

## **Agenda**

1. Signature of Notification
2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors
  1. Acknowledge Open Meetings Law
  2. Notice of this meeting was published in the Gering Courier on Thursday, August 13, 2020.
3. Excuse Absent Board Members
4. Consent Agenda
  1. Minutes From Previous Board Meeting
  2. Approval of Claims/Bills
  3. First Reading of Board Policies
  4. Second Reading of Board Policies
  5. Personnel Items
    - i. Contract Approvals
    - ii. Resignations
  6. Recommendation to Appoint Rex Schultze of Perry, Guthery, Hasse & Gessford, P.C., LLC, to assist the Gering Public School District with Certificated Staff Negotiations.
5. Patron Comments
  1. Gering Public Schools Foundation Board
6. Reports and Discussions
  1. Curriculum Committee Report
  2. Facilities Committee Report
  3. Business Committee Report
    - i. Trial Balance Summary
    - ii. Fund Balances
    - iii. Schedule of Investments
    - iv. Financial Statements
  4. Superintendent's Report
7. Action Items
  1. Approval of Agreement between Gering Public Schools and Twin Cities Development related to the construction of a house by the GHS Construction Class.
  2. 404.12 Title IX Sexual Harassment
  3. 404.12R1 Title IX Procedures
  4. 404.12E1 Title IX Reporting Form
  - 5.
  6. 504.24 Title IX Sexual Harassment
  7. 504.24R1 Title IX Procedures
  8. 504.24E1 Title IX Reporting Form
  - 9.
8. Tentative Committee Meeting Dates

9. Board Comments
10. Adjourn

Regular Board of Education Meeting  
Monday, July 20, 2020 6:00 PM  
City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341

1. Signature of Notification

2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

2.1. Acknowledge Open Meetings Law

The Board of Education reserves the right to enter into Executive Session for the protection of the public interest; or the prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.

2.2. Notice of this meeting was published in the Gering Courier on Thursday, July 16, 2020.

3. Excuse Absent Board Members

Motion to excuse Brady Shaul Passed with a motion by Mary Winn and a second by Brian Copsey.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Mary Winn: Yea

4. Consent Agenda

Approval of the Consent Agenda Passed with a motion by Josh Lacy and a second by Brent Holliday.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Mary Winn: Yea

4.1. Minutes From Previous Board Meeting

4.2. Approval of Claims/Bills

4.3. Second Reading of Board Policies

4.3.1. 504.19 Student Fees

4.3.2. 504.20 Bullying Prevention

4.3.3. 1005.3 Parental Involvement in the Schools

4.4. Contract Approvals

#### 4.5. Resignations

4.6. Approve Corporate Resolution for First State Bank

4.7. Approve Corporate Resolution for Platte Valley Bank

4.8. Approve Corporate Resolution for US Bank

4.9. Approve Corporate Resolution for Valley Bank

4.10. Approve Corporate Resolution for Nebraska Liquid Asset Fund

4.11. Approve Corporate Resolution for Wells Fargo Corporate Trust

4.12. Appoint Superintendent Gary Cooper as the Authorized Representative to secure Local, State, and Federal funds for the district.

4.13. Approve Superintendent Gary Cooper or his designee as the Authorized Representative for Gering Public Schools for Local, State, and Federal Programs.

#### 5. Patron Comments

Gering Public Schools parent John Berge addressed the board with concerns surrounding the reopening of schools adding that while he and his wife love the Northfield school and staff, they are full of anxiety. He stated "Last Friday Governor Ricketts and Nebraska Commissioner of Education Blomstedt effectively announced that schools across Nebraska need to fully reopen. Amongst their reasons for the need to reopen, they cited legitimate concerns about the economic impact of keeping schools closed and the social and educational impact to children if they remain isolated from their peers and their professional teachers. I share those concerns and want to return to normalcy as soon as is practical. During their press conference, they did not recommend mandatory mask wearing, but did go on to say that one should wear a mask when in a closed space and in contact with other people. According to the Gering Public Schools website, there are over 1,800 students in the district. I would image maybe a couple hundred more in staff, so a total of 2,000 people in six buildings (counting pre-k) - nearly all of which were constructed 40-50 years ago and have limited ventilation, with exception to the new high school. In my estimation, that rises to the "recommendation" that Commissioner Blomstedt and Governor Ricketts outlined in their presentation last Friday that these children and staff members should be wearing masks. It is my hope that you see it that way too, but go one step further and make mask wearing compensatory. As I'm sure you've read, according to local, state and federal public health officials, masks and social distancing (which would require a massive addition of square footage) are the only effective preventative measures for spreading a virus that is estimated will kill 224,000 people by November 1 - many of them older, many of them my age, and some of them children. It has been said in recent days that if there were widespread mask wearing across the country, the recent outbreak would halt in as little as four to six weeks." Next, Kerri Schnase-Berge reiterated these points indicating that while they would prefer to offer their children the traditional classroom setting, they would not feel comfortable doing so in lieu of masks. Board President B.J. Peters thanked them for their feedback and advised them of an upcoming community forum where plans would be shared. He acknowledged that administrators have worked intensively with local and state health officials to develop reopening guidelines with student and staff safety and well-being being the primary goal.

## 6. Reports and Discussions

### 6.1. Curriculum Committee Report

No committee meeting during the month of July.

### 6.2. Facilities Committee Report

No committee meeting during the month of July.

### 6.3. Business Committee Report

Committee chair Josh Lacy noted approval of accounts payable without any clarifying questions necessary. Brian Copsey had inquired about advance payment for work delayed by COVID. Business manager Tim Meisner advised the committee of a need to move forward and maintain strong relationships with contractors. First Student requested assistance with the purchase of cleaning supplies for buses which Meisner is looking into funding.

#### 6.3.1. Trial Balance Summary

#### 6.3.2. Fund Balances

#### 6.3.3. Schedule of Investments

#### 6.3.4. Financial Statements

### 6.4. Superintendent's Report

Interim Superintendent Gary Cooper noted a tremendous amount of time being invested into pandemic planning over the summer. Last Friday, an open forum was hosted virtually for staff addressing the reopening plan as of now. He jokingly stated the current plan is Revision 233. The meeting was well attended with valuable feedback. A virtual community forum will follow on July 29, 2020 at 6:30 p.m.. Thus far schools have experienced frequent changes in guidance. With this in mind, the district has taken a more cautious approach in not releasing information to maintain trust among stakeholders. At this point in time, our goals and strategies are 95% in place. The district serves approximately 1,800 households who will be impacted by this educational plan. Our team has thoughtfully collaborated on those decisions with the focus of what will be the safest and healthiest plan for our students and staff. Gary Cooper expressed to attendees as a grandparent of seven, he shares their concerns. He added that our teachers want to be able to have in-person learning. Guest Kerri Schnase-Berge asked if parents will have any impact on the plan being shared later this month at the community forum. Gary noted that it will be more informative in nature, but that it is also ever changing based on directive health measures being provided to school districts. He added, "Our team has researched each of these directives extensively, and assessed a variety of scenarios. My goal is to be very transparent and open about this process." Next, Cooper reminded the board of next week's special board meeting on Tuesday, July 28 (12:00 p.m.) where resolutions aligning with the 2020-21 plan need to be reviewed and considered for approval. He provided an update from a recent meeting with the TeamMates mentoring program administrator. The group inquired about whether or not they would be permitted to enter buildings this fall to serve their 23 participants over the lunch hour. Gary stated although proposed protocols do restrict entrance, the program is seen as an extension of our educational unit. As long as safety/health protocols are being followed and advance arrangements are made with building administrators, they would be allowed to mentor students during the yellow/orange risk operational zones. Gary also proposed that the policy committee meet earlier than scheduled (before the next board meeting) to address a number of

policies related to the current adaptations. Mary Winn responded to community guest concerns illustrated earlier by prompting Gary Cooper about the recent addition to our healthcare team to ensure that each building has a fulltime school nurse on staff. Cooper cited CARES Act funding making this possible. Next, Kory Knight shared that staff members were virtually attending this year's PLC summit from GHS this week. One of the topics covered today was equality in education and how that impacts students of all backgrounds. Later this week, instructors and administrators will gather in focus groups to discuss academic planning with three main goals in mind. 1. Cohesive Plan - Keep students safe with guidelines set before us consistently across the district. Internally what does that look like? They are thoughtful in the processes being tailored to fit each building. 2. Plan to go virtual in a moments notice. 3. Supporting our team through professional development for virtual learning. Find what elements worked from this spring, and focus on those in unity.

7. Action Items

8. Tentative Committee Meeting Dates

## **Future Board Meetings**

Second Board Meeting - Tues, July 28 @ 12:00 p.m. (Central Office)

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Regular Board Meeting - Mon, Aug 17 @ 6:00 p.m. (City Council Chambers)

Second Board Meeting - Tues, Aug 25 @ 12:00 p.m. (Central Office)

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## **Tentative Committee Meeting Dates:**

Curriculum Committee -- Thurs, \*\*\*\*\* @ 7:00 a.m. (\*\*\*\*\*)

Facilities Committee -- Thurs, Aug 6 @ 4:30 p.m. (Central Office)

Business Committee -- Mon, Aug 10 @ 4:30 p.m. (Central Office)

Policy Review Committee -- Mon, Aug 24 @ 4:30 p.m. (Central Office)

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NASB Board Forum -- Mon, July 27 @ 6:00 p.m. (Webinar)

9. Board Comments

Mary Winn attended the Zoom staff meeting last Friday, and was impressed with the amount and quality of information presented. The positive staff feedback reinforced the plan. Josh Lacy welcomed our guest attendees, and thanked them for their time. He related to their concerns stating that he also has two school-age children. Mary Winn inquired about when we will more information for parents. Gary Cooper cited a finalized version of the district's plan will be

published in conjunction with the July 29 community forum. Mary added "From what I have seen, I really like the format. It does a great job of addressing every possible issue. I believe it will be informational and hopefully comforting for parents." Cooper noted that Gering Public Schools serves approximately 1,800 households; He is hopeful that the plan will accommodate of the vast majority. Brent Holliday commended John and Kerri Berge for their intestinal fortitude in addressing the school board. Holliday stated "Our world will never be the same. Environmentally, maybe. Culturally, no. As a board and individuals we have adapted in many ways in the midst of this pandemic." He acknowledged that some people wear masks while others don't; Opinions conflict. Holliday reflected on whether the great ones realized the impact they would have on the world - Martin Luther King Jr., Roosevelt, etc. They played an important role in history. Right now, every school board in America is in a position where they will impact lives. They are depending on staff, community, and state leaders for information to develop plans. Looking back in history, every day wasn't easy, but our leaders got up and did their best every day; They put in the hours every day. That is what our staff is doing now. Holliday is hopeful that things will soon become clearer. He assured the community, "We care about your kids. I care about my children and grandchildren who attend Gering Public Schools. We are sending our staff to front lines, and praying we are making the right decisions." Next, Brian Copsy reiterated that we are in this together more than ever. We want to keep everyone safe. He is confident that we have been transparent, and reached out to every entity we can to gather information. Copsy stated that even within his own household there are differing opinions. The time the staff has invested has been remarkable. We will continue to do our best as stewards in the decision making process. President B.J. Peters expressed concern about future of education due to the emotional, divisive and political backlash. He reminded members that the students must remain our focus despite circumstances. The ESU hosts weekly meetings with region Superintendents and PPHD. In closing, B.J. Peters thanked Gary Cooper for his commitment to Gering Public Schools. Scottsbluff superintendent Rick Myles had expressed to Peters a deep appreciation for Cooper's willingness to sit down and discuss the current circumstances as partners. The meeting was adjourned at 6:48 p.m.

10. Adjourn

## Board of Education Special Meeting

Tuesday, July 28, 2020 12:00 PM

District Central Office -- Training Room  
1519 10th Street  
Gering, NE 69341

### 1. Signature of Notification

### 2. Call to Order, Roll Call & Welcome Visitors

#### 2.1. Acknowledge Open Meetings Law

The Board of Education reserves the right to enter into Executive Session for the protection of the public interest; or the prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.

2.2. Notice of this meeting was published in the Star Herald on Friday, July 24, 2020.

### 3. Excuse Absent Board Members

Excuse Josh Lacy Passed with a motion by Brian Copsey and a second by Mary Winn.

Brian Copsey: Yea

Brent Holliday: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

### 4. Personnel Items

#### 4.1. Contract Approval

##### 4.1.1. Melissa Woodson - Gering Junior High, Registered Nurse

Approval of employment contract Passed with a motion by Brent Holliday and a second by Brian Copsey.

Brian Copsey: Yea

Brent Holliday: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

### 5. Reports and Discussions

## 5.1. Superintendent's Report

Superintendent Gary Cooper noted administrative meetings have been taking place within the district. Although Friday, August 14, 2020 is advertised as the first day of school, secondary schedules will need to be altered slightly to accommodate social distancing protocols during student orientations. Communications Director, Jennifer Sibal, will be providing a formal announcement to update families this week. Elementary schools will still start on Friday with a regular day. Kindergarten students always have an early release that first day following the traditional short teacher-parent orientation meeting that takes place after lunch. Preschool will also release at 1:00 p.m. which is typical of previous years. Board president B.J. Peters inquired about elementary summer school. Cooper noted that both Morris and Wiedeman stated that masks have been a non-issue. Students have done a great job of wearing them, but they are also practicing social distancing protocols to allow for mask breaks. Brian Copey asked whether the district had received any staff requests for accommodations. Cooper indicated two had been received, but neither were leave requests. Brent Holliday was curious what today's (updated) risk dial color was. B.J. Peters stated it had dropped slightly. Next, the team discussed Extended Campus Learning. Today's resolution has been given careful consideration to ensure that it fit what we want here at Gering Public Schools in terms of attendance, activity participation, etc. If students opt out of in-person learning, they cannot reenter the school setting until the end of the quarter (elementary) or semester (secondary) dependent on grade level. Cooper explained that NSAA guidelines were used in the determination, and noted that part-time enrolled homeschool students have always been able to. He believes that most athletes will want to be with colleagues, so he doesn't anticipate very many students electing this option. Cooper went on to note "We will likely see students who are concerned about someone in the household who, for example, run cross country or participate in another contact-less activity such as DECA / Speech and want to limit their exposure." Winn inquired about the filing deadline for Extended Campus Learning. Kory Knight, Director of Curriculum, advised that it is Wednesday, August 5. Brent Holliday asked when the options would be communicated to families while Brian Copey was interested in whether or not a reason needed to be given or if it was open to all families. After providing details about tomorrow night's community forum, Jennifer Sibal added "Circumstances can constitute an administrator moving a student back to in-person learning if the student is not doing well in the distance learning environment." Brent Holliday noted that other districts in our area are taking very similar approaches which provides unity. Cooper stated "We are doing an amazing job across the state in getting as close to what everyone expects to see in accordance with the guidance provided by public health officials. The theme has almost felt like 'Mission Impossible,' but we always find a way to get the mission accomplished so we can continue providing our students with a great education. I am confident with the team I work with. There are big questions, and we will have that all year. It is my hope everyone settles in, and we can manage the virus so there is continuity." In response, B.J. Peters highlighted fall sports and the recent football game cancellation. "If everyone plays a full schedule it will be a miracle," he said. Peters then advised the board of a recent custodial training hosted by ESU13 which 70 custodians from 15 school districts had attended. Gering Public Schools has 2 electrostatic foggers on hand with 4 more on the way. We also have uv lights that will be setup at night to kill everything in a locker room, for example. Peters noted "There a difference between cleaning and disinfecting." Cooper indicated that elementary parents are seemingly more concerned, so hand hygiene will be crucial. Referring to his past experiences in facilities management, Cooper acknowledged that while desks and other surfaces must be regularly sanitized, clean hands will

be the most effective measure in controlling the spread of germs. In follow-up to discussion at the regular board meeting, Cooper advised the school board that First Student has applied for federal aid to help with the cleaning of buses. Business Manager Tim Meisner stated that the district will be reimbursed for the supplies purchased thus far.

## 5.2. Director of Curriculum

Curriculum Director Kory Knight recapped recent collaboration with teachers. Academic focus groups were selected for representation across the board at each building per subject area. With this, she met with 16-18 teachers at those meetings where they expressed an appreciation for the opportunity to express their ideas and illustrate different components to the current planning. Through staff and parent surveys, the district discovered that learning management systems had been over complicated during the spring closure. A structure will be put in place to minimize the number of online tools. Students will utilize the applications set forth in the plan within the traditional in-person classroom setting to ensure ease of access and understanding if public health mandates closure. Extended campus learning may be condensed slightly, so that students are not spending 8 hours / day online. There will, however, be schedules requiring student check-in at designated times for attendance and teacher engagement purposes. Staff will be receiving in-depth technology training as part of this year's teacher in-services. Student assessments will take place early this early to identify unfinished learning goals. Virtual learners will be proctored. A final draft will be presented at tomorrow night's meeting.

## 6. Action Items

6.1. Discuss, consider, and take all necessary action regarding COVID-19 reopening resolution.

Approval of COVID-19 reopening resolution Passed with a motion by Mary Winn and a second by Brent Holliday.

Brian Copsey: Yea  
Brent Holliday: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

6.2. Discuss, consider, and take all necessary action regarding amendment of Valley Alternative Learning Transitioning School bylaws.

Amendment of VALTS bylaws Passed with a motion by Mary Winn and a second by Brian Copsey.

Brian Copsey: Yea  
Brent Holliday: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

6.3. Discuss, consider, and take all necessary action regarding amended VALTS interlocal cooperative agreement.

Motion to approve amended VALTS interlocal cooperative agreement Passed with a motion by Mary Winn and a second by Brian Copsey.

Brian Copsey: Yea

Brent Holliday: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

7. Adjourn

Meeting was adjourned at 1:14 p.m.

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: FSB-Act

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 500863858

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
Bank Name: FSB-Act			Bank Account: 500863858				
8638	07/09/2020	1287	Prairie Florist & Gifts	10675	05.2.5050.0980.2.01.21	Sympathy Bouquet for Rocky (Death of Brother) -	\$30.00
8638	07/09/2020	1287	Prairie Florist & Gifts	10676	05.2.5120.0980.2.01.21	Floral Silk Stage Pieces	\$40.00
8638	07/09/2020	1287	Prairie Florist & Gifts	10676	05.2.5120.0980.2.01.21	Sunflowers for Graduation	\$280.00
Check Total:							\$350.00
8639	07/23/2020	1299	JENSEN PUBLISHING	HUSKERLAND	05.2.2415.0980.2.01.17	Subscription renewal for Huskerland magazine	\$35.00
Check Total:							\$35.00
8640	07/23/2020	1299	Logoz LLC	12239	05.2.6105.0530.2.01.17	Softball catchers gear	\$350.00
8640	07/23/2020	1299	Logoz LLC	12363	05.2.6105.0530.2.01.17	Softball - Easton ghost advanced	\$800.00
8640	07/23/2020	1299	Logoz LLC	12873	05.2.8021.0980.2.01.17	Cheer uniforms and clothing	\$204.00
Check Total:							\$1,354.00
8641	07/23/2020	1299	Mccook High School	GERING-TEAM CAMP	05.2.8013.0980.2.01.17	Team camp	\$100.00
Check Total:							\$100.00
8642	07/30/2020	1302	VISA	VISA.KOSKI 203188	05.2.2415.0630.2.01.17	Nebraska Coaches Association renewals	\$1,015.00
8642	07/30/2020	1302	VISA	VISA.KOSKI 203188	05.2.8013.0980.2.01.17	NEX Team subscription renewal	\$179.99
Check Total:							\$1,194.99
8643	07/30/2020	1302	WILLIAMS, HOLLIE	Reimbursement	05.2.8033.0980.2.01.17	Dance mix music for dance team	\$187.00
Check Total:							\$187.00
Bank Total:							\$3,220.99

# Gering Public Schools

## Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Fiscal Year: 2019-2020

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
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## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
Bank Name: PVNB- General			Bank Account: 149321				
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1136.0344.1.00.06	NORTHFIELD INTERNET	\$262.16
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1136.0344.1.00.06	GEIL INTERNET	\$262.16
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1136.0344.1.00.06	LINCOLN INTERNET	\$262.16
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1136.0344.2.00.06	HIGH SCHOOL INTERNET	\$1,066.49
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1136.0344.2.00.06	JUNIOR HIGH INTERNET	\$262.16
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.1290.0382.1.09.99	PRESCHOOL TELEPHONE - SPED 25%	\$19.93
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.1.04.14	PRESCHOOL TELEPHONE - GENERAL 75%	\$59.79
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.1.04.14	LINCOLN TELEPHONE	\$988.19
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.1.05.15	NORTHFIELD TELEPHONE	\$348.84
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.1.06.16	GEIL TELEPHONE	\$367.32
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.2.01.21	HIGH SCHOOL TELEPHONE	\$778.00
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2410.0342.2.02.22	JUNIOR HIGH TELEPHONE	\$528.91
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2510.0342.1.00.00	ADMIN TELEPHONE	\$358.26
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2510.0342.1.00.00	ADMIN INTERNET	\$262.16
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2510.0342.2.00.00	LONG DISTANCE - DISTRICT	\$45.20
203195	07/09/2020	1290	Allo Communications	3826 06/24/2020	01.2.2510.0342.2.00.00	WAREHOUSE TELEPHONE	\$58.33
Check Total:							\$5,930.06
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2410.0315.1.04.14	COPIER OVERAGE - LINCOLN	\$9.31
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2410.0315.1.05.15	COPIER OVERAGE - NORTHFIELD	\$14.91
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2410.0315.1.06.16	COPIER OVERAGE - GEIL	\$231.14
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2410.0315.2.01.21	COPIER OVERAGE - HIGH SCHOOL	\$182.56
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2410.0315.2.02.22	COPIER OVERAGE - JUNIOR HIGH	\$17.18

## Gering Public Schools

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Voucher Range: -

Dollar Limit: \$0.00

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Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203196	07/09/2020	1290	Capital Business Sytems, Inc.	985971	01.2.2510.0315.2.00.00	COPIER OVRAGE - CENTRAL OFFICE	\$45.72
Check Total:							\$500.82
203197	07/09/2020	1290	Charter Communications	0147823070120	01.2.1136.0344.1.00.06	INTERNET	\$67.50
203197	07/09/2020	1290	Charter Communications	0147823070120	01.2.1136.0344.2.00.06	INTERNET	\$67.50
Check Total:							\$135.00
203198	07/09/2020	1290	City Of Gering	200.000.300.100 6/25	01.2.2610.0322.1.06.00	GEIL - EL/DM/RC	\$1,978.06
203198	07/09/2020	1290	City Of Gering	200.000.300.100 6/25	01.2.2610.0322.1.06.00	GEIL - SS/SW/WA	\$303.94
203198	07/09/2020	1290	City Of Gering	200.000.300.100 6/25	01.2.2610.0340.1.00.00	GEIL - SA/SL	\$327.66
203198	07/09/2020	1290	City Of Gering	26093001 06/29/2020	01.2.2610.0322.2.02.00	JR HIGH - EL/DM/RC	\$6,873.65
203198	07/09/2020	1290	City Of Gering	26093001 06/29/2020	01.2.2610.0323.2.02.00	JR HIGH - SA	\$972.80
203198	07/09/2020	1290	City Of Gering	26093001 06/29/2020	01.2.2610.0323.2.02.00	JR HIGH - WA/SS/SW	\$502.18
203198	07/09/2020	1290	City Of Gering	26095001 06/29/2020	01.2.2610.0322.1.00.00	STADIUM/TECH BLDG -	\$489.93
203198	07/09/2020	1290	City Of Gering	26095001 06/29/2020	01.2.2610.0322.2.00.00	STADIUM/TECH BLDG -	\$489.92
203198	07/09/2020	1290	City Of Gering	3400.4501 06/29/2020	01.2.2610.0322.2.01.00	HIGH SCHOOL - EL FOR	\$105.47
203198	07/09/2020	1290	City Of Gering	3400.4501 06/29/2020	01.2.2610.0323.2.01.00	HIGH SCHOOL - VO TECH BLDG	\$16.75
203198	07/09/2020	1290	City Of Gering	5803.5209.5412 06/29	01.2.2610.0112.1.00.00	ADMIN -	\$332.59
203198	07/09/2020	1290	City Of Gering	5803.5209.5412 06/29	01.2.2610.0322.1.00.00	ADMIN - EL (1525 10TH STREET)	\$147.68
203198	07/09/2020	1290	City Of Gering	5803.5209.5412 06/29	01.2.2610.0340.1.00.00	ADMIN - EL (1523 10TH STREET)	\$41.79
203198	07/09/2020	1290	City Of Gering	6000.5000.3500 6/29	01.2.2610.0322.2.01.00	HIGH SCHOOL - EL/DM/RC	\$17,012.70
203198	07/09/2020	1290	City Of Gering	6000.5000.3500 6/29	01.2.2610.0323.2.01.00	HIGH SCHOOL - SW/SS/WA	\$218.72
203198	07/09/2020	1290	City Of Gering	6000.5000.3500 6/29	01.2.2610.0340.2.00.00	HIGH SCHOOL - SA	\$1,398.30
203198	07/09/2020	1290	City Of Gering	6062101 06/29/2020	01.2.2610.0322.1.00.00	WAREHOUSE - EL	\$343.68
203198	07/09/2020	1290	City Of Gering	7021202 06/29/2020	01.2.2610.0322.1.04.00	LINCOLN - EL/DM/RC	\$3,517.29
203198	07/09/2020	1290	City Of Gering	7021202 06/29/2020	01.2.2610.0323.1.04.00	LINCOLN - SW/SS/WA	\$250.65
203198	07/09/2020	1290	City Of Gering	7021202 06/29/2020	01.2.2610.0340.1.00.00	LINCOLN - SA	\$608.00
203198	07/09/2020	1290	City Of Gering	7500.8000 06/29/2020	01.2.2610.0322.1.05.00	NORTHFIELD - EL/DM/RC	\$1,345.92

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount	
203198	07/09/2020	1290	City Of Gering	7500.8000 06/29/2020	01.2.2610.0323.1.05.00	NORTHFIELD - SW/SS/WA	\$325.41	
203198	07/09/2020	1290	City Of Gering	7500.8000 06/29/2020	01.2.2610.0340.1.00.00	NORTHFIELD - SA	\$608.00	
							Check Total:	\$38,211.09
203199	07/09/2020	1290	Verizon Wireless	9857749221	01.2.1136.0342.1.00.06	TECH PHONE	\$20.01	
203199	07/09/2020	1290	Verizon Wireless	9857749221	01.2.1136.0342.2.00.06	TECH PHONE	\$20.00	
							Check Total:	\$40.01
203200	07/09/2020	1290	WEX BANK	66061456	01.2.2751.0336.1.00.00	DISTRICT FUEL FOR JUNE 2020	\$351.68	
203200	07/09/2020	1290	WEX BANK	66061456	01.2.2751.0336.2.00.00	DISTRICT FUEL FOR JUNE 2020	\$351.68	
							Check Total:	\$703.36
203201	07/21/2020	1293	CDW GOVERNMENT, INC.	ZGT1273	01.2.1136.0460.1.00.06	CISCO DIRECT	\$20,031.20	
203201	07/21/2020	1293	CDW GOVERNMENT, INC.	ZGT1273	01.2.1136.0460.2.00.06	CISCO DIRECT	\$20,031.20	
							Check Total:	\$40,062.40
203202	07/22/2020		Gering Public Schools	V495586	01.4.0000.0070.0.00.00	Bond Fund	\$36,630.76	
							Check Total:	\$36,630.76
203203	07/23/2020	1298	Capital Business Sytems, Inc.	997433	01.2.2410.0315.1.06.16	OLVERAGE FEE	\$5.60	
							Check Total:	\$5.60
203204	07/23/2020	1298	COOPER, GARY	CONSULTING FEES	01.2.2310.0318.1.00.01	04/22/20 THROUGH 06/30/20 ONSITE	\$3,640.00	
203204	07/23/2020	1298	COOPER, GARY	CONSULTING FEES	01.2.2310.0318.2.00.01	04/22/20 THROUGH 06/30/20 ONSITE	\$3,640.00	
							Check Total:	\$7,280.00
203205	07/23/2020	1298	Twin Cities Development Assoc.	8311	01.2.2310.0318.1.00.01	AUGUST RENT - GARY	\$950.00	
							Check Total:	\$950.00
203206	07/23/2020	1298	US Post Office	Mailing Fee.	01.2.2410.0341.2.01.21	ANNUAL MAILING FEE	\$240.00	
							Check Total:	\$240.00
203207	07/29/2020	1300	US Post Office	BULK.MAIL	01.2.2410.0341.2.01.21	BULK MAILING FEE	\$97.72	
							Check Total:	\$97.72
203208	07/30/2020	1301	Black Hills Energy	7913648248 07/21/20	01.2.2610.0321.2.01.00	METERED GAS - VO TECH BLDG	\$30.96	
203208	07/30/2020	1301	Black Hills Energy	9670576170 07/21/20	01.2.2610.0321.2.01.00	METERED GAS - HIGH	\$797.45	

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PNVB- General

Date Range: 07/01/2020 - 07/31/2020

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Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203208	07/30/2020	1301	Black Hills Energy	9675064681 07/21/20	01.2.2610.0321.1.00.00	METERED GAS - TECH BLDG	\$20.93
203208	07/30/2020	1301	Black Hills Energy	9675064681 07/21/20	01.2.2610.0321.2.00.00	MATERED GAS - TECH BLDG	\$20.93
203208	07/30/2020	1301	Black Hills Energy	9676319409 07/21/20	01.2.2610.0321.1.00.00	METERED GAS -	\$63.99
203208	07/30/2020	1301	Black Hills Energy	9676319409 07/21/20	01.2.2610.0321.2.00.00	METERED GAS -	\$63.99
203208	07/30/2020	1301	Black Hills Energy	9677004195 07/21/20	01.2.2610.0321.2.02.00	METERED GAS - JUNIOR	\$262.51
203208	07/30/2020	1301	Black Hills Energy	9679994423 07/21/20	01.2.2610.0321.1.06.00	METERED GAS - GEIL	\$188.48
203208	07/30/2020	1301	Black Hills Energy	9680843900 07/21/20	01.2.2610.0321.1.05.00	METERED GAS -	\$188.48
203208	07/30/2020	1301	Black Hills Energy	9681655110 07/21/20	01.2.2610.0321.2.01.00	METERED GAS - HIGH SCHOOL CAFETERIA	\$112.11
203208	07/30/2020	1301	Black Hills Energy	9759129006 07/21/20	01.2.2610.0321.1.04.00	METERED GAS - LINCOLN	\$123.02
Check Total:							\$1,872.85
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2410.0315.1.04.14	COPIER - LINCOLN	\$267.36
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2410.0315.1.05.15	COPIER - NORTHFIELD	\$244.59
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2410.0315.1.06.16	COPIER - GEIL	\$257.03
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2410.0315.2.01.21	COPIER - HIGH SCHOOL	\$533.44
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2410.0315.2.02.22	COPIER - JUNIOR HIGH	\$408.15
203209	07/30/2020	1301	CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	27460118	01.2.2510.0315.2.00.00	COPIER - CENTRAL OFFICE	\$331.22
Check Total:							\$2,041.79
203210	07/30/2020	1301	Capital Business Sytems, Inc.	997893	01.2.2410.0315.1.06.16	OVERAGE - GEIL	\$6.05
Check Total:							\$6.05
203211	07/30/2020	1301	First Student	11673708	01.2.2750.0676.0.00.00	REGULAR ROUTES 3/17/20 THROUGH 3/31/20	\$26,168.90
Check Total:							\$26,168.90
203212	07/30/2020	1301	WEX BANK	66582598	01.2.2751.0336.1.00.00	DISTRICT FUEL FOR JULY 2020	\$364.31
203212	07/30/2020	1301	WEX BANK	66582598	01.2.2751.0336.2.00.00	DISTRICT FUEL FOR JULY 2020	\$364.31
Check Total:							\$728.62

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203213	07/30/2020	1303	VISA	VISA.COOPER 203210	01.2.2310.0350.1.00.01	VistaPrint 06/19/2020: Business Cards, Cooper	\$40.14
203213	07/30/2020	1303	VISA	VISA.COOPER 203210	01.2.2310.0350.2.00.01	VistaPrint 06/19/2020: Business Cards, Cooper	\$40.14
203213	07/30/2020	1303	VISA	VISA.MARTIN 203080	01.2.2212.0419.2.00.02	Typesy EDU 1-year subscription May 26, 2020	\$226.98
203213	07/30/2020	1303	VISA	VISA.SCHNEIDER.CRED 1	01.2.1130.0530.2.01.21	GRAINGER - CREDIT	(\$83.49)
203213	07/30/2020	1303	VISA	VISA.SCHNEIDER20304 3	01.2.2410.0530.2.01.21	Desktop Sneeze Guard 24"W X 32"H for Front Office	\$197.98
203213	07/30/2020	1303	VISA	VISA.SCHNEIDER20304 4	01.2.2410.0530.2.01.21	HeatMax 30X30 Freestanding Sneeze Guard	\$127.55
203213	07/30/2020	1303	VISA	VISA0275.STSERV	01.2.4216.0410.1.00.00	THERMOMETERS AND VARIOUS COVID RELATED	\$2,501.20
203213	07/30/2020	1303	VISA	VISA0291.STSERV	01.2.4216.0410.1.00.00	MASKS, GLOVES, VARIOUS COVID RELATED PURCHASES	\$1,422.88
Check Total:							\$4,473.38
203214	07/30/2020	1304	VISA	VISA.ALL 7/30/2020	01.2.2510.0690.1.00.00	VISA - PAYING ALL WHO HAVE NOT TURNED IN POs	\$5,859.35
Check Total:							\$5,859.35
203215	07/31/2020	1305	21st Century Equipment, LLC	P81761	01.2.2750.0337.1.00.00	ROLLER WHEEL AND CASTER WHEEL FOR THE NEW	\$90.48
Check Total:							\$90.48
203216	07/31/2020	1305	AMPLIFIED IT	21435	01.2.4216.0410.1.00.00	LittleSIS - GOOGLE CLASSROOM MANAGEMENT	\$1,000.00
Check Total:							\$1,000.00
203217	07/31/2020	1305	Awards Unlimited	475356	01.2.1130.0313.2.01.21	Val & Sal Awards - Invoice #475356	\$363.61
Check Total:							\$363.61
203218	07/31/2020	1305	Blick Art Materials	4065390	01.2.2610.0409.1.00.00	Rulers, palette and mics supplies for district stock	\$157.68
Check Total:							\$157.68

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

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Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203219	07/31/2020	1305	BLUFFS FACILITY SOLUTIONS	409681	01.2.2610.0410.1.00.00	Cleaning at central june 2020	\$350.00
203219	07/31/2020	1305	BLUFFS FACILITY SOLUTIONS	409682	01.2.2610.0410.1.04.00	pt cleaning at Lincoln june 2020	\$1,650.00
203219	07/31/2020	1305	BLUFFS FACILITY SOLUTIONS	409683	01.2.2610.0410.1.04.00	cleaning ft at lincoln june 2020	\$3,325.00
203219	07/31/2020	1305	BLUFFS FACILITY SOLUTIONS	409683	01.2.2610.0410.2.01.00	Ft cleaner at the Jh june 2020	\$3,325.00
Check Total:							\$8,650.00
203220	07/31/2020	1305	BrightBytes	F-001007828	01.2.2212.0690.1.00.02	Other Expenses/Learning Outcomes/Track Apps and	\$3,150.00
Check Total:							\$3,150.00
203221	07/31/2020	1305	City Of Gering	118218	01.2.2610.0410.1.00.00	Invoice 118218	\$118.56
203221	07/31/2020	1305	City Of Gering	191127	01.2.2610.0410.1.05.00	junk from Northfield that went to the dump	\$65.06
Check Total:							\$183.62
203222	07/31/2020	1305	Culligan of Scottsbluff	142687 06/23/2020	01.2.2610.0410.1.00.00	Rental for the water cooler in the warehouse	\$29.55
203222	07/31/2020	1305	Culligan of Scottsbluff	25355	01.2.2610.0410.1.00.00	ADMIN - 5 GAL WATER DELIVERED	\$15.00
203222	07/31/2020	1305	Culligan of Scottsbluff	25355	01.2.2610.0410.1.00.00	ADMIN - DELIVERY/SERVICE FEE	\$2.50
203222	07/31/2020	1305	Culligan of Scottsbluff	25355	01.2.2610.0410.1.00.00	ADMIN - RENT COLD & ROOM TEMP COOLER FROM	\$8.00
203222	07/31/2020	1305	Culligan of Scottsbluff	25428	01.2.2610.0410.1.00.00	ADMIN - 5 GAL WATERE DELIVERED	\$7.50
203222	07/31/2020	1305	Culligan of Scottsbluff	25428	01.2.2610.0410.1.00.00	ADMIN - DELIVERY/SERVICE FEE	\$2.50
203222	07/31/2020	1305	Culligan of Scottsbluff	25501	01.2.2610.0410.1.00.00	ADMIN - 5 GAL WATER DELIVERED	\$7.50

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203222	07/31/2020	1305	Culligan of Scottsbluff	25501	01.2.2610.0410.1.00.00	ADMIN - DELIVERY/SERVICE FEE	\$2.50
Check Total:							\$75.05
203223	07/31/2020	1305	DAS State Accounting - Central Finance	1226490	01.2.1136.0344.1.00.06	INTERNET	\$114.66
203223	07/31/2020	1305	DAS State Accounting - Central Finance	1226490	01.2.1136.0344.2.00.06	INTERNET	\$114.66
Check Total:							\$229.32
203224	07/31/2020	1305	Decker Equipment	349811	01.2.2610.0410.1.00.00	Signs for cafe and brackets and posts	\$356.05
203224	07/31/2020	1305	Decker Equipment	349811	01.2.2610.0410.1.00.00	post kit for credit	(\$75.90)
203224	07/31/2020	1305	Decker Equipment	349811	01.2.2610.0410.1.00.00	Credit brackets	(\$93.00)
Check Total:							\$187.15
203225	07/31/2020	1305	Dennis Supply Co. - Sb	SB01190310-001	01.2.2610.0409.1.00.00	pleated filters and glassfloss roll filters for	\$462.04
Check Total:							\$462.04
203226	07/31/2020	1305	Esu #13 _5760	CONSORTIUM 06/30/202	01.2.1136.0496.1.00.06	CONSORTIUM SERVICES FOR JUNE 2020	\$941.17
203226	07/31/2020	1305	Esu #13 _5760	CONSORTIUM 06/30/202	01.2.1136.0496.2.00.06	CONSORTIUM SERVICES FOR JUNE 2020	\$941.16
203226	07/31/2020	1305	Esu #13 _5760	OVERDRIVE 2020	01.2.2222.0430.1.04.03	ELEMENTARY LIBRARY - LINCOLN	\$110.17
203226	07/31/2020	1305	Esu #13 _5760	OVERDRIVE 2020	01.2.2222.0430.1.05.03	ELEMENTARY LIBRARY - NORTHFIELD	\$110.17
203226	07/31/2020	1305	Esu #13 _5760	OVERDRIVE 2020	01.2.2222.0430.1.06.03	ELEMENTARY LIBRARY -	\$110.16
203226	07/31/2020	1305	Esu #13 _5760	OVERDRIVE 2020	01.2.2222.0430.2.01.21	HIGH SCHOOL LIBRARY	\$306.50
203226	07/31/2020	1305	Esu #13 _5760	OVERDRIVE 2020	01.2.2222.0430.2.02.03	JUNIOR HIGH LIBRARY	\$258.50
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.1230.0370.1.09.99	ESU 06/2020 Bill. Annual SRS Billing	\$4,769.91
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.1250.0324.1.00.99	ESU 06/2020 Bill. Sped Inservice & Supervision -	\$194.35

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

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Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.1250.0324.2.00.99	ESU 06/2020 Bill. Sped Inservices & Supervision -	\$194.35
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.1250.0370.1.00.99	ESU 06/2020 Bill. Meridian/Lifelinks Services	\$29,137.00
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.2161.0324.2.00.00	ESU 06/2020 Bill. OT Services & Supervision -	\$202.59
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.2171.0324.1.00.00	ESU 06/2020 Bill. PT Services & Supervision -	\$36.29
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.2171.0324.2.00.00	ESU 06/2020 Bill. PT Services & Supervision -	\$187.49
203226	07/31/2020	1305	Esu #13 _5760	SPEDSERVIC 06/2020	01.2.2760.0331.1.00.99	ESU 06/2020 Bill. Transportation Services	\$748.00
203226	07/31/2020	1305	Esu #13 _5760	VALTS 06/30/2020	01.2.1131.0318.2.00.00	VALTS PARTICIPATION FOR 3RD QUARTER 2019-2020	\$29,584.00
Check Total:							\$67,831.81
203227	07/31/2020	1305	ESU COORDINATING COUNCIL	COOP001484	01.2.2222.0430.1.04.03	755 World Book Power Pack for Grades K-5 5/1/2020	\$148.09
203227	07/31/2020	1305	ESU COORDINATING COUNCIL	COOP001484	01.2.2222.0430.1.05.03	755 World Book Power Pack for Grades K-5 5/1/2020	\$148.68
203227	07/31/2020	1305	ESU COORDINATING COUNCIL	COOP001484	01.2.2222.0430.1.06.03	755 World Book Power Pack for Grades K-5 5/1/2020	\$148.68
203227	07/31/2020	1305	ESU COORDINATING COUNCIL	COOP001484	01.2.2222.0430.2.02.03	420 World Book Power Pack for Grades 6-8 5/1/2020	\$247.80
Check Total:							\$693.25
203228	07/31/2020	1305	Follett School Solutions, Inc.	687266	01.2.2222.0430.1.04.03	Follett: Library Order-Lincoln	\$1,224.52
203228	07/31/2020	1305	Follett School Solutions, Inc.	687266	01.2.2222.0430.1.05.03	Follett: Library Order-Northfield	\$1,224.52
203228	07/31/2020	1305	Follett School Solutions, Inc.	687266	01.2.2222.0430.1.06.03	Follett: Library Order-Geil	\$1,224.53
Check Total:							\$3,673.57

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

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Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203229	07/31/2020	1305	Frank Parts Company	519924	01.2.2610.0410.2.01.00	clutch pilot bearing for the HS	\$20.54
203229	07/31/2020	1305	Frank Parts Company	519972	01.2.2610.0409.1.00.00	white lithium battery for district stock	\$6.98
Check Total:							\$27.52
203230	07/31/2020	1305	Gering Courier	136730-0507	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$88.75
203230	07/31/2020	1305	Gering Courier	136730-0507	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$88.75
203230	07/31/2020	1305	Gering Courier	142156-0514	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$5.20
203230	07/31/2020	1305	Gering Courier	142156-0514	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$5.20
203230	07/31/2020	1305	Gering Courier	146242	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$6.00
203230	07/31/2020	1305	Gering Courier	146242	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$6.00
203230	07/31/2020	1305	Gering Courier	14636	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$94.80
203230	07/31/2020	1305	Gering Courier	14636	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$94.80
203230	07/31/2020	1305	Gering Courier	148919	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$5.80
203230	07/31/2020	1305	Gering Courier	148919	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$5.80
Check Total:							\$401.10
203231	07/31/2020	1305	Hi Performance Car Wash-Blt, Inc.	22654	01.2.2610.0409.1.00.00	carwashes in the district	\$15.73
Check Total:							\$15.73
203232	07/31/2020	1305	Hillyard/Sioux Falls	603941789	01.2.2610.0409.1.00.00	rags for the district stock	\$168.73
203232	07/31/2020	1305	Hillyard/Sioux Falls	603943412	01.2.4216.0410.1.00.00	Surgical masks for the district stock	\$1,518.50
Check Total:							\$1,687.23
203233	07/31/2020	1305	Innovative Office Solutions	IN3009788	01.2.2610.0410.2.02.00	Chairs for the JH for the coop 2020	\$1,301.00
203233	07/31/2020	1305	Innovative Office Solutions	IN3016213	01.2.2610.0409.1.00.00	calendars, chairmats key tags, teaspoons, forks	\$3,908.79
Check Total:							\$5,209.79
203234	07/31/2020	1305	Johnson Cashway _8920	237952	01.2.2610.0410.1.05.00	Screws and above are bolts for NF	\$8.10
203234	07/31/2020	1305	Johnson Cashway _8920	237964	01.2.2610.0410.1.00.00	lightbulbs for shop	\$12.58

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203234	07/31/2020	1305	Johnson Cashway _8920	238079	01.2.2610.0410.1.00.00	Screws for maint	\$4.92
203234	07/31/2020	1305	Johnson Cashway _8920	238158	01.2.2610.0410.1.06.00	paint angle brush and ace roller covers for the 2020	\$124.98
203234	07/31/2020	1305	Johnson Cashway _8920	238190	01.2.2610.0410.1.06.00	paint for Geil	\$67.98
203234	07/31/2020	1305	Johnson Cashway _8920	238207	01.2.2610.0410.1.06.00	Suppliesangle brushes for the painters at Geil 2020	\$7.19
203234	07/31/2020	1305	Johnson Cashway _8920	238216	01.2.2610.0410.1.06.00	Painter tool and sandsponge for the painters at Geil	\$22.46
203234	07/31/2020	1305	Johnson Cashway _8920	238226	01.2.2610.0410.1.04.00	brush set for Lincoln	\$4.97
203234	07/31/2020	1305	Johnson Cashway _8920	238243	01.2.2610.0410.1.06.00	wire brush scraper for the painters at Geil	\$5.93
203234	07/31/2020	1305	Johnson Cashway _8920	238271	01.2.2610.0410.1.06.00	sandpaper and sandblock for Geil for 2020 painters	\$19.59
203234	07/31/2020	1305	Johnson Cashway _8920	238273	01.2.2610.0410.1.05.00	2x4x8 for Northfield	\$9.18
203234	07/31/2020	1305	Johnson Cashway _8920	238277	01.2.2610.0410.1.00.00	stripper paint for maint	\$8.99
203234	07/31/2020	1305	Johnson Cashway _8920	238319	01.2.2610.0410.1.06.00	roller frames for the 2020 painters at Geil	\$4.13
203234	07/31/2020	1305	Johnson Cashway _8920	238427	01.2.2610.0410.1.00.00	sander sandpaper and extension cord for maint	\$56.11
203234	07/31/2020	1305	Johnson Cashway _8920	238654	01.2.2610.0409.1.00.00	bushing nylon for district stock	\$6.99
Check Total:							\$364.10
203235	07/31/2020	1305	JourneyEd.com Inc.	10380639	01.2.1136.0460.1.00.06	Annual Adobe CC renewal 400 Lic	\$1,000.00
203235	07/31/2020	1305	JourneyEd.com Inc.	10380639	01.2.1136.0460.2.00.06	Annual Adobe CC renewal 400 Lic	\$1,000.00
Check Total:							\$2,000.00
203236	07/31/2020	1305	Logoz LLC	12910	01.2.2410.0410.1.06.16	T-Shirts	\$153.00
Check Total:							\$153.00
203237	07/31/2020	1305	McGraw Hill LLC	112893089001	01.2.2212.0413.2.00.02	Zoology/Quote Date 1/31/2020	\$3,510.00

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
Check Total:							\$3,510.00
203238	07/31/2020	1305	Menards	14890	01.2.2610.0409.1.00.00	hex bolts, flat washers and locknuts for district stock	\$72.91
203238	07/31/2020	1305	Menards	15148	01.2.2610.0410.1.05.00	smartside oc for Nf	\$384.93
203238	07/31/2020	1305	Menards	15148	01.2.2610.0410.2.02.00	caulk gun and liquid nails	\$22.85
203238	07/31/2020	1305	Menards	15153	01.2.2610.0410.1.00.00	misc for maint - RETURNS	(\$384.93)
203238	07/31/2020	1305	Menards	15216	01.2.2610.0410.1.05.00	quality board, 1x4 siding and textured for the shed at	\$336.53
203238	07/31/2020	1305	Menards	15284	01.2.2610.0410.1.04.00	Lightbulbs for lincoln	\$35.84
203238	07/31/2020	1305	Menards	15619	01.2.2610.0410.1.00.00	utility bucket, squeegee window washer, squeegee,	\$188.49
Check Total:							\$656.62
203239	07/31/2020	1305	Nebraska Safety & Fire Equipment Inc.	52849	01.2.2610.0410.2.01.00	battery for the wood shop at the HS	\$125.00
203239	07/31/2020	1305	Nebraska Safety & Fire Equipment Inc.	98623	01.2.2610.0410.2.01.00	Yearly fire alarm system inspection in the wood shop	\$748.00
Check Total:							\$873.00
203240	07/31/2020	1305	Newberry, Lionel	INTERNET08/19-07/20	01.2.1136.0344.1.00.06	INTERNET Aug2019 : July2020	\$288.00
203240	07/31/2020	1305	Newberry, Lionel	INTERNET08/19-07/20	01.2.1136.0344.2.00.06	INTERNET Aug2019 : July2020	\$288.00
Check Total:							\$576.00
203241	07/31/2020	1305	One Source	2538-20200731	01.2.2310.0318.1.00.01	PRE-EMPLOYMENT BACKGROUND CHECKS (5)	\$82.50
203241	07/31/2020	1305	One Source	2538-20200731	01.2.2310.0318.2.00.01	PRE-EMPLOYMENT BACKGROUND CHECKS (5)	\$82.50
Check Total:							\$165.00
203242	07/31/2020	1305	Panhandle Geotechnical & Environmental,	520236	01.2.2610.0409.1.00.00	3 year ahera re inspection sampling and report of the	\$1,360.00
Check Total:							\$1,360.00

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203243	07/31/2020	1305	Perry, Guthery, Haase & Gessford, P.C.,	1645 #158	01.2.2310.0317.1.00.01	LEGAL SERVICES	\$465.00
203243	07/31/2020	1305	Perry, Guthery, Haase & Gessford, P.C.,	1645 #158	01.2.2310.0317.2.00.01	LEGAL SERVICES	\$465.00
Check Total:							\$930.00
203244	07/31/2020	1305	PowerSchool	INV226409	01.2.2310.0318.1.00.01	Contracted Services/Repairs	\$1,771.66
203244	07/31/2020	1305	PowerSchool	INV226409	01.2.2310.0318.2.00.01	Contracted Services/Repairs	\$1,771.66
Check Total:							\$3,543.32
203245	07/31/2020	1305	Print Broker	31391	01.2.2410.0410.2.01.21	"GHS" Letterhead w/Staff Revisions - Invoice #31391	\$155.00
Check Total:							\$155.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	DAYC-2 Scoring Forms	\$29.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Adaptive Behavior Domain Scoring Forms	\$41.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Cognitive Domain Scoring Forms	\$44.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Communications Domain Scoring Forms	\$44.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Physical Development Domain Scoring Forms	\$44.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Social Emotional Domain Scoring Forms	\$41.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	E/C Development Chart - Third Edition. Mini Poster	\$40.00
203246	07/31/2020	1305	Pro-Ed	2836118	01.2.1220.0410.1.09.99	Freight	\$28.30
Check Total:							\$311.30
203247	07/31/2020	1305	Quill Corporation	7870999	01.2.2610.0410.1.00.00	Suppliesforks for central	\$22.46
203247	07/31/2020	1305	Quill Corporation	8177680	01.2.2610.0410.1.00.00	Clorox wipes for maint	\$17.37
Check Total:							\$39.83

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203248	07/31/2020	1305	RAPIDS	0872913	01.2.2610.0409.1.00.00	Digital timer for district stock thru the coop order	\$7.23
Check Total:							\$7.23
203249	07/31/2020	1305	Regional Care, Inc.	34307	01.2.1130.0271.1.00.00	125 PLAN FOR AUGUST	\$167.50
203249	07/31/2020	1305	Regional Care, Inc.	34307	01.2.1130.0271.2.00.00	125 PLAN FOR AUGUST	\$167.50
Check Total:							\$335.00
203250	07/31/2020	1305	Robinson Electric, Inc.	17281	01.2.2610.0410.2.02.00	power to the new bleachers in the JH gym	\$1,254.63
203250	07/31/2020	1305	Robinson Electric, Inc.	17282	01.2.2610.0410.2.02.00	Two new range circuits in the JH Kitchen	\$2,833.12
Check Total:							\$4,087.75
203251	07/31/2020	1305	Sandberg Implement, Inc.	IV12414	01.2.2750.0337.1.00.00	PARTS FOR THE SHOP	\$133.62
203251	07/31/2020	1305	Sandberg Implement, Inc.	IV12750	01.2.2750.0337.1.00.00	PARTS FOR THE SHOP	\$30.99
203251	07/31/2020	1305	Sandberg Implement, Inc.	IV13077	01.2.2750.0337.1.00.00	PARTS FOR THE SHOP	\$24.46
Check Total:							\$189.07
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Let's Find Out	\$408.83
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Scholastic News 1	\$253.00
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Scholastic News 2	\$287.50
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Scholastic News 3	\$264.50
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Scholastic News 4	\$230.00
203252	07/31/2020	1305	SCHOLASTIC	M6926560	01.2.2222.0441.1.04.03	Scholastic News 5	\$270.25
203252	07/31/2020	1305	SCHOLASTIC	M6926561	01.2.2222.0441.1.06.03	Let's Find Out	\$345.00
203252	07/31/2020	1305	SCHOLASTIC	M6926561	01.2.2222.0441.1.06.03	Scholastic News 1	\$241.50
203252	07/31/2020	1305	SCHOLASTIC	M6926561	01.2.2222.0441.1.06.03	Scholastic News 2	\$293.25
203252	07/31/2020	1305	SCHOLASTIC	M6926561	01.2.2222.0441.1.06.03	Scholastic News 3	\$258.75
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Let's Find Out	\$386.40
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Scholastic News 1	\$241.50
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Scholastic News 2	\$235.75
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Scholastic News 3	\$247.25
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Scholastic News 4	\$235.75
203252	07/31/2020	1305	SCHOLASTIC	M6926564	01.2.2222.0441.1.05.03	Scholastic News 5	\$247.25

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203252	07/31/2020	1305	SCHOLASTIC	M6926565	01.2.2212.0411.2.00.02	Scholastic Action Reading Intervention	\$678.54
Check Total:							\$5,125.02
203253	07/31/2020	1305	School Datebooks	C20-176442	01.2.1130.0408.2.01.21	20-21 Planners for HS & FA (725 - \$5.35 Each) - Invoice	\$3,723.60
Check Total:							\$3,723.60
203254	07/31/2020	1305	School Specialty	208125347841	01.2.2610.0409.1.00.00	metalware and alcohol for the district stock coop 2020	\$46.94
203254	07/31/2020	1305	School Specialty	308103536012	01.2.2610.0409.1.00.00	planners student planners glue glue stoicks, rolls of	\$1,320.60
Check Total:							\$1,367.54
203255	07/31/2020	1305	SCOTTSBLUFF LANDSCAPING	L-0630-5	01.2.2610.0410.2.01.00	Move irrigation values out of soccer field at stadium	\$2,645.00
203255	07/31/2020	1305	SCOTTSBLUFF LANDSCAPING	L-0630-5	01.2.2610.0410.2.01.00	extend irrigation mainline across service road to north	\$764.00
Check Total:							\$3,409.00
203256	07/31/2020	1305	SCREENCASTIFY LLC	SC-257183	01.2.4216.0410.1.00.00	DISTRICT LICENSING FOR SCREENCASTIFY SCREEN	\$3,750.00
Check Total:							\$3,750.00
203257	07/31/2020	1305	Sherwin-Williams Company	16675	01.2.2610.0410.1.06.00	Paint for the geil bathrooms for the painters 2020	\$223.64
203257	07/31/2020	1305	Sherwin-Williams Company	61159	01.2.2610.0410.1.06.00	Paint for Geil for the painters of 2020	\$162.00
203257	07/31/2020	1305	Sherwin-Williams Company	62272	01.2.2610.0410.1.06.00	Paint for geil for the painters of 2020	\$84.63
203257	07/31/2020	1305	Sherwin-Williams Company	62686	01.2.2610.0409.1.00.00	sprayer parts for lines for district stock	\$61.37
203257	07/31/2020	1305	Sherwin-Williams Company	67925	01.2.2610.0410.1.04.00	Paint and misc for the painters at Lincoln	\$130.76
Check Total:							\$662.40

## Gering Public Schools

### Disbursement Detail Listing

Bank Name: PVNB- General

Date Range: 07/01/2020 - 07/31/2020

Sort By: Check

Bank Account: 149321

Voucher Range: -

Dollar Limit: \$0.00

Fiscal Year: 2019-2020

Print Employee Vendor Names

Exclude Voided Checks

Exclude Manual Checks

Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
203258	07/31/2020	1305	Spic & Span Cleaners	6290	01.2.2610.0409.1.00.00	WEED KILLER FOR GROUNDS THROUGHOUT THE	\$449.25
Check Total:							\$449.25
203259	07/31/2020	1305	Star-Herald	136730-0506	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$105.75
203259	07/31/2020	1305	Star-Herald	136730-0506	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$105.75
203259	07/31/2020	1305	Star-Herald	139588-0506	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$75.00
203259	07/31/2020	1305	Star-Herald	139588-0506	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$75.00
203259	07/31/2020	1305	Star-Herald	139588-0506	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$50.00
203259	07/31/2020	1305	Star-Herald	139588-0506	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$50.00
203259	07/31/2020	1305	Star-Herald	143420-0520	01.2.2310.0350.1.00.01	ADVERTISING & PRINTING	\$125.00
203259	07/31/2020	1305	Star-Herald	143420-0520	01.2.2310.0350.2.00.01	ADVERTISING & PRINTING	\$125.00
Check Total:							\$711.50
203260	07/31/2020	1305	TAHER, Inc	36	01.2.2212.0670.1.00.02	Breakfast/Lunch served at PLC Conference on July	\$225.00
203260	07/31/2020	1305	TAHER, Inc	36	01.2.2212.0670.2.00.02	Breakfast/Lunch served at PLC Conference on July	\$675.00
Check Total:							\$900.00
Bank Total:							\$305,381.24

### Manual Checks Recap

203202	07/22/2020	10693	Gering Public Schools	MANUAL	01.4.0000.0070.0.00.00	Bond Fund	\$36,630.76
Check Total:							\$36,630.76
Manual Checks Total:							\$36,630.76

## Gering Public Schools

### Disbursement Detail Listing

**Bank Name:** PVNB- Payroll

**Date Range:** 07/01/2020 - 07/31/2020

**Sort By:** Check

**Bank Account:** 149334

**Voucher Range:** -

**Dollar Limit:** \$0.00

**Fiscal Year:** 2019-2020

**Print Employee Vendor Names**

**Exclude Voided Checks**

**Exclude Manual Checks**

**Include Non Check Batches**

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
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Bank Name: PVNB- Payroll

Bank Account: 149334

655	07/07/2020		Land, Steve	V629177	01.4.0000.0071.0.00.00	Returned from bank	\$300.00
							Check Total:
							Bank Total:
							\$300.00

#### Manual Checks Recap

655	07/07/2020	10691	Land, Steve		MANUAL	01.4.0000.0071.0.00.00	Returned from bank	\$300.00
							Check Total:	
							Manual Checks Total:	
							\$300.00	

## Gering Public Schools

### Disbursement Detail Listing

**Bank Name:** FSB-Bond Levy

**Date Range:** 07/01/2020 - 07/31/2020

**Sort By:** Check

**Bank Account:** 7209018

**Voucher Range:** -

**Dollar Limit:** \$0.00

**Fiscal Year:** 2019-2020

**Print Employee Vendor Names**

**Exclude Voided Checks**

**Exclude Manual Checks**

**Include Non Check Batches**

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
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Bank Name: FSB-Bond Levy

Bank Account: 7209018

2033	07/22/2020		Gering Public Schools	V339580	07.4.0000.0079.0.00.00	Repay Bldg- Nov 2017	\$200,000.00
							Check Total: \$200,000.00
							Bank Total: \$200,000.00

#### Manual Checks Recap

2033	07/22/2020	10692	Gering Public Schools		MANUAL 07.4.0000.0079.0.00.00	Repay Bldg- Nov 2017	\$200,000.00
							Check Total: \$200,000.00
							Manual Checks Total: \$200,000.00

## Gering Public Schools

### Disbursement Detail Listing

**Bank Name:** PVNB- Building

**Date Range:** 07/01/2020 - 07/31/2020

**Sort By:** Check

**Bank Account:** 149347

**Voucher Range:** -

**Dollar Limit:** \$0.00

**Fiscal Year:** 2019-2020

**Print Employee Vendor Names**

**Exclude Voided Checks**

**Exclude Manual Checks**

**Include Non Check Batches**

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
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Bank Name: PVNB- Building

Bank Account: 149347

5218	07/23/2020	1297	AJR Enterprises	3514	08.2.2640.0520.1.00.21	Stage drape repair	\$3,207.00
							Check Total:
							\$3,207.00
5219	07/23/2020	1297	Ambient Energy	9372	08.2.2640.0520.1.00.21	HS Renovation	\$8,271.00
							Check Total:
							\$8,271.00
5220	07/23/2020	1297	Kidwell Inc.	154708	08.2.2640.0520.1.00.21	locking cover for weight room	\$294.06
							Check Total:
							\$294.06
5221	07/23/2020	1297	MeyerPT	3840203	08.2.2640.0520.1.00.21	balance of original purchase	\$294.99
							Check Total:
							\$294.99
							Bank Total:
							\$12,067.05

<u>Fund</u>	<u>Amount</u>
01	\$305,681.24
05	\$3,220.99
07	\$200,000.00
08	\$12,067.05
<hr/>	
Fund Totals:	\$520,969.28

**End of Report**

Disbursements Grand Total: \$520,969.28

Payee Name	Account Description Element	Check Date
Land, Steve	Employee Deduction Liability	7/7/2020
Gering Public Schools	Due To/From Other Funds	7/22/2020
AJR Enterprises	BLDGS & BLDG IMPROVE.	7/23/2020
Ambient Energy	BLDGS & BLDG IMPROVE.	7/23/2020
Kidwell Inc.	BLDGS & BLDG IMPROVE.	7/23/2020
MeyerPT	BLDGS & BLDG IMPROVE.	7/23/2020
Prairie Florist & Gifts	Activity Acct. Expenses	7/9/2020
JENSEN PUBLISHING	Activity Acct. Expenses	7/23/2020
Logoz LLC	Furniture and Equipment	7/23/2020
Mccook High School	Activity Acct. Expenses	7/23/2020
VISA	Dues & Fees	7/30/2020
WILLIAMS, HOLLIE	Activity Acct. Expenses	7/30/2020
Allo Communications	Telephone	7/9/2020
Capital Business Sytems, Inc.	Copier Costs	7/9/2020
Charter Communications	Internet Service	7/9/2020
City Of Gering	Electricity	7/9/2020
Verizon Wireless	Telephone	7/9/2020
WEX BANK	Gas & Oil	7/9/2020
CDW GOVERNMENT, INC.	Tech Supplies under \$5000	7/21/2020
Gering Public Schools	Accounts Payable	7/22/2020
Capital Business Sytems, Inc.	Copier Costs	7/23/2020
COOPER, GARY	Contracted Services/Repairs	7/23/2020
Twin Cities Development Assoc.	Contracted Services/Repairs	7/23/2020
US Post Office	Postage	7/23/2020
US Post Office	Postage	7/29/2020
Black Hills Energy	Natural Gas Services	7/30/2020
CAPITAL BUSINESS SYSTEMS, INC.-TEXAS	Copier Costs	7/30/2020
Capital Business Sytems, Inc.	Copier Costs	7/30/2020
First Student	BUS/VAN	7/30/2020
WEX BANK	Gas & Oil	7/30/2020
VISA	Supplies	7/30/2020
VISA	Other Expenses	7/30/2020
21st Century Equipment, LLC	Tires & Parts	7/31/2020
AMPLIFIED IT	Supplies	7/31/2020
Awards Unlimited	Pupil Services	7/31/2020
Blick Art Materials	District Stock	7/31/2020
BLUFFS FACILITY SOLUTIONS	Supplies	7/31/2020
BrightBytes	Other Expenses	7/31/2020
City Of Gering	Supplies	7/31/2020
Culligan of Scottsbluff	Supplies	7/31/2020
DAS State Accounting - Central Finance	Internet Service	7/31/2020
Decker Equipment	Supplies	7/31/2020
Dennis Supply Co. - Sb	District Stock	7/31/2020
Esu #13 _5760	ESU #13	7/31/2020
ESU COORDINATING COUNCIL	Library Books	7/31/2020
Follett School Solutions, Inc.	Library Books	7/31/2020

Frank Parts Company	Supplies	7/31/2020
Gering Courier	Advertising & Printing	7/31/2020
Hi Performance Car Wash-Blt, Inc.	District Stock	7/31/2020
Hillyard/Sioux Falls	Supplies	7/31/2020
Innovative Office Solutions	District Stock	7/31/2020
Johnson Cashway _8920	Supplies	7/31/2020
JourneyEd.com Inc.	Tech Supplies under \$5000	7/31/2020
Logoz LLC	Supplies	7/31/2020
McGraw Hill LLC	Science Materials	7/31/2020
Menards	Supplies	7/31/2020
Nebraska Safety & Fire Equipment Inc.	Supplies	7/31/2020
Newberry, Lionel	Internet Service	7/31/2020
One Source	Contracted Services/Repairs	7/31/2020
Panhandle Geotechnical & Environmental,	District Stock	7/31/2020
Perry, Guthery, Haase & Gessford, P.C.,	Legal Services	7/31/2020
PowerSchool	Contracted Services/Repairs	7/31/2020
Print Broker	Supplies	7/31/2020
Pro-Ed	Supplies	7/31/2020
Quill Corporation	Supplies	7/31/2020
RAPIDS	District Stock	7/31/2020
Regional Care, Inc.	IRS 125 Plan	7/31/2020
Robinson Electric, Inc.	Supplies	7/31/2020
Sandberg Implement, Inc.	Tires & Parts	7/31/2020
SCHOLASTIC	Periodicals	7/31/2020
School Datebooks	Consumable Materials	7/31/2020
School Specialty	District Stock	7/31/2020
SCOTTSLUFF LANDSCAPING	Supplies	7/31/2020
SCREENCASTIFY LLC	Supplies	7/31/2020
Sherwin-Williams Company	Supplies	7/31/2020
Spic & Span Cleaners	District Stock	7/31/2020
Star-Herald	Advertising & Printing	7/31/2020
TAHER, Inc	Prof Devel	7/31/2020

Check Number	Amount	Fund
655	\$300.00	01
2033	\$200,000.00	07
5218	\$3,207.00	08
5219	\$8,271.00	08
5220	\$294.06	08
5221	\$294.99	08
8638	\$350.00	05
8639	\$35.00	05
8640	\$1,354.00	05
8641	\$100.00	05
8642	\$1,194.99	05
8643	\$187.00	05
203195	\$5,930.06	01
203196	\$500.82	01
203197	\$135.00	01
203198	\$38,211.09	01
203199	\$40.01	01
203200	\$703.36	01
203201	\$40,062.40	01
203202	\$36,630.76	01
203203	\$5.60	01
203204	\$7,280.00	01
203205	\$950.00	01
203206	\$240.00	01
203207	\$97.72	01
203208	\$1,872.85	01
203209	\$2,041.79	01
203210	\$6.05	01
203211	\$26,168.90	01
203212	\$728.62	01
203213	\$4,473.38	01
203214	\$5,859.35	01
203215	\$90.48	01
203216	\$1,000.00	01
203217	\$363.61	01
203218	\$157.68	01
203219	\$8,650.00	01
203220	\$3,150.00	01
203221	\$183.62	01
203222	\$75.05	01
203223	\$229.32	01
203224	\$187.15	01
203225	\$462.04	01
203226	\$67,831.81	01
203227	\$693.25	01
203228	\$3,673.57	01

203229	\$27.52	01
203230	\$401.10	01
203231	\$15.73	01
203232	\$1,687.23	01
203233	\$5,209.79	01
203234	\$364.10	01
203235	\$2,000.00	01
203236	\$153.00	01
203237	\$3,510.00	01
203238	\$656.62	01
203239	\$873.00	01
203240	\$576.00	01
203241	\$165.00	01
203242	\$1,360.00	01
203243	\$930.00	01
203244	\$3,543.32	01
203245	\$155.00	01
203246	\$311.30	01
203247	\$39.83	01
203248	\$7.23	01
203249	\$335.00	01
203250	\$4,087.75	01
203251	\$189.07	01
203252	\$5,125.02	01
203253	\$3,723.60	01
203254	\$1,367.54	01
203255	\$3,409.00	01
203256	\$3,750.00	01
203257	\$662.40	01
203258	\$449.25	01
203259	\$711.50	01
203260	\$900.00	01

**POLICY 204.12**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**PUBLIC PARTICIPATION IN BOARD MEETINGS**

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

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

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

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

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

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting. This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

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

Approved 1/20/03 Reviewed 2/23/15 Revised 9/14/09

THE MONTH ENDING JULY 31, 2020  
TRIAL BALANCE SUMMARY- YEAR-TO-DATE

		target \$650K	target \$750						
	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
9/1/2019 CD Deposit + YTD RECPTS + RECPT ADJ = AVAILABLE FUNDS	\$2,625,075.91	\$3,591,478.86	\$554,567.65	\$15,184.74	\$149,821.59	\$11,371.77	\$20,026.15	\$82,032.05	\$986,069.80
YTD EXPENSE - EXPENSE ADJ = RECEIPT-EXP BALANCES	\$20,708,297.04	\$244,419.57	\$4,820.16	\$975.40	\$0.00	\$11,376.15	\$448,102.81	\$866,498.67	\$1,977,428.95
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$23,333,372.95	\$3,835,898.43	\$559,387.81	\$16,160.14	\$149,821.59	\$22,747.92	\$468,128.96	\$948,530.72	\$2,963,498.75
	\$19,328,927.81	\$3,102,094.27	\$52,930.00	\$4,369.35	\$149,821.59	\$11,372.16	\$406,867.18	\$806,874.55	\$1,796,072.04
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$4,004,445.14	\$733,804.16	\$506,457.81	\$11,790.79	\$0.00	\$11,375.76	\$61,261.78	\$141,656.17	\$1,167,426.71

4004445.14

IMPREST	\$0.00								
PAYROLL	\$409.10								
CASH AT COUNTY + REGULAR CHECKING + MMA ACCOUNT + IMPREST SUSPENSE + DUE TO BUILDING DUE FROM BOND	\$2,274,501.29								\$0.00
	\$67,931.39		\$41,614.73	\$11,790.79		\$11,375.76	\$25,307.18	\$141,656.17	\$867,369.35
	\$1,750,000.27	\$ 733,804.16	\$464,843.08		\$0.00		\$0.00	\$0.00	\$300,057.36
	\$0.00								
							\$35,954.60		
CD'S + or - A/R or (A/P) = FUND BALANCES	(\$88,396.91)								
	\$4,004,445.14	\$733,804.16	\$506,457.81	\$11,790.79	\$0.00	\$11,375.76	\$61,261.78	\$141,656.17	\$1,167,426.71

THE MONTH END JULY 31, 2020  
TRIAL BALANCE SUMMARY

	target \$650K	target \$750k							
	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
7/01/2020 Balance	\$4,837,992.40	\$544,627.41	\$505,340.78	\$911,787.29	\$0.00	\$11,374.79	\$39,548.60	\$61,724.34	\$1,357,441.54
CD Deposit									
+ MTD Receipts	\$687,203.03	\$201,243.80	\$1,117.03	\$3.50	\$0.00	\$0.97	\$24,784.17	\$79,939.23	\$36,712.92
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$5,525,195.43	\$745,871.21	\$506,457.81	\$911,790.79	\$0.00	\$11,375.76	\$64,332.77	\$141,663.57	\$1,394,154.46
- MTD EXPENSE	\$1,520,750.29	\$12,067.05	\$0.00	\$0.00	\$0.00	\$0.00	\$3,070.99	\$7.40	\$232,727.75
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= RECEIPT-EXP BALANCES	\$4,004,445.14	\$733,804.16	\$506,457.81	\$911,790.79	\$0.00	\$11,375.76	\$61,261.78	\$141,656.17	\$1,161,426.71

IMPREST	\$0.00								
PAYROLL	\$409.10								
CASH AT COUNTY	\$2,274,501.29								
+ REGULAR CHECKING	\$67,931.39		\$41,614.73	\$11,790.79			\$25,307.18	\$141,656.17	\$867,369.35
+ MMA	\$1,750,000.27	\$733,804.16	\$464,843.08		\$0.00	\$11,375.76	\$0.00	\$0.00	\$300,057.36
+ IMPREST SUSPENSE	\$0.00								
DUE TO BUILDING DUE FROM BOND		\$0.00							
CD'S + or - A/R or (A/P)	(\$88,396.91)						\$35,954.60		
= FUND BALANCES	\$4,004,445.14	\$733,804.16	\$506,457.81	\$11,790.79	\$0.00	\$11,375.76	\$61,261.78	\$141,656.17	\$1,167,426.71

**Gering Public Schools  
Building Fund  
7/31/2020**

Cash Balance	7/31/2020	<u>\$733,804.16</u>
Projected Revenue	08/01/20-08/31/20	
Taxes	\$	-
Interest	\$	-
<b>Total</b>		<u>\$733,804.16</u>
Projected Expenses	\$	-
Admin Building	\$	-
High School Project	\$	<u>230,000</u>
<b>Total</b>	\$	<u>230,000.00</u>
Cash Balance		<u>\$503,804.16</u>

**Gering Public Schools  
Depreciation Fund  
7/31/2020**

Cash Balance	7/31/2020	<u>\$506,457.81</u>
Projected Revenue	08/01/20-08/31/20	
Interest	\$	-
<b>Total</b>	\$	<u>-</u>
Projected Expenses	\$	-
Jr High Bleachers	\$	<u>70,000.00</u>
<b>Total</b>	\$	<u>70,000.00</u>
Cash Balance		<u>\$436,457.81</u>

**SCHEDULE OF INVESTMENTS HELD**

**AS OF JUNE 30, 2020**

<b>Depository</b>	<b>Number</b>	<b>Fund</b>	<b>Amount</b>	<b>Rate</b>	<b>Date of Issue</b>	<b>Date of Maturity</b>
Valley Bank	1097688	Depreciation	\$338,197.31	1.25%	11-26-08	11-26-20
Valley Bank	1097480	Depreciation	\$125,617.89	.6485	03-18-08	03-18-21
Valley Bank	1097261	Activity- Whitney Parr	\$30,257.94	1.30%	08-16-07	08-16-20
US Bank	35050016148 3	Activity-Twyla Fulk	\$5,571.32	.45%		02-06-21

**To: Board of Education**  
**Re: July Financial Statements.**  
**Date: August 17, 2020**

The Business Committee has reviewed the financial records for the month of July, 2020. Items found in the various bill lists needing further description are notated, if necessary, in the right-hand margin of the Schedule of Checks Written. The remainder of items are typical service or supply expenditures and are adequately defined in the descriptive columns.

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General Fund revenue was \$687,203.03 and expenditures were \$239,749.28 and the payroll for July totaled \$1,281,001.01 general Fund expenditures for July were \$1,520,750.29.

Building Fund revenue was \$201,243.80 expenditures were \$12,067.05. The Depreciation Fund revenue was \$1,112.03 and expenditures were \$0.00, the Qualified Capital Fund revenue was \$0.00 and expenditures were \$0.00 the Fee Fund revenue was \$3.45 expenditures were \$0.00 and the Employee Benefit Fund revenue was \$.97 and expenditures were \$0.00.

The Activity Fund revenue was \$24,784.17 Activity Fund expenditures totaled \$3,070.99. Cafeteria Fund revenue was \$79,939.23, Cafeteria Fund expenditures were \$7.40 plus \$0.00 for payroll for a total of \$7.40 the Bond Fund revenue was \$36,712.92 expenditures were \$0.00

		EXPENSES	REVENUE
<b>GENERAL FUND</b>		<b>\$239,749.28</b>	<b>\$687,203.03</b>
	<b>Payroll</b>	<b>\$1,281,001.01</b>	
<b>BUILDING</b>		<b>\$12,067.05</b>	<b>\$201,243.80</b>
<b>DEPRECIATION</b>		<b>\$0.00</b>	<b>\$1,112.03</b>
<b>QUALIFIED CAPITAL</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>EMPLOYEE BENEFIT</b>		<b>\$0.00</b>	<b>\$.97</b>
<b>ACTIVITY</b>		<b>\$3,070.99</b>	<b>\$24,784.17</b>
<b>CAFETERIA</b>		<b>\$7.40</b>	<b>\$79,939.23</b>
	<b>Payroll</b>	<b>\$0.00</b>	
<b>FEE FUND</b>		<b>\$0.00</b>	<b>\$3.45</b>
<b>Bond Fund</b>		<b>\$0.00</b>	<b>\$36,712.92</b>

## **AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_, 2020, by and between **Twin Cities Development Association, Inc., a Nebraska Nonprofit Corporation, ("TCD")**; and **Scotts Bluff County School District No. 79-0016 (commonly known as Gering Public Schools), a Nebraska Political Subdivision, ("School")**.

### **RECITALS**

A. TCD owns certain real property located on Prairie Street, Gering, NE Lot 2 Block 5 Monument View Addition to the City of Gering in Scotts Bluff County, Nebraska.

B. School desires to use the Property (as defined below) for instructing students in the practical application of skills taught in the School's Building Trade Program. Specifically, the School desires to use the Property so students in the Schools' Building Trade Program can construct a house on the Property under the direction of Travis Gable, a certified teacher employed by School.

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

1. **Real Estate Description and Consideration.** TCD agrees to allow School and School agrees to build a house on the following described real estate, to-wit:

Lot 2, Block 5, MONUMENT VIEW ADDITION to the City of Gering, Scotts Bluff County, Nebraska.

Also known as: 2535 Prairie Street, NE 69341

2. **Construction and Improvements to Real Estate.** School will build a house on the Property under the direction of a certified teacher employed by School. The plans and specifications of the buildings will be reviewed by TCD. School agrees that it shall be responsible for the construction of the building consistent with said plans and specifications. School shall be responsible for obtaining contracts concerning construction of basement walls, footings, basement floor, plumbing, electrical, and HVAC. School anticipates using students who are enrolled in the School's Building Trade Program to perform carpentry, framing, and hanging of cabinetry. It is anticipated that School will subcontract for all drywall, roofing, garage door installation, countertops, site grading, rain gutters, concrete work and other items as

necessary. A certified teacher employed by the School, will be responsible for supervising the construction of the Property on behalf of School. School may, at its option, subcontract additional work based upon time frame and ability to complete the Agreement in a timely manner.

3. **Payment of Costs.** School shall pay for all construction materials, contractors, sub-contractors, carpentry and flooring, digging of the basement, pouring of concrete for basement walls and footings, and basement floors out of the line of credit established by the school.

4. **Review of Contractors and Materials.** The plans and specifications for the building of a residential home on the Property will be reviewed by TCD. School and TCD shall work together to obtain estimates from contractors and to select contractors which will perform services in connection with any construction on the Property. TCD will provide a list of subcontractors that may be considered when bidding out services. It is anticipated by and between the parties that the total cost for the construction of a house on the Property, less the cost of the lot, will not exceed \$215,000. In the event estimated costs exceed \$215,000, then both parties shall meet to renegotiate items set forth in this agreement. School shall obtain lien waivers from all contractors that provide materials or labor in connection with construction on the Property.

5. **Possession.** Possession of the Property shall be provided to School no later than August 15, 2020. Parties understand title of real estate will remain with TCD. On or before May 15, 2021, both parties will perform a walk through on the property and prepare a punch list to identify items that are yet to be completed prior to TCD retaking possession. TCD shall be entitled to retake possession of the property within a reasonable time after completion of the project, consistent with the plans and specifications, but in no instance shall TCD resume possession of the property later than June 15, 2021. Upon taking possession, TCD shall pay to School the amount as set forth herein.

6. **Payment.** TCD shall pay to School (or to bank on School construction class line of credit) upon TCD taking possession of the Property, the sum of the following: (A) the builders risk insurance policy obtained by School (it is anticipated that this insurance will be purchased through a local insurance Company), plus (B) the total amount of expenses incurred by School, excluding tool costs, to construct the building on the Property, plus (C) any interest or finance charges incurred by School in borrowing funds to construct the building, plus (D) additional sum paid to School in an amount not to exceed \$6,000 as a result of the certified teachers' duties of oversight of the project.

7. **No Partnership Created.** School and TCD have entered into this Agreement for the purpose of providing students in the Building Trade Program an opportunity to learn skills by working in an actual construction setting. School and its employees and students are not, in any way, employees or agents of TCD, but rather the students are present for educational purposes only. Nothing in this Agreement shall be construed as creating a partnership or joint venture between School, its employees, its students, and TCD.

8. **Taxes.** TCD is responsible for all real estate taxes and special assessments levied against the Property and these costs shall be considered in the total expenses of the house when calculating any net profit to split between the parties.

9. **Compliance with Rules and Regulations.** All construction on, improvements to, and use of the Property during the time School has possession of the Property shall be in compliance with all applicable building codes, zoning regulations and all other federal, state, and local laws, rules, regulations, and ordinances. TCD has already applied for all appropriate building permits. Next school year, the building permits shall be applied for under Gering Public Schools.

10. **Plans.** School shall submit to TCD for review all blueprints, drawings, specifications, and other plans in connection with any buildings or other structures on the Property prior to the time such buildings or other structures are constructed.

11. **Restrictions on Property.** School shall not cause or consent to any easement, covenant, reservation, or restriction on, over, or against the Property, lease all or any portion of the Property, or otherwise allow the Property to be encumbered without first obtaining the prior written consent of TCD.

12. **Risk of Loss.** School shall bear the risk of all losses to the Property which occur prior to the return of possession to TCD. School shall, at its own expense, insure the Property against liability, property loss, and casualty from and after the date of this Agreement until TCD retakes possession of the Property. TCD shall be named an additional insured under all such policies. In the event any part of the Property or any materials acquired, whether or not affixed to the Property, are damaged and not repaired prior to TCD retaking possession of the Property, TCD shall have the right to receive any insurance proceeds for such damages (as long as any loan with Valley Bank has been paid off). TCD agrees to insure the property upon TCD resuming possession of the property as set forth herein.

13. **TCD's Representations and Warranties.** TCD is a nonprofit corporation duly organized and in good standing under the laws of the State of Nebraska. TCD has all requisite authority and power to execute, deliver, and perform this Agreement.

14. **School's Representations and Warranties.** School is a political subdivision under the laws of the State of Nebraska. School has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by School's Board of Education in accordance with Nebraska law.

15. **Headings.** The section headings used in this Agreement are for convenience of reference only, and they shall not limit, affect, or otherwise be used in the construction and interpretation of this Agreement.

16. **Notices.** Any document, written notice, or written consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, postage prepaid and addressed as follows:

If to TCD:                      Rawnda Pierce, Executive Director  
Twin Cities Development Association, Inc.  
1620 Broadway  
Scottsbluff, NE 69361

If to the School:              Gary Cooper, Superintendent  
Gering Public Schools  
Administration Building  
1519 10<sup>th</sup> St.  
Gering, NE 69341

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

17. **Binding Effect; Benefits.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement is intended to confer on any person or entity other than the parties hereto any right, remedy, obligation, or liability.

18. **Entire Agreement.** This Agreement constitutes the complete and exclusive expression of the terms and conditions of the agreement between TCD and School pertaining to the subject matter hereof and supersede all prior proposals, agreements, understandings, negotiations, and discussions.

19. **Execution in Separate Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement shall become effective when each party has executed at least one counterpart of this Agreement. All such counterparts shall be construed together and shall constitute one instrument. A photocopy, facsimile copy, or email transmission of a copy of this Agreement shall be enforceable as an original.

20. **Execution of Additional Documents.** Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.

21. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

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

**TWIN CITIES DEVELOPMENT ASSOCIATION, INC.**

By: \_\_\_\_\_  
Rawnda Pierce, Executive Director

Date: \_\_\_\_\_

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF           SS:

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by Rawnda Pierce, Executive Director of Twin Cities Development Association, Inc.

\_\_\_\_\_  
Notary Public

**SCOTTS BLUFF COUNTY SCHOOL DISTRICT NO. 79-0016**

By: \_\_\_\_\_  
B.J. Peters, President  
Board of Education

Date: \_\_\_\_\_

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF           SS:

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by B.J. Peters, President of the Board of Education of Scotts Bluff County School District No. 79-0016, on behalf of the District, upon proper authority, and for the purposes herein stated.

\_\_\_\_\_  
Notary Public

## TITLE IX SEXUAL HARASSMENT

It is the the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:

Title: Superintendent and/or designee  
Office address: 1519 10th Street  
Email: gcooper@geringschools.net  
Phone number: 308 436-3125

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made 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.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

### Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX 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, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

### Confidentiality

The District must 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 individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

### Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence,

handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators 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 the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

#### Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

#### Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

#### Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.

3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.  
Civil Rights Act, Title VII; 42 USC 2000e et seq.  
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.  
Exec. Order 11246, as amended by Executive Order 11375  
Equal Pay Act; 29 USC 206  
34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity  
402.01 Equal Opportunity Employment  
402.15 Staff Conduct with Students  
403.02 Child Abuse Reporting  
403.03 Abuse of Students by School District Employees  
404.06 Harassment by Employees  
405.00 Employee Conduct and Appearance  
501.00 Objectives for Equal Educ. Opportunities for Students  
504.03 Student Conduct  
504.14 Hazing, Initiation, Secret Societies or Gang Activity

504.18 Harassment by Students

504.20 Bullying Prevention

504.21 Dating Violence Prevention

505.03 Suspension and Expulsion of Students

612.05 Individualized Education Program

612.10 Procedural Safeguards

## TITLE IX REPORTING FORM

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: Superintendent and/or designee  
Address: 1519 10th Street, Gering, NE 69341  
Email: gcooper@geringschools.net  
Phone Number: 308 436-3125

### **Retaliation Prohibited**

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

### **Confidentiality**

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

*Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.*

**I. Information About the Person Making This Report:**

Name:

Address:

Phone Number:

School Building:

I am a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other (please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is:  Your Child     Another Student     A District Employee

Other: (please explain relationship to the alleged victim)

**II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting**

Please record the name(s) of the individual(s) you believe to be responsible for the conduct you are reporting.

Name(s):

**The reported individual(s) is/are:**

Student(s)     Employee(s)

Other (please explain relationship to the district)

### III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes       No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature of Person Making Report

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Receiving Report

\_\_\_\_\_  
Date

**FOR OFFICIAL USE ONLY**

*This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.*

*The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports to assess the report.*

*Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 404.12. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.*

**I. Reporter Information:**

Name:

Address:

Phone Number:

School Building:

Reporter is a:

Student       Parent/Guardian       Employee       Volunteer       Visitor

Other      (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is:     Reporter's Child       Another Student       Another Employee

Other:      (please explain relationship to the alleged victim)

## II. Respondent Information

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

**The reported respondent(s) is/are:**

- Student(s)       Employee(s)
- Other      (please explain relationship to the district)

## III. Level of Report:

- Informal       Formal (see additional information below on Title IX formal complaints)

## IV. Type of Report:

- Title IX Sexual Harassment       Discrimination       Retaliation       Bullying
- Hazing       Dating Violence       Other

**Nature of the Report (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Race                | <input type="checkbox"/> Age                          |
| <input type="checkbox"/> Color               | <input type="checkbox"/> Creed                        |
| <input type="checkbox"/> Religion            | <input type="checkbox"/> Sex                          |
| <input type="checkbox"/> Sexual Orientation  | <input type="checkbox"/> Sexual Harassment (Title IX) |
| <input type="checkbox"/> National Origin     | <input type="checkbox"/> Ancestry                     |
| <input type="checkbox"/> Marital Status      | <input type="checkbox"/> Pregnancy                    |
| <input type="checkbox"/> Handicap/Disability | <input type="checkbox"/> Bullying                     |
| <input type="checkbox"/> Hazing              | <input type="checkbox"/> Dating Violence              |
| <input type="checkbox"/> Veteran Status      | <input type="checkbox"/> Genetic Background           |

## V. Reported Conduct

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated?       Yes       No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

No.

Yes, please identify the student with a disability and contact the Director of Special Education. Director of Special Education was contacted:

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

## **VI. Safety Concerns**

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

No.

Yes, please describe:

## VII. Other Reports

Has the conduct been reported to the police or any other agency?

No

Yes      Date reported:                      Agency:

## VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103.00 Equal Educational Opportunity
- Policy 402.01 Equal Opportunity Employment
- Policy 404.06 Harassment (Employees)
- Policy 404.12 Title IX Sexual Harassment
- Policy 247. Hazing
- Policy 249. Bullying
- Policy 252. Dating Violence
- Other

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

Yes

No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
  
- Sexual assault, dating violence, domestic violence or stalking.

**Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

**Domestic violence** 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 federal funding, 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.

**Sexual assault** means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

**Stalking** means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

## **IX. Recommended Course of Action**

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

- No further action at this time. Reason:
- Policy 103.00 Equal Educational Opportunity
  - Policy 402.01 Equal Opportunity Employment
  - Policy 404.06 Harassment (Employees)
  - Policy 404.12 Title IX Sexual Harassment
  - Policy 247. Hazing
  - Policy 249. Bullying
  - Policy 252. Dating Violence
  - Other

## **X. Title IX Information to Complainant**

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

**XI. Title IX Coordinator Signature**

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator:

Date:

**XII. Title IX Formal Complaint Action**

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes

No

Complainant's Signature:

Date:

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Title IX Sexual Harassment Formal Complaint for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator Signature:

Date:

## TITLE IX SEXUAL HARASSMENT PROCEDURES

The Board requires the following procedures to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

“Formal complaint:” 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.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

For purposes of this policy and the grievance process, “Title IX sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or “stalking” as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.
  - A. “Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
    - i. Length of relationship.
    - ii. Type of relationship.
    - iii. Frequency of interaction between the persons involved in the relationship.
  - B. “Domestic violence” 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 federal funding, 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.
  - C. “Sexual assault” means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - D. “Stalking,” under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:
    - i. Fear for their safety or the safety of others.
    - ii. Suffer substantial emotional distress.

#### District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive

measures. Supportive 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 or employee assistance program, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

For students, supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must 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. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

### Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. 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. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

### Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District. The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

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.

### Emergency Response Measures

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, 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, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. 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.

### Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. 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. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

### Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. The Respondent is no longer enrolled or employed by the District; or
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

#### Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

#### Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

#### Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must 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. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

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.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may

implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement.

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with school policies and regulations, which may include but is not limited to loss of school privileges, permanent transfer to another school building, classroom or school bus, exclusion from school-sponsored activities, detention, suspension, expulsion, or referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.

### Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

### Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and 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 determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
  - A. The allegations;
  - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and
  - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

#### Recordkeeping

The District must maintain for a period of seven years records of:

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;
2. Any appeal and its result;
3. Any informal resolution and its result; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must 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 must 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.

## TITLE IX REPORTING FORM

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: Superintendent and/or designee  
Address 1519 10th Street, Gering, NE 69341:  
Email: [gcooper@geringschools.net](mailto:gcooper@geringschools.net)  
Phone Number: 308 436-3125

### **Retaliation Prohibited**

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

### **Confidentiality**

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

*Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.*



### III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes       No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

---

Signature of Person Making Report

---

Date

---

Signature of Person Receiving Report

---

Date

**FOR OFFICIAL USE ONLY**

*This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.*

*The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports to assess the report.*

*Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 504.24. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.*

**I. Reporter Information:**

Name:

Address:

Phone Number:

School Building:

Reporter is a:

Student     Parent/Guardian     Employee     Volunteer     Visitor

Other (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is:  Reporter's Child     Another Student     Another Employee

Other: (please explain relationship to the alleged victim)

**II. Respondent Information**

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

**The reported respondent(s) is/are:**

- Student(s)       Employee(s)
- Other      (please explain relationship to the district)

**III. Level of Report:**

- Informal       Formal (see additional information below on Title IX formal complaints)

**IV. Type of Report:**

- Title IX Sexual Harassment       Discrimination       Retaliation       Bullying
- Hazing       Dating Violence       Other

**Nature of the Report (check all that apply):**

- Race       Age
- Color       Creed
- Religion       Sex
- Sexual Orientation       Sexual Harassment (Title IX)
- National Origin       Ancestry
- Marital Status       Pregnancy
- Handicap/Disability       Bullying
- Hazing       Dating Violence

**V. Reported Conduct**

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated?       Yes       No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

- No.
- Yes, please identify the student with a disability and contact the Director of Special Education. Special Education Director was contacted:

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

## **VI. Safety Concerns**

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

- No.
- Yes, please describe:

## VII. Other Reports

Has the conduct been reported to the police or any other agency?

No

Yes      Date reported:                      Agency:

## VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103.00 Equal Educational Opportunity
- Policy 501.00 Equal Opportunity
- Policy 504.14 Hazing and Initiation
- Policy 504.18 Harassment (Students)
- Policy 504.24 Title IX Sexual Harassment
- Policy 504.20 Bullying
- Policy 504.21 Dating Violence
- Other

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

Yes

No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
  
- Sexual assault, dating violence, domestic violence or stalking.

**Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

**Domestic violence** 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 federal funding, 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.

**Sexual assault** means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

**Stalking** means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

## **IX. Recommended Course of Action**

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

- No further action at this time. Reason:
  
- Policy 103.00 Equal Educational Opportunity
- Policy 501.00 Equal Opportunity
- Policy 504.14 Hazing and Initiation
- Policy 504.18 Harassment (Students)
- Policy 504.24 Title IX Sexual Harassment
- Policy 504.20 Bullying
- Policy 504.21 Dating Violence
- Other

## **X. Title IX Information to Complainant**

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

**XI. Title IX Coordinator Signature**

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator:

Date:

**XII. Title IX Formal Complaint Action**

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes

No

Complainant's Signature:

Date:

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Title IX Sexual Harassment Formal Complaint for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator Signature:

Date:

## TITLE IX SEXUAL HARASSMENT PROCEDURES

The Board requires the following procedures to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

“Formal complaint:” 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.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

For purposes of this policy and the grievance process, “Title IX sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

3. “Sexual assault” as defined in 20 USC 1092(f)(6)(A)(v), “dating violence” as defined in 34 USC 12291(a)(10), “domestic violence” as defined in 34 USC 12291(a)(8) or “stalking” as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.
  - A. “Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
    - i. Length of relationship.
    - ii. Type of relationship.
    - iii. Frequency of interaction between the persons involved in the relationship.
  - B. “Domestic violence” 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 federal funding, 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.
  - C. “Sexual assault” means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - D. “Stalking,” under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:
    - i. Fear for their safety or the safety of others.
    - ii. Suffer substantial emotional distress.

#### District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive

measures. Supportive 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 or employee assistance program, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

For students, supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must 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. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

### Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. 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. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

### Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District. The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

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.

### Emergency Response Measures

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, 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, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. 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.

### Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. 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. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

### Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. The Respondent is no longer enrolled or employed by the District; or
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

#### Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

#### Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must 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. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

#### Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must 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. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

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.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may

implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement.

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with school policies and regulations, which may include but is not limited to loss of school privileges, permanent transfer to another school building, classroom or school bus, exclusion from school-sponsored activities, detention, suspension, expulsion, or referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.

### Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

### Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and 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 determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
  - A. The allegations;
  - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and
  - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

#### Recordkeeping

The District must maintain for a period of seven years records of:

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;
2. Any appeal and its result;
3. Any informal resolution and its result; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must 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 must 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.

## TITLE IX SEXUAL HARASSMENT

It is the the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:

Title: Superintendent and/or designee  
 Office address: 1519 10th Street, Gering, NE 69341  
 Email: gcooper@geringschools.net  
 Phone number: 308 436-3125

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made 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.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

### Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX 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, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

### Confidentiality

The District must 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 individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

### Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

### Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to

address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators 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 the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

#### Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

#### Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

#### Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures,

such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.

4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.  
Civil Rights Act, Title VII; 42 USC 2000e et seq.  
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.  
Exec. Order 11246, as amended by Executive Order 11375  
Equal Pay Act; 29 USC 206  
34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity  
402.01 Equal Opportunity Employment  
402.15 Staff Conduct with Students  
403.02 Child Abuse Reporting  
403.03 Abuse of Students by School District Employees  
404.06 Harassment by Employees  
405.00 Employee Conduct and Appearance  
501.00 Objectives for Equal Educ. Opportunities for Students  
504.03 Student Conduct  
504.14 Hazing, Initiation, Secret Societies or Gang Activity  
504.18 Harassment by Students  
504.20 Bullying Prevention

504.21 Dating Violence Prevention  
505.03 Suspension and Expulsion of Students  
612.05 Individualized Education Program  
612.10 Procedural Safeguards