,797	$36,981	$43,884	$32,471	$34,242	$43,503	$25,617	$18,711	$29,450	$19,848	$50,418	$400,986	$89,264
28	Federal		**$153,650**	$6,071	$6,225	$6,071	$41,256	$6,071	$6,200	$39,640	$32,904	$6,071	$41,926	$7,592	$6,447	$206,474	-$52,824
29	Total		**$5,497,172**	$298,673	$348,505	$320,654	$371,674	$322,584	$332,390	$368,455	$342,900	$342,748	$373,444	$337,964	$396,973	$4,156,964	$1,340,208
30																	
31	**Total Yearly Expenses:**																
32	General		**$4,813,272**	$263,537	$569,019	$846,621	$1,133,155	$1,417,197	$1,709,145	$1,994,458	$2,278,838	$2,596,804	$2,898,872	$3,209,396	$3,549,503	$3,549,503	$1,263,769
33	SPED		**$490,250**	$29,065	$65,862	$102,843	$146,727	$179,198	$213,440	$256,943	$282,559	$301,270	$330,719	$350,568	$400,986	$400,986	$89,264
34	Federal		**$153,650**	$6,071	$12,296	$18,367	$59,623	$65,694	$71,894	$111,534	$144,438	$150,509	$192,434	$200,027	$206,474	$206,474	-$52,824
35	Total		**$5,457,172**	$298,673	$647,178	$967,831	$1,339,505	$1,662,089	$1,994,479	$2,362,934	$2,705,835	$3,048,583	$3,422,026	$3,759,990	$4,156,964	$4,156,964	$1,300,208
36																	
37	**Total Unencumbered:**																
38	General		**$4,853,272**	$4,589,735	$4,284,253	$4,006,651	$3,720,117	$3,436,075	$3,144,127	$2,858,814	$2,574,434	$2,256,468	$1,954,400	$1,643,876	$1,303,769		
39	SPED		**$490,250**	$461,185	$424,388	$387,407	$343,523	$311,052	$276,810	$233,307	$207,691	$188,980	$159,531	$139,682	$89,264		
40	Federal		**$153,650**	$147,579	$141,354	$135,283	$94,027	$87,956	$81,756	$42,116	$9,212	$3,141	-$38,784	-$46,377	-$52,824		
41	Total		**$5,497,172**	$5,198,499	$4,849,994	$4,529,341	$4,157,667	$3,835,083	$3,502,693	$3,134,238	$2,791,337	$2,448,589	$2,075,146	$1,737,182	$1,340,208		
42																	
43	Gen Budget Avg Spend Down			$4,448,994	$4,044,232	$3,639,954	$3,235,191	$2,830,914	$2,426,636	$2,022,358	$1,617,596	$1,213,318	$809,040	$404,278	$0		
44	Total Budget Avg Spend Down			$5,202,430	$4,729,121	$4,256,379	$3,783,070	$3,310,328	$2,837,586	$2,364,844	$1,891,535	$1,418,793	$946,051	$472,742	$0		

Wilcox-Hildreth Public Schools
404 E. Sapp St.
PO Box 190
Wilcox, NE 68982

Invoice	399504
Draw	12
Date	8/10/20
Customer	23019

Contract: 19-02-025 Wilcox-Hildreth Public Schools

Contract Recap:

Construction Budget	$	8,017,122.60
Budget Change to Date	$	20,097.42
Construction Budget to Date	$	8,037,220.02
Total Completed to Date	$	6,124,825.90
Retainage	$	(204,929.56)
Total Earned Less Retainage	$	5,919,896.34
Less Previous Billings	$	(4,974,057.52)
AMOUNT DUE THIS INVOICE	$	945,838.82

Net 10 Days

CSI Division	Description		Quantity		Rate		Amount
01	**General Requirements**						
01-3100.40	Incidental Const Services						
		Superintendent	14	$	75.00	$	1,050.00
			2	$	93.00	$	186.00
		Leadman	20.5	$	60.00	$	1,230.00
		Skilled Laborer	26	$	55.00	$	1,430.00
		Laborer	9	$	50.00	$	450.00
01-3113.10	Sr. Accounting		5	$	70.00	$	350.00
01-3113.20	Accounting		19	$	63.00	$	1,197.00
01-3113.30	Construction Op Director			$	100.00	$	-
01-3113.44	Field Operations Director		38.5	$	100.00	$	3,850.00
01-3113-45	Project Engineer			$	135.00	$	-
01-3113.50	Project Manager		46	$	70.00	$	3,220.00
			1	$	87.50	$	87.50
01-3113.55	Assistant Project Manager		2	$	57.00	$	114.00
01-3113.60	Superintendent		217.5	$	75.00	$	16,312.50
			87	$	92.50	$	8,047.50
01-3113.65	Assistant Superintendent			$	65.00	$	-
				$	80.00	$	-
01-3113.70	Safety					$	203.75
01-4126.99	Permits					$	-
01-4523.20	Geotech Services					$	2,433.50
01-5113.10	Temporary Electrical					$	67.86
01-5133.10	Temporary Telephone					$	160.00
01-5136.10	Temporary Drinking Water					$	39.83
01-5213.99	Field Office Supplies					$	97.00
01-5219.10	Sanitary Facilities					$	179.35
01-7113.10	Mobilization						
		Subcontractor				$	594.00

01-7416.99	*Site Maintenance*					
		Superintendent	*16*	*$ 75.00*	*$*	*1,200.00*
			15.5	*$ 93.00*	*$*	*1,441.50*
		Leadman	*4.5*	*$ 60.00*	*$*	*270.00*
			8	*$ 75.00*	*$*	*600.00*
		Skilled Laborer	*53.5*	*$ 55.00*	*$*	*2,942.50*
			19.5	*$ 69.00*	*$*	*1,345.50*
		Laborer	*73.5*	*$ 50.00*	*$*	*3,675.00*
			11.5	*$ 62.50*	*$*	*718.75*
		Material			*$*	*-*
01-7419.10	*Refuse Collection & Disposal*				*$*	*2,474.48*
	TOTAL GENERAL REQUIREMENTS				***$***	***55,967.52***
03	***Concrete***					
03-3000.99	*Cast In Place Concrete*					
		Subcontractor			*$*	*47,947.20*
	TOTAL CONCRETE				***$***	***47,947.20***
04	***Masonry***					
04-0500.99	*Masonry*					
		Subcontractor			*$*	*16,055.50*
	TOTAL MASONRY				***$***	***16,055.50***
05	***Metals***					
05-1000.10	*Structural Metal Framing*					
		Subcontractor			*$*	*96,250.00*
	TOTAL METALS				***$***	***96,250.00***
06	***Carpentry***					
06-1000.10	*Carpentry*					
		Subcontractor			*$*	*20,166.40*
	TOTAL CARPENTRY				***$***	***20,166.40***
07	***Thermal & Moisture Protection***					
07-2100.10	*Insulation*					
		Subcontractor			*$*	*10,692.00*
	TOTAL THERMAL & MOISTURE PROTECTION				***$***	***10,692.00***
08	***Openings***					
08-5000.20	*Wood Windows*					
		Subcontractor			*$*	*54,742.00*
	TOTAL OPENINGS				***$***	***54,742.00***
09	***Finishes***					
09-2116.10	*Gypsum Drywall*					
		Subcontractor			*$*	*350,000.00*
09-5100-10	*Acoustical Ceiling Systems*					
		Subcontractor			*$*	*40,000.00*
09-6000.99	*Flooring*					
		Subcontractor			*$*	*4,715.58*
09-9100.10	*Painting*					
		Subcontractor			*$*	*50,000.00*
	TOTAL FINISHES				***$***	***444,715.58***

13	**Special Construction**					
13-3419.10	Pre-Engineered Metal Building					
		Material			$	192.53
		TOTAL SPECIAL CONSTRUCTION			**$**	**192.53**
21	**Fire Suppression**					
21-1300.99	Sprinkler System					
		Subcontractor			$	14,910.00
		TOTAL FIRE SUPPRESSION			**$**	**14,910.00**
22	**Plumbing**					
22-0100.99	Plumbing					
		Subcontractor			$	917.00
		TOTAL PLUMBING			**$**	**917.00**
23	**Mechanical**					
23-0100.99	HVAC					
		Subcontractor			$	75,600.00
		TOTAL MECHANICAL			**$**	**75,600.00**
26	**Electrical**					
26-0500.99	Electrical					
		Subcontractor			$	65,930.00
		TOTAL ELECTRICAL			**$**	**65,930.00**
70	**OTHER USER DEFINED**					
70-1000.20	Equipment Fuel				$	18.27
70-1000.99	Mileage					
		Week of 6/22/20 - BD21	300	$0.535	$	160.50
		Week of 6/29/20 - BD21	360	$0.535	$	192.60
		Week of 7/6/20 - BD21	300	$0.535	$	160.50
		BD4	55	$0.535	$	29.43
		Week of 7/13/20 - BD21	300	$0.535	$	160.50
		BD4	88	$0.535	$	47.08
		Week of 7/20/20 - BD21	360	$0.535	$	192.60
		BD4	34	$0.535	$	18.19
70-1100.99	Estimating Adjustment				$	950.00
70-7000.99	Equipment				$	-
		BD Equipment				
		Office Trailer (mo)	1	$500.00	$	500.00
		Storage Trailer (mo)	1	$160.00	$	160.00
		Skid loader (mo)	1	$1,395.00	$	1,395.00
		All Terrain Lift (mo)	1	$1,390.00	$	1,390.00
		TOTAL OTHER USER DEFINED			**$**	**5,374.67**

INVOICE SUB TOTAL	$	909,460.40
CONTRACTOR FEE	$	36,378.42
TOTAL COMPLETED TO DATE	$	945,838.82
RETAINAGE 5%	$	-
AMOUNT DUE THIS INVOICE	$	945,838.82

Contract Summary:

Construction Budget	*$*	*8,017,122.60*
Approved Changes	*$*	*20,097.42*
Construction Budget to Date	*$*	*8,037,220.02*
Invoiced Amount	*$*	*6,124,825.90*
Remaining Amount	*$*	*1,912,394.12*
Billed Percent		*76%*
RETAINAGE Balance	*$*	*204,929.56*

Approved By:

Name: Jon Mosbarger

Jon Mosbarger, Project Manager

Date: 8/10/2020

Name: Linette Butler

Linette Butler, General Manager

Date: 8/10/2020

Name:

Wilkins ADP

Date: 08/11/2020

Thank you for choosing BD Construction, Inc./Kearney

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
01-3113-70 Safety Director			
19318 Safety Advisers Inc.			
331 Midland Drive			
Council Bluffs IA 51503			
3213	07-19-2020	Safety Visits	203.75
		CSI Total	203.75*
01-4523-20 Geotech services / site invest			
7155 GSI Engineering, LLC			
4503 East 47th Street South			
Wichita KS 67210-1651			
1159	07-09-2020	Concrete Testing/Wilcox	2,433.50
		CSI Total	2,433.50*
01-5113-10 Temporary Electrical			
23223 Wilcox Utilities Dept.			
PO Box 88			
Wilcox NE 68982			
063020	06-30-2020	Acct#25900/Wilcox	6.97
063020a	06-30-2020	Acct#23800/Wilcox	60.89
		CSI Total	67.86*
01-5133-10 Temporary Telephone (Cell Phon			
22041 Verizon Wireless			
PO Box 25505			
Lehigh Valley PA 18002-5505			
9857050064	06-20-2020	Acct#48314205-00002	160.00
		CSI Total	160.00*
01-5136-10 Temporary Water Drinking			
3082 Culligan Water Conditioning			
211 W 19th St			
Kearney NE 68847			
160234-0623	06-23-2020	Water Cooler/Wilcox	15.83
72116-0623	06-23-2020	Water,Cooler,Rental,Salt	24.00
		CSI Total	39.83*

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
01-5213-99 Field Offices and Sheds			
6543 Flatwater Wireless			
PO Box 194			
Ravenna		NE 68869	
070120	07-01-2020	Internet/Wilcox	97.00
		CSI Total	97.00*
01-5219-10 Sanitary Facilities			
3127 Comfy Bowl Inc			
PO Box 274			
Gibbon		NE 68840	
82780	07-06-2020	Porta Pot/Wilcox	179.35
		CSI Total	179.35*
01-7113-10 Mobilization			
4125 Dowhy Towing			
1932 2nd Ave			
Kearney		NE 68845	
20-0520-253	07-13-2020	Moved Telehandler/Wilcox	594.00
		CSI Total	594.00*
01-7419-10 Refuse Collection & Disposal			
19250 South Central Sanitation			
PO Box 40			
Wilcox		NE 68982	
11530	07-03-2020	Roll Off & Landfill/Wilcox	2,474.48
		CSI Total	2,474.48*
03-3000-99 Cast In Place Concrete			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney		NE 68848	
399502	07-20-2020	Draw 8 / Wilcox	47,947.20
		CSI Total	47,947.20*

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
04-2000-99 Unit Masonry			
13371 Masonry Unlimited LLC			
306 East 6th Street			
Kearney NE 68847			
WH/Draw 6	07-20-2020	Draw 6/Wilcox-Hildreth	16,055.50
		CSI Total	16,055.50*
05-1000-10 Structural Metal Framing			
6114 4G Steel Fabrication			
4851 S. 16th Street			
Lincoln NE 68512			
19179-4	07-20-2020	Fabricating/Wilcox-Hildreth	96,250.00
		CSI Total	96,250.00*
06-1000-10 Rough Carpentry			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney NE 68848			
399503	07-20-2020	Draw 9 / Wilcox	20,166.40
		CSI Total	20,166.40*
07-2100-10 Insulation			
19364 Stokes Urethane, Inc			
PO Box 29678			
Lincoln NE 68529-0678			
6464	07-14-2020	Draw 2/Wilcox	10,692.00
		CSI Total	10,692.00*
08-5000-20 Wood Windows			
20252 Tri-County Glass Inc			
PO Box 789			
Kearney NE 68848-0789			
WH/Draw 6	07-20-2020	Draw 6/Wilcox	54,742.00
		CSI Total	54,742.00*

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
09-2116-10 Gypsum Drywall			
9018 Integrity Construction LLC			
PO Box 357			
Axtell NE 68924			
Wilcox/Draw 3	07-19-2020	Draw 3/Wilcox	350,000.00
		CSI Total	350,000.00*
09-5100-10 Acoustical Ceiling Sytems			
20018 T-C Ceilings Inc			
PO Box 879			
Grand Island NE 68802			
Wilcox/Draw 2	07-17-2020	Draw 2/Wilcox	40,000.00
		CSI Total	40,000.00*
09-6000-99 Flooring			
6046 Floors Inc			
PO Box 22877			
Lincoln NE 68542-2877			
08347	07-17-2020	Draw 5/Wilcox-Hildreth	4,715.58
		CSI Total	4,715.58*
09-9100-10 Painting			
11024 Kucera Painting Inc			
1511 East 11th Street			
Kearney NE 68847			
Wilcox/Draw 3	07-20-2020	Draw 3/Wilcox	50,000.00
		CSI Total	50,000.00*
13-3419-10 Pre-Engineering Metal Building			
3206 Ceco Building Systems			
PO Box 841127			
Dallas TX 75284-1127			
17P66798-01	06-12-2020	Rubber Closure/Wilcox	34.99
17P66798-02	06-15-2020	Trim/Wilcox	157.54
		CSI Total	192.53*

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
21-1300-99 Fire Suppresion Sprinkler Syst			
2004 Bamford Inc PO Box 1868 Kearney NE 68848-1868			
WH/Draw 5	07-16-2020	Draw 5/Wilcox-Hildreth	14,910.00
		CSI Total	14,910.00*
22-1000-99 Plumbing Piping and Pumps			
22060 Uden Plumbing and Heating 709 S. Ross Ave. Hastings NE 68901			
4455	06-11-2020	Move Watermain/Wilcox	917.00
		CSI Total	917.00*
23-0100-99 Oper & Maintenance of HVAC Sys			
11027 K-T Heating & Air Inc 234 E J St Hastings NE 68901			
WH/Draw 10	07-20-2020	Draw 10/Wilcox	75,600.00
		CSI Total	75,600.00*
26-0500-99 Common Work Results for Electr			
11342 Kidwell 3333 Folkways Circle Lincoln NE 68504			
158503	07-20-2020	Draw 12/Wilcox-Hildreth	65,930.00
		CSI Total	65,930.00*
70-1000-20 Equipment Fuel			
7065 GSS, Inc dba Fast Phil Plaza PO Box 1565 Kearney NE 68848-1565			
69884	07-02-2020	Equip.Fuel/BD346/Wilcox	18.27
		CSI Total	18.27*

All Invoices

Invoice	Invoice Date	Description	Original Amount
19-02-025 Wilcox Public Schools			
70-1100-99 Estimating Adjustment			
6114 4G Steel Fabrication			
4851 S. 16th Street			
Lincoln		NE 68512	
19179-4	07-20-2020	Fabricating/Wilcox-Hildreth	950.00
		CSI Total	950.00*
Report Totals:			855,336.25*

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 her 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: _____
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 [**NOTE TO BE DELETED:** Update this policy number if your general complaint procedure is numbered differently from 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 format 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 **<u>may</u>** 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 [**NOTE TO BE DELETED:** We recommend 10 calendar days to remain consistent with the other timeframes in the Title IX regulations. However, make sure this timeline is at least as long as any timelines for review or appeal in any general complaint procedure or grievance procedure] 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.

August 12, 2020

Wilcox-Hildreth Board of Education:

This letter is to ask that you recognize the WIlcox-Hildreth Education Association (WHEA) as the official negotiating body for the 2021-2022 calendar year at Wilcox-Hildreth Public School.

Thank you,

Jean L Bunger

Jean Bunger
Head Negotiator WHEA

Wilcox-Hildreth Public School
Rate Schedule for 2019-2020

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-2018	2018-2019	2019-2020
Breakfast								
Students	1.75	1.80	1.85	1.90	1.95	2.00	2.00	2.10
Adults	1.90	1.95	2.00	2.05	2.10	2.15	2.15	2.25
Lunch								
K-6	2.40	2.45	2.50	2.55	2.60	2.65	2.75	2.85
7-12	2.70	2.75	2.80	2.85	2.90	2.95	3.00	3.05
Adults	3.40	3.45	3.50	3.55	3.60	3.65	3.70	3.75
Adult Salad Bar							3.00	3.05
Substitute Teacher Pay								
Single Day	100.00	100.00	105.00	105.00	105.00	105.00	110.00	120.00
Long Term*	130.00	135.00	135.00	140.00	140.00	140.00	140.00	150.00

(*Long Term substitute pay begins with 11th consecutive day in same assignment)

Mileage Current .58

Set by Nebraska Department of Education

Per diem for faculty/coaches/athletes								
Breakfast	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Lunch	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Dinner	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Admission Prices for Games								
Students	3.00	3.00	3.00	3.00	3.00	3.00	4.00	4.00
Adults	4.00	4.00	4.00	4.00	4.00	4.00	5.00	5.00
Activity Passes								
Single Student	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Single Adult	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Family	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Senior Citizen	15.00	15.00	15.00	15.00	NC-Over 65	NC-Over 65	NC-Over 65	NC-Over 65

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

August 17, 2020

To: Wilcox-Hildreth Board of Education
From: Justin Patterson, Superintendent

DISCUSSION ITEMS-

Superintendent's Report:

A. FINANCES

- 86.98% of the budget is spent compared to 86% of the budget in 2019, 90% August 2018 and 74% in August 2017. (100% of the year complete).
- General Fund Cash Balance on July 31 was $1,870,311.53 compared to $3,027,775.67 in 2019, $4,155,677 in 2018, $3.7 million in 2017, and approximately $2.6 million in 2016.
- We should be close to having about $1.5 million in cash balance at the end of the fiscal year. That would be after we pay final bills and transfers out of the GF into DF and NF next week. This compares to $2.5 million last year and $3.2 in 2018, $3.1 million in 2017 and $2.4 in 2016.
- Through August 2020 we have spent $4,894,781.75 compared to $4,692,206.62 last year, $4,821,848 in 2018, $4.3 million in 2017, $4.3 million in 2016, and approximately $4.0 million in 2015. Again, this is primarily due to the construction project.
- Total payroll for 2019-20 is projected to be approximately $3.2 million compared to $3.3 million last year, $3.1 million two years ago, and $2.8 million in 2017. Payroll made up 71% of our budget this year.
- 2020-2021 Valuations are in:

County	**2020-2021**	**2019-2020**	**2018-19**	% Change from last year
Kearney	$143,009,505	$164,437,006	$170,782,346	-13.03
Franklin	$290,280,666	$293,663,537	$289,896,787	-1.15
Phelps	$114,057,815	$114,808,944	$114,906,053	-.65
Harlan	$173,829,562	$181,033,866	$182,419,485	-3.98
Total	$721,177,548	$753,943,353	$758,004,671	-4.35

B. BUILDINGS AND GROUNDS:

- We are officially moved into the west addition.
- Touch up work is still being completed.
- By the end of next week most of the painting should be completed in the North addition.
- At this point in time (8/13) they are still waiting on glass to be delivered and installed in the north addition. This has to happen before the HVAC can be turned on. Once HVAC is turned on we are a minimum of 40 days away from the gymnasium being completed.
- I hope to have numbers ready by Monday's board meeting for the cost difference of concrete and crushed rock for the extra parking area around the gymnasium. BD is looking for work since things are slowing down for them. We might catch a cheaper deal.
- Brad

C. Transportation

- Rick has applied for a grant for replacing an older diesel bus. If awarded this grant we will acquire a new(er) route bus with higher emission ratings. The grant amount would be a max of $42,000. We should find out in the next few weeks if we will be awarded the grant.

D. Cares Act Grant- Due 8/31/20

- We have $27,838 to spend for the Cares Act. This money will be used to pay for the Chromebooks, computer carts and supplies that we have purchased due to Covid.

E. Superintendent Goals for Performance Review

- Last years Goals
  - The superintendent will maintain weekly (or bi-weekly) communication with the Board of Education.
  - The superintendent will maintain accurate financial records of the school district and keep the BOE informed with up to date financial records.
- What changes would you like to make to the superintendent goals?