

Board of Education Regular Meeting  
Monday, August 10, 2020 7:30 PM  
Library--Superior High School, Superior, NE  
PO Box 288  
Superior, NE 68978

1. Routine Business
  1. Call Meeting to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Excuse Absent Board Member(s)
  5. Approval of Agenda
2. Regular Meeting Agenda
  1. Public Participation
  2. Consent Agenda
    1. Approval of Previous Minutes
    2. Approval of Treasurer's Report
    3. Approval of School Activity Fund Report
    4. Approval of Revenue Budget Report
    5. Approval of Expense Budget Report
  3. Approval of Previous Months Claims
  4. Revision, Creation and Deletion of Title IX Policies
  5. Activities Guidelines and Protocols
  6. INTERLOCAL COOPERATIVE AGREEMENT FOR FIBER OPTIC CABLE MANAGEMENT SERVICES PARTY ADMINISTRATOR DESIGNATION

3. Correspondence
4. Discussion Items
  1. Principals' Reports
  2. Superintendent's Report
    - Update on evaluation system
    - Preliminary Budget Review.
    - Curriculum
  3. Report from Board Committees
    - Facilities Committee Final Walkthrough
5. Items for Next Board Meeting
6. Adjournment

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 13, 2020

Notice of the meeting was given in advance through the school webpage and the Superior Express.

Board members were notified in advance of the meeting.

1. Call Hearing to Order

Student Fee Policy Hearing was called to order at 7:32 p.m. by Matt Sullivan.

2. Purpose of the special hearing is for hearing support, position, criticism, suggestions or observations of patrons relating to Policy 5045 Student Fees.

3. Review of Policy 5045 Student Fees

4. Board of Education Questions and/or directives

No Board questions or directives.

5. Public questions or comments

No public comments or questions.

6. Adjournment of Special Public Hearing

President Sullivan adjourned the meeting at 7:33 p.m.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 13, 2020

Notice of the meeting was given in advance through the school webpage and the Superior Express.

Board members were notified in advance of the meeting.

1. Call Hearing to Order

Parental Involvement Policy Hearing was called to order at 7:30 p.m. by Matt Sullivan.

2. Purpose of the special hearing is for hearing support, position, criticism, suggestions or observations of patrons relating to Policy 5018 Parent and Guardian Involvement in Education Practices.

3. Review of Policy 5018 Parent and Guardian Involvement in Education Practices.

4. Board of Education Questions and/or directives

No Board questions or directives.

5. Public questions or comments

No public questions or comments.

6. Adjournment of Special Public Hearing

President Sullivan adjourned the meeting at 7:31 p.m.

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
July 13, 2020

Notice of the meeting was given in advance through the school webpage and the Superior Express.

Board members were notified in advance of the meeting.

Matt Bargaen: Present, Brad Biltoft: Present, Jason Jensen: Present, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present. Present: 6.

1. Routine Business

1.1. Call Meeting to Order

Meeting was called to order at 7:33 p.m. by Matt Sullivan

1.2. Pledge of Allegiance

1.3. Roll Call

1.4. Excuse Absent Board Member(s)

1.5. Approval of Agenda

Motion to approve agenda as presented carried with a motion by Jason Jensen and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

2. Regular Meeting Agenda

2.1. Public Participation

2.2. Consent Agenda

Motion to approve consent agenda as presented carried with a motion by Brad Biltoft and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye

Aye: 6, Nay: 0

2.2.1. Approval of Previous Minutes

2.2.2. Approval of Treasurer's Report

2.2.3. Approval of School Activity Fund Report

2.2.4. Approval of Revenue Budget Report

2.2.5. Approval of Expense Budget Report

2.3. Approval of Previous Months Claims

Motion to approve General Fund claims for June 2020 in the amount of \$552,830.43 carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

#### 2.4. Interlocal Agreement with City of Superior and Petro Plus

Motion to approve the interlocal cooperative agreement with the City of Superior for Transportation Fuel Management Services carried with a motion by Peggy Meyer and a second by Jason Jensen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

#### 2.5. Local Substitute Certificates

Motion to allow holders of local substitute certificates to substitute as needed carried with a motion by Peggy Meyer and a second by Luke Meyers.

Jason Jensen: Abstain (With Conflict), Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye,  
Luke Meyers: Aye, Matt Sullivan: Aye  
Aye: 5, Nay: 0, Abstain (With Conflict): 1

#### 2.6. Policy Changes

Motion to adopt new, revise and delete policies as presented carried with a motion by Luke Meyers and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

Changes for each policy were reviewed.

#### 2.7. Elementary Student Handbook

Motion to approve the 2020-2021 Elementary Student Handbook as presented carried with a motion by Matt Sullivan and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

Mr. Hoins summarized the changes to the Elementary Handbook.

#### 2.8. Secondary Handbooks

Motion to approve the 2020-2021 Secondary Student and Activities Handbooks as presented carried with a motion by Peggy Meyer and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

Mr. Cook summarized the changes to the Secondary handbooks.

#### 2.9. Staff Handbook

Motion to approve the 2020-2021 Staff Handbook as presented carried with a motion by Peggy Meyer and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Jason Jensen: Aye, Peggy Meyer: Aye, Luke Meyers: Aye,  
Matt Sullivan: Aye  
Aye: 6, Nay: 0

Mr. Kobza summarized the changes to the Staff Handbook.

### 3. Correspondence

### 4. Discussion Items

#### 4.1. Fall school opening

Mr. Kobza explained the selection of sanitizer that will be used on buses, in classrooms, etc. as well as cleaning protocols.

Discussion was held on face masks and suggested quarantine protocol. Options for required versus optional face masks were discussed as well as requirement with option for parental opt out. Social distancing was also discussed. Mr. Kobza asked for input from the board on masks. Board members questioned the effectiveness of masks when they will not be wearing them during athletics, music classes, etc. Board consensus was to begin the year as highly recommended but not required and move to required if cases develop within our school district. Daily health checks will be performed with a touchless thermometer. The board suggested possibly administering temperature checks twice daily.

Mr. Kobza reviewed "Considerations for Developing Re-Opening Plans for Nebraska's Schools" prepared by the Nebraska Rural Community Schools Association. He shared plans for breakfast and lunch meal service. Evolving plans for technology, cleaning practices, playground access, instruction, staffing, and transportation were discussed..

Virtual enrollment possibilities were discussed in the event of quarantine situations or situations where health considerations exist. Homeschool policy was also discussed.

#### 4.2. Graduation update

Mr. Kobza shared the finalized plans for graduation.

#### 4.3. Principals' Reports

#### 4.4. Superintendent's Report

Mr. Kobza reviewed the proposed Capital Improvement Schedule.. Facilities committee is recommending that next fiscal year be used as a rebuilding year following the completion of the HVAC lighting upgrade project and then reevaluate the schedule. The next major project to be considered is upgrading and evaluating the front entrance area.

#### 4.5. Report from Board Committees

### 5. Items for Next Board Meeting

### 6. Adjournment

Meeting adjourned at 9:46 p.m. by Sullivan.

# Superior Public Schools

## July 2020 Cash Summary Report

<b>Fund</b>	<b>Description</b>	<b>Beginning</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Ending Balance</b>
01	General Fund	\$2,761,685.04	\$529,969.38	(\$552,830.43)	\$2,738,823.99
02	Depreciation Fund	\$136,079.07	\$6.31	(\$8,557.31)	\$127,528.07
03	Employee Benefit Fund	\$60,470.36	\$40,003.55	\$0.00	\$100,473.91
06	School Nutrition Fund	\$51,419.96	\$3,605.47	(\$4,158.48)	\$50,866.95
07	Bond Fund	\$499,114.58	\$8,078.46	\$0.00	\$507,193.04
08	Special Building Fund	\$407,807.26	\$10,492.68	(\$91,207.00)	\$327,092.94
09	QCPUF Fund	\$4,841.44	\$3.73	(\$618.64)	\$4,226.53
10	Cooperative Fund	\$302,230.07	\$3,924.78	(\$306,154.85)	\$0.00
<b>Sub Total</b>		<b>\$4,358,442.62</b>	<b>\$646,187.83</b>	<b>(\$973,376.41)</b>	<b>\$4,031,254.04</b>

**July 2020**

**Bills**

Original List	\$	145,838.94
Voided Expenditure Checks	\$	-
Receipts Posted to Expenditure Accounts	\$	-
Total	\$	145,838.94

**Additions**

NONE	\$	-
	\$	-
	\$	-
Total Additions	\$	-

**Total Bills** \$ 145,838.94

**Payroll & Benefits**

Original Total	\$	406,991.49
Additions/Corrections	\$	-
Total	\$	406,991.49

**Total Payroll & Benefits** \$ 406,991.49

**July Expenditure Adjusted Grand Total** \$ 552,830.43

**GENERAL FUND RECAP - July 2020**

Beginning Balance 06-30-2020	\$	2,761,685.04
Receipts	\$	529,969.38
Expenditures	\$	552,830.43
Ending Balance 07-31-2020	\$	2,738,823.99

**SUPERIOR PUBLIC SCHOOLS**

**TREASURER'S REPORT**

**July 2020**

<b>DEPRECIATION FUND</b>	<b>F&amp;M Bank</b>	<b>NLAF</b>
Beg Balance 06/30/2020	\$39,251.79	\$96,827.28
Receipts	\$4.44 interest	\$1.87 dividends
Disbursements	\$8,557.31 Protex (pmt 3 - fire alarm connect)	\$0.00 transfer to F&M
Ending Balance 07/31/2020	\$30,698.92	\$96,829.15
Total Depreciation Balance		\$127,528.07

<b>QUALIFIED CAPITAL PURPOSE FUND</b>		
	<b>F&amp;M Bank</b>	
Beg Balance 06/30/2020	\$4,841.44	
Receipts	\$3.33 County Proceeds \$0.40 interest	
Disbursements	\$618.64 Protex (fire alarm install)	
Ending Balance 07/31/2020	\$4,226.53	

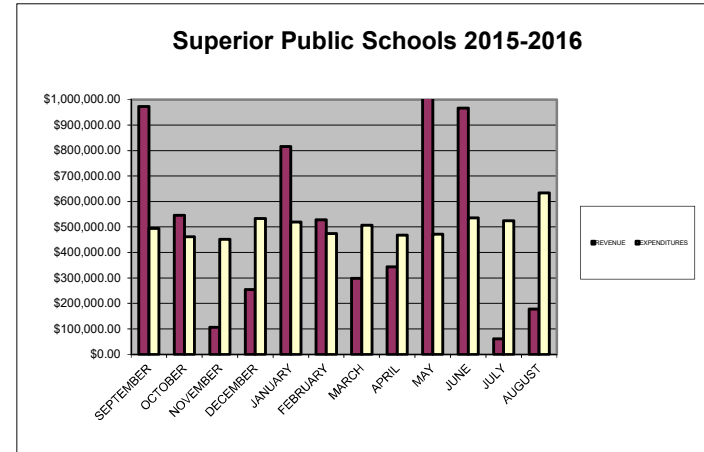
<b>BOND FUND</b>		
	<b>Horizon Bank</b>	<b>NLAF</b>
Beg Balance 06/30/2020	\$297,533.46	\$201,581.12
Receipts	\$7,908.63 County Proceeds \$165.94 interest	\$3.89 dividends
Disbursements	\$0.00	\$0.00
Ending Balance 07/31/2020	\$305,608.03	\$201,585.01
Total Bond Fund Balance		\$507,193.04

<b>SPECIAL BUILDING FUND</b>		
	<b>F&amp;M Bank</b>	
Beg Balance 06/30/2020	\$407,807.26	
Receipts	\$10,430.72 County Proceeds \$61.96 interest	
Disbursements	\$91,207.00 Community Building Solutions (pmt 4 - HVAC/electrical upgrades)	
Ending Balance 07/31/2020	\$327,092.94	

<b>CERTIFICATES OF DEPOSIT/SAVINGS</b>		
	<b>Cornerstone</b>	<b>NLAF CDs/savings</b>
Beg Balance 06/30/2020	\$137,484.79	\$164,745.28
Interest	\$12.24 \$137,497.03 cashed	\$160,412.50 cashed CD \$8,245.32 closed savings \$3,912.50 CD interest
Ending Balance 07/31/2020	\$0.00	\$0.04 dividends
Total Cooperative Balance		\$0.00

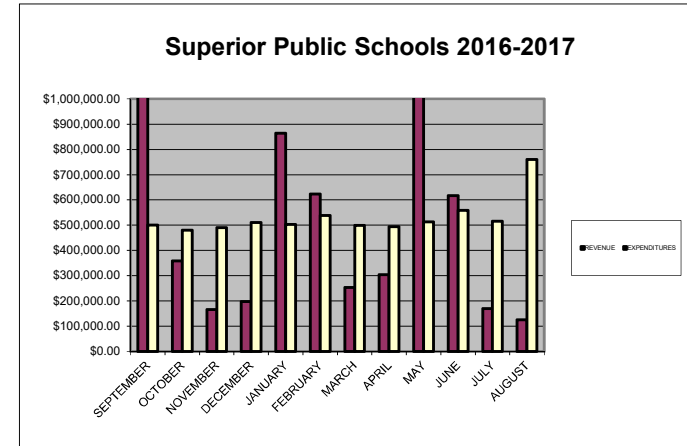
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2016-2017 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,019,504.69	\$973,034.06	\$493,897.31	\$2,498,641.44
OCTOBER	\$2,498,641.44	\$545,370.27	\$462,076.62	\$2,581,935.09
NOVEMBER	\$2,581,935.09	\$106,093.08	\$451,135.14	\$2,236,893.03
DECEMBER	\$2,236,893.03	\$254,768.19	\$533,122.23	\$1,958,538.99
JANUARY	\$1,958,538.99	\$815,695.02	\$519,813.32	\$2,254,420.69
FEBRUARY	\$2,254,420.69	\$527,881.75	\$473,755.37	\$2,308,547.07
MARCH	\$2,308,547.07	\$298,590.08	\$507,114.96	\$2,100,022.19
APRIL	\$2,100,022.19	\$343,055.87	\$467,709.83	\$1,975,368.23
MAY	\$1,975,368.23	\$1,165,257.84	\$471,630.76	\$2,668,995.31
JUNE	\$2,668,995.31	\$966,642.25	\$535,840.23	\$3,099,797.33
JULY	\$3,099,797.33	\$61,069.79	\$523,753.69	\$2,637,113.43
AUGUST	\$2,637,113.43	\$177,105.89	\$633,189.02	\$2,181,030.30



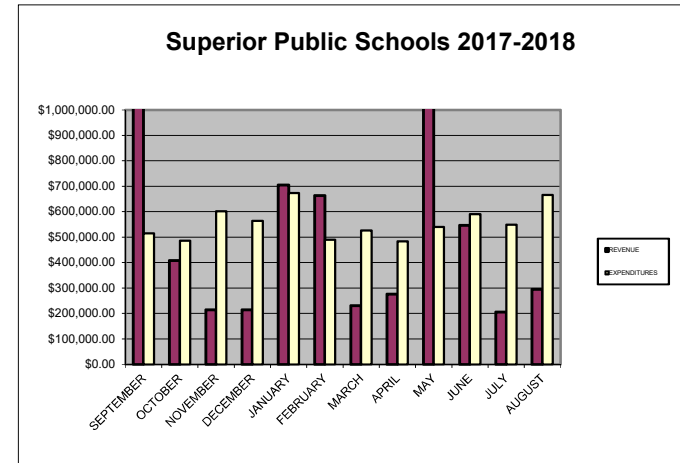
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2017-2018 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,181,030.30	\$1,119,270.98	\$500,244.63	\$2,800,056.65
OCTOBER	\$2,800,056.65	\$358,893.97	\$480,605.17	\$2,678,345.45
NOVEMBER	\$2,678,345.45	\$166,344.93	\$490,951.08	\$2,353,739.30
DECEMBER	\$2,353,739.30	\$197,119.16	\$510,728.63	\$2,040,129.83
JANUARY	\$2,040,129.83	\$864,513.40	\$503,624.37	\$2,401,018.86
FEBRUARY	\$2,401,018.86	\$623,163.35	\$538,072.19	\$2,486,110.02
MARCH	\$2,486,110.02	\$253,219.56	\$499,068.01	\$2,240,261.57
APRIL	\$2,240,261.57	\$303,981.81	\$494,240.72	\$2,050,002.66
MAY	\$2,050,002.66	\$1,596,500.95	\$512,663.51	\$3,133,840.10
JUNE	\$3,133,840.10	\$616,663.58	\$558,894.01	\$3,191,609.67
JULY	\$3,191,609.67	\$170,396.55	\$516,223.32	\$2,845,782.90
AUGUST	\$2,845,782.90	\$125,580.82	\$759,715.85	\$2,211,647.87



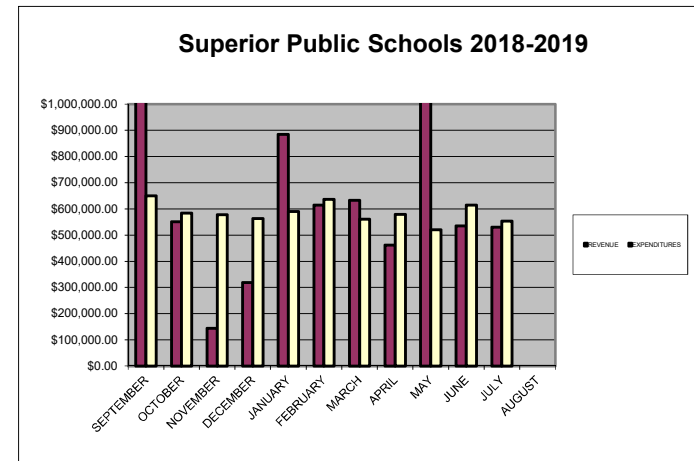
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2018-2019 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,211,647.87	\$1,179,294.60	\$514,619.07	\$2,876,323.40
OCTOBER	\$2,876,323.40	\$408,247.35	\$486,399.08	\$2,798,171.67
NOVEMBER	\$2,798,171.67	\$214,450.66	\$601,826.77	\$2,410,795.56
DECEMBER	\$2,410,795.56	\$214,513.74	\$563,437.36	\$2,061,871.94
JANUARY	\$2,061,871.94	\$704,774.93	\$673,228.58	\$2,093,418.29
FEBRUARY	\$2,093,418.29	\$663,288.73	\$490,225.81	\$2,266,481.21
MARCH	\$2,266,481.21	\$230,221.70	\$526,622.90	\$1,970,080.01
APRIL	\$1,970,080.01	\$275,606.87	\$483,913.91	\$1,761,772.97
MAY	\$1,761,772.97	\$1,618,621.40	\$539,819.49	\$2,840,574.88
JUNE	\$2,840,574.88	\$546,574.89	\$590,013.02	\$2,797,136.75
JULY	\$2,797,136.75	\$204,807.75	\$548,279.53	\$2,453,664.97
AUGUST	\$2,453,664.97	\$294,025.51	\$666,084.59	\$2,081,605.89



**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2019-2020 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$2,081,605.89	\$1,140,743.32	\$649,859.92	\$2,572,489.29
OCTOBER	\$2,572,489.29	\$551,559.00	\$584,510.28	\$2,539,538.01
NOVEMBER	\$2,539,538.01	\$143,851.40	\$577,781.45	\$2,105,607.96
DECEMBER	\$2,105,607.96	\$318,249.77	\$563,042.07	\$1,860,815.66
JANUARY	\$1,860,815.66	\$885,052.02	\$589,545.70	\$2,156,321.98
FEBRUARY	\$2,156,321.98	\$614,680.36	\$636,514.66	\$2,134,487.68
MARCH	\$2,134,487.68	\$632,297.03	\$560,310.40	\$2,206,474.31
APRIL	\$2,206,474.31	\$462,013.82	\$579,090.64	\$2,089,397.49
MAY	\$2,089,397.49	\$1,271,335.81	\$520,376.23	\$2,840,357.07
JUNE	\$2,840,357.07	\$535,382.77	\$614,054.80	\$2,761,685.04
JULY	\$2,761,685.04	\$529,969.38	\$552,830.43	\$2,738,823.99
AUGUST				



# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 07/01/2020 to 08/31/2020.

Site ID	Site Name	Rep ID	Reporting ID Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Activity ID	Activity Name							
SPS	Superior Public Schools							
100	Athletics			4,597.58	22,469.10	2,127.71	0.00	24,938.97
110	Boys' Basketball			54.70	260.00	0.00	0.00	314.70
115	Cross Country			185.93	0.00	0.00	0.00	185.93
120	Girls' Basketball			2,516.99	510.00	0.00	0.00	3,026.99
125	Boys' Golf			657.46	0.00	0.00	0.00	657.46
130	Football			5,365.92	3,923.00	320.00	0.00	8,968.92
135	JH Football			8.50	0.00	0.00	0.00	8.50
140	JH Volleyball			754.51	0.00	0.00	0.00	754.51
145	JH Girls Basketball			8.81	0.00	0.00	0.00	8.81
150	Girls' Golf			0.00	0.00	0.00	0.00	0.00
170	Volleyball			3,710.72	0.00	290.49	0.00	3,420.23
180	Wrestling			359.62	0.00	0.00	0.00	359.62
190	Track			204.32	0.00	0.00	0.00	204.32
300	Archery			863.80	0.00	0.00	0.00	863.80
305	Art Club			123.52	0.00	0.00	0.00	123.52
320	Community Service Club			1,165.29	0.00	0.00	0.00	1,165.29
325	Drama			1,103.15	250.00	0.00	0.00	1,353.15
335	FBLA			2,174.19	0.00	0.00	0.00	2,174.19
345	FFA			9,276.14	12,986.12	10,942.67	0.00	11,319.59
350	Foreign Language			1,832.09	0.00	0.00	0.00	1,832.09
355	S Club			626.49	0.00	0.00	0.00	626.49
360	Speech			159.07	750.00	0.00	0.00	909.07
365	Student Council			7,734.22	3,106.25	3,133.51	0.00	7,706.96
370	Drill Team			889.70	1,759.00	1,709.00	0.00	939.70
500	Elementary K-6			12,924.58	50.00	291.36	0.00	12,683.22
505	Jr. High 7-8			869.65	0.00	0.00	0.00	869.65
510	Secondary			1,882.42	0.00	196.00	0.00	1,686.42
511	Secondary PBIS			647.37	0.00	0.00	0.00	647.37
519	Class of 2019			0.00	0.00	0.00	0.00	0.00
520	Class of 2020			890.56	0.00	0.00	0.00	890.56
521	Class of 2021			6,069.21	0.00	0.00	0.00	6,069.21
522	Class of 2022			3,850.71	0.00	0.00	0.00	3,850.71
523	Class of 2023			2,577.08	0.00	0.00	0.00	2,577.08
524	Class of 2024			0.00	0.00	0.00	0.00	0.00
610	Ag Ed			56.94	0.00	0.00	0.00	56.94
615	Ag Trip			395.65	0.00	0.00	0.00	395.65
620	Art Fund			2,837.82	0.00	0.00	0.00	2,837.82
630	Music			20,451.63	0.00	486.54	0.00	19,965.09
640	Flashlight			8,851.14	0.00	0.00	0.00	8,851.14
650	Greenhouse			137.68	0.00	0.00	0.00	137.68
660	Industrial Arts			4,027.16	0.00	0.00	0.00	4,027.16
670	Student Purchases			0.00	0.00	0.00	0.00	0.00
690	Yearbook			1,010.11	4,040.00	0.00	0.00	5,050.11

# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 07/01/2020 to 08/31/2020.

Site ID	Site Name					
Rep ID	Reporting ID Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
800	Backpack Program	10,318.16	0.00	0.00	0.00	10,318.16
805	EPOCH	519.10	0.00	0.00	0.00	519.10
810	Flower Fund	576.29	0.00	0.00	0.00	576.29
830	Library Fund	291.39	0.00	0.00	0.00	291.39
850	Weight Room	214.62	0.00	0.00	0.00	214.62
860	Teachers' Workroom	1,179.78	0.00	92.80	0.00	1,086.98
870	Therapy Dog	516.45	0.00	0.00	0.00	516.45
880	Wildcat Food	5,259.59	0.00	0.00	0.00	5,259.59
890	Wellness Grant	1,135.28	0.00	0.00	0.00	1,135.28
990	Interest	2,931.75	19.05	0.00	0.00	2,950.80
<b>Totals:</b>		<u>134,794.84</u>	<u>50,122.52</u>	<u>19,590.08</u>	<u>0.00</u>	<u>165,327.28</u>
<b>SPS Totals:</b>		<u>134,794.84</u>	<u>50,122.52</u>	<u>19,590.08</u>	<u>0.00</u>	<u>165,327.28</u>
<b>Report Totals:</b>		<u><u>134,794.84</u></u>	<u><u>50,122.52</u></u>	<u><u>19,590.08</u></u>	<u><u>0.00</u></u>	<u><u>165,327.28</u></u>

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2020 to 07/31/2020.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Approved by	Amount
Check # Status	Issue Date Status Date	PO Number	1099? Invoice Number Description	

100	Athletics				
<hr/>					
SPS	Superior Public Schools				
033239 Cleared	07/13/2020 07/31/2020	Nebraska School Activities Association	Kim Williams		
		No 2020-2021	2020-2021 memberships		1,110.00
033242 Cleared	07/13/2020 07/31/2020	Pyramid School Products	Kim Williams		
		No S1411285.001	Athletic supplies		822.20
033243 Cleared	07/13/2020 07/31/2020	Shirt Shack	Kim Williams		
		No May 2020	scholarship nameplates		48.00
033245 Cleared	07/13/2020 07/31/2020	Superior Publishing Co., Inc	Kim Williams		
		No 06252020	Activity passes		50.00
033262 Cleared	07/24/2020 07/31/2020	School Health Corporation	Kim Williams		
		No 3760239-00	athletic medical supplies		97.51
				Total for SPS - Superior Public Schools:	2,127.71
				Total for 100 - Athletics:	2,127.71

130	Football				
<hr/>					
SPS	Superior Public Schools				
033240 Cleared	07/13/2020 07/31/2020	Overton Public School	Kim Williams		
		No 07072020	Lineman camp		320.00

170	Volleyball				
<hr/>					
SPS	Superior Public Schools				
033237 Cleared	07/06/2020 07/31/2020	Seward Club Volleyball	Kim Williams		
		No 07152020	JV & Varsity Team camp		220.00
033252 Printed	07/20/2020 07/20/2020	Jessica Shepler	Kim Williams		
		No 032324	reimb camp vehicle gas		34.77
033254 Printed	07/20/2020 07/20/2020	Kelsea Blevins	Kim Williams		
		No 9052258	reimb camp vehicle gas		35.72
				Total for SPS - Superior Public Schools:	290.49
				Total for 170 - Volleyball:	290.49

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2020 to 07/31/2020.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Approved by Description	Amount
<hr/>					
345	FFA				
<hr/>					
SPS	Superior Public Schools				
033238 Cleared	07/13/2020 07/31/2020	Kenny's Lumber & Farm Supply Inc	No July 2020	Kim Williams supplies for shed	1,345.37
033244 Cleared	07/13/2020 07/31/2020	Superior Ace Hardware	No June 2020	Kim Williams paint for shed	180.28
033245 Cleared	07/13/2020 07/31/2020	Superior Publishing Co., Inc	No 06182020	Kim Williams Fireworks ads	64.00
033247 Cleared	07/13/2020 07/31/2020	U.S. Bank	No 05262020	Kim Williams officer jackets	1,338.13
033247 Cleared	07/13/2020 07/31/2020	U.S. Bank	No 51758066	Kim Williams Fireworks license	26.63
033247 Cleared	07/13/2020 07/31/2020	U.S. Bank	No 06182020	Kim Williams gas for fireworks pick up	54.39
033263 Cleared	07/24/2020 07/31/2020	Stateline Fireworks	No 2020	Kim Williams fireworks for resale	6,661.25
033263 Cleared	07/24/2020 07/31/2020	Stateline Fireworks	No 2020-2	Kim Williams 10% gross sales	1,272.62
Total for SPS - Superior Public Schools:					10,942.67
Total for 345 - FFA:					10,942.67

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2020 to 07/31/2020.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>365 Student Council</b>						
SPS Superior Public Schools						
033249 Printed	07/20/2020 07/20/2020	Angie Gardner	No	2020	Kim Williams LAUNCH reimbursement	375.00
033250 Cleared	07/20/2020 07/31/2020	Brandon Woerner	No	2020	Kim Williams LAUNCH reimbursement	375.00
033251 Cleared	07/20/2020 07/31/2020	Heather Blackstone	No	2020	Kim Williams LAUNCH reimbursement	375.00
033253 Printed	07/20/2020 07/20/2020	Jodi Grabast	No	2020	Kim Williams LAUNCH reimbursement	375.00
033255 Cleared	07/20/2020 07/31/2020	Kristin Sunday	No	2020	Kim Williams LAUNCH reimbursement	375.00
033256 Cleared	07/20/2020 07/31/2020	Megan McMeen	No	2020	Kim Williams LAUNCH reimbursement	375.00
033257 Printed	07/20/2020 07/20/2020	Melissa Schuster	No	07022020	Kim Williams Teacher luncheon gifts	27.26
033258 Cleared	07/20/2020 07/31/2020	Rod Hunter	No	2020	Kim Williams LAUNCH reimbursement	375.00
033259 Cleared	07/20/2020 07/31/2020	Sharon Biltoft	No	2020	Kim Williams LAUNCH reimbursement	106.25
033260 Cleared	07/20/2020 07/31/2020	Sophia Fullerton	No	2020	Kim Williams LAUNCH reimbursement	375.00
Total for SPS - Superior Public Schools:						3,133.51
Total for 365 - Student Council:						3,133.51

<b>370 Drill Team</b>						
SPS Superior Public Schools						
033261 Cleared	07/24/2020 07/31/2020	National Dance Alliance	No	REG- 0010657800	Kim Williams camp fees	1,709.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 07/01/2020 to 07/31/2020.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Approved by Description	Amount
<hr/> <b>500</b> <b>Elementary K-6</b> <hr/>					
SPS	Superior Public Schools				
033245 Cleared	07/13/2020 07/31/2020	Superior Publishing Co., Inc	No      062520	Kim Williams CAT Awards	264.00
033247 Cleared	07/13/2020 07/31/2020	U.S. Bank	No      WB06457	Kim Williams CAT award wristbands	27.36
Total for SPS - Superior Public Schools:					291.36
Total for 500 - Elementary K-6:					291.36
<hr/> <b>510</b> <b>Secondary</b> <hr/>					
SPS	Superior Public Schools				
033246 Cleared	07/13/2020 07/31/2020	Tech to School	No      MTS72502	Kim Williams iPad chargers	196.00
<hr/> <b>630</b> <b>Music</b> <hr/>					
SPS	Superior Public Schools				
033247 Cleared	07/13/2020 07/31/2020	U.S. Bank	No      SO-422629	Kim Williams drum sticks	34.98
033248 Cleared	07/13/2020 07/31/2020	Yandas Music & Pro Audio	No      July 2020	Kim Williams instrument repairs	451.56
Total for SPS - Superior Public Schools:					486.54
Total for 630 - Music:					486.54
<hr/> <b>860</b> <b>Teachers' Workroom</b> <hr/>					
SPS	Superior Public Schools				
033241 Cleared	07/13/2020 07/31/2020	Linpecco-Hastings	No      Jun 20 61105	Kim Williams drink machine	92.80
<b>Grand Total :</b>					<b>19,590.08</b>

# Superior Public Schools

## July 2020 Revenue Budget Report

Account Code	Description	July 2020 Receipts	2019-2020 Budget	Actual (YTD)	Available (YTD)	% of Budget Received
01-1-01100-000-000	Local Property Taxes	(\$63,196.79)	(\$4,548,000.00)	(\$4,308,941.93)	(\$239,058.07)	94.74
01-1-01115-000-000	Carline Tax	\$0.00	(\$4,500.00)	(\$3,337.29)	(\$1,162.71)	74.16
01-1-01120-000-000	Pub Power 5% Gross	\$0.00	(\$6,000.00)	(\$7,194.04)	\$1,194.04	119.90
01-1-01125-000-000	Motor Vehicle Taxes	(\$27,021.90)	(\$210,000.00)	(\$212,630.11)	\$2,630.11	101.25
01-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$935.58)	\$0.00	(\$22,545.06)	\$22,545.06	0.00
01-1-01311-000-000	Tuition - Indiv Reg Ed	\$0.00	(\$2,000.00)	(\$2,000.00)	\$0.00	100.00
01-1-01331-000-000	Tuition Otr Dist Reg Ed	\$0.00	(\$32,000.00)	(\$108,000.00)	\$76,000.00	337.50
01-1-01423-000-000	Trans-Oth Dist SPED	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)	0.00
01-1-01510-000-000	Interest	(\$1,465.45)	(\$18,000.00)	(\$17,009.39)	(\$990.61)	94.49
01-1-01911-000-000	Local License Fees	\$0.00	(\$1,000.00)	(\$1,200.00)	\$200.00	120.00
01-1-01920-000-000	Contributions and Donations From Private Sources	\$0.00	\$0.00	(\$25,000.00)	\$25,000.00	0.00
01-1-01921-000-000	City Police Court Fines	\$0.00	(\$1,000.00)	(\$600.00)	(\$400.00)	60.00
01-1-01955-000-000	Postsecondary Receipts	(\$4,740.00)	\$0.00	(\$6,732.00)	\$6,732.00	0.00
01-1-01990-000-000	Other Local Receipts	\$0.00	(\$2,500.00)	(\$2,019.12)	(\$480.88)	80.76
01-1-02110-000-000	Co Fines & License Fees	(\$751.65)	(\$18,000.00)	(\$18,423.67)	\$423.67	102.35
01-1-02210-000-000	ESU Receipts	\$0.00	(\$1,566.00)	(\$1,950.00)	\$384.00	124.52
01-1-03110-000-000	State Aid	\$0.00	(\$353,634.00)	(\$353,634.00)	\$0.00	100.00
01-1-03120-000-000	Sped - School Age	\$0.00	(\$375,000.00)	(\$511,201.00)	\$136,201.00	136.32
01-1-03125-000-000	Sped Transport - SA	\$0.00	(\$22,000.00)	(\$30,470.00)	\$8,470.00	138.50
01-1-03130-000-000	Homestead Exemption	(\$9,050.63)	\$0.00	(\$44,988.97)	\$44,988.97	0.00
01-1-03131-000-000	Property Tax Credit	\$0.00	\$0.00	(\$314,261.46)	\$314,261.46	0.00
01-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$11,058.95)	\$11,058.95	0.00
01-1-03133-000-000	Nameplate Capacity	\$2,642.68	\$0.00	(\$2,534.70)	\$2,534.70	0.00
01-1-03180-000-000	Pro-Rate Motor Vehicle	(\$2,114.17)	(\$9,500.00)	(\$9,978.10)	\$478.10	105.03
01-1-03400-000-000	State Apportionment	\$0.00	(\$38,000.00)	(\$60,404.32)	\$22,404.32	158.95
01-1-03512-000-000	Distance Ed Incentive	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03535-000-000	High Ability Learners	\$0.00	(\$4,000.00)	(\$4,943.00)	\$943.00	123.57
01-1-03990-000-000	Other State Receipts	\$0.00	(\$500.00)	\$0.00	(\$500.00)	0.00
01-1-04310-000-000	REAP	\$0.00	(\$25,000.00)	(\$34,258.20)	\$9,258.20	137.03
01-1-04505-000-000	Title I	(\$80,625.04)	(\$60,000.00)	(\$80,625.04)	\$20,625.04	134.37
01-1-04509-000-000	Title II A	\$0.00	(\$15,000.00)	(\$26,866.00)	\$11,866.00	179.10
01-1-04516-000-000	IDEA Presc (619) Base, E/P	\$0.00	(\$4,000.00)	(\$7,844.00)	\$3,844.00	196.10
01-1-04519-000-000	IDEA E/Poverty	\$0.00	(\$103,000.00)	\$0.00	(\$103,000.00)	0.00
01-1-04525-000-000	Fed Voc (Carl Perkins)	\$0.00	(\$18,800.00)	(\$21,334.00)	\$2,534.00	113.47
01-1-04530-000-000	PBiS (SPDG) grant	\$0.00	\$0.00	(\$5,640.61)	\$5,640.61	0.00
01-1-04531-000-000	Title IV, Part B, 21st Century	(\$36,556.00)	\$0.00	(\$36,556.00)	\$36,556.00	0.00
01-1-04708-000-000	MIPS	\$0.00	(\$3,000.00)	(\$16,979.65)	\$13,979.65	565.98
01-1-04709-000-000	MAAPS	\$0.00	(\$7,500.00)	(\$15,367.86)	\$7,867.86	204.90
01-1-05200-000-000	Transfer	(\$306,154.85)	\$0.00	(\$724,489.20)	\$724,489.20	0.00

01-1-05300-000-000	Sale Of Property	\$0.00	\$0.00	(\$1,062.00)	\$1,062.00	0.00
01-1-05301-000-000	Insurance Adjustments	\$0.00	\$0.00	(\$33,055.01)	\$33,055.01	0.00
<b>Subtotal of Element: [FUND] 01 - General Fund</b>		<b>(\$529,969.38)</b>	<b>(\$5,887,000.00)</b>	<b>(\$7,085,134.68)</b>	<b>\$1,198,134.68</b>	<b>120.35</b>
02-1-01510-000-000	Interest	(\$6.31)	(\$500.00)	(\$1,506.25)	\$1,006.25	301.25
02-1-05200-000-000	Gen Fund Transfer	\$0.00	(\$750,000.00)	\$0.00	(\$750,000.00)	0.00
<b>Subtotal of Element: [FUND] 02 - Depreciation Fund</b>		<b>(\$6.31)</b>	<b>(\$750,500.00)</b>	<b>(\$1,506.25)</b>	<b>(\$748,993.75)</b>	<b>0.20</b>
03-1-01510-000-000	Interest On Account	(\$3.55)	\$0.00	(\$45.45)	\$45.45	0.00
03-1-05200-000-000	General Fund Transfers	(\$40,000.00)	(\$40,000.00)	(\$40,000.00)	\$0.00	100.00
<b>Subtotal of Element: [FUND] 03 - Employee Benefit Fund</b>		<b>(\$40,003.55)</b>	<b>(\$40,000.00)</b>	<b>(\$40,045.45)</b>	<b>\$45.45</b>	<b>100.11</b>
06-1-01510-000-000	Interest On Account	(\$2.16)	(\$30.00)	(\$25.44)	(\$4.56)	84.80
06-1-01611-000-000	Student Lunch	\$0.00	(\$90,000.00)	(\$52,687.65)	(\$37,312.35)	58.54
06-1-01612-000-000	Student Breakfast	\$0.00	(\$20,000.00)	(\$1,345.60)	(\$18,654.40)	6.72
06-1-01620-000-000	Extra Items (A La Carte)	(\$56.00)	(\$13,770.00)	(\$27,703.37)	\$13,933.37	201.18
06-1-01990-000-000	Other Local (Misc)	(\$192.09)	\$0.00	(\$1,055.07)	\$1,055.07	0.00
06-1-03150-000-000	State Lunch Reimb	\$0.00	\$0.00	(\$1,159.11)	\$1,159.11	0.00
06-1-03990-000-000	Other State	\$0.00	\$0.00	(\$500.00)	\$500.00	0.00
06-1-04210-000-000	Federal Reimbursement	(\$3,355.22)	(\$152,000.00)	(\$153,856.19)	\$1,856.19	101.22
06-1-05200-000-000	General Fund Transfer	\$0.00	(\$20,000.00)	(\$20,000.00)	\$0.00	100.00
<b>Subtotal of Element: [FUND] 06 - School Nutrition Fund</b>		<b>(\$3,605.47)</b>	<b>(\$295,800.00)</b>	<b>(\$258,332.43)</b>	<b>(\$37,467.57)</b>	<b>87.33</b>
07-1-01100-000-000	Property Tax	(\$6,981.03)	(\$495,043.00)	(\$474,280.86)	(\$20,762.14)	95.80
07-1-01115-000-000	Carline Tax	\$0.00	(\$530.00)	(\$364.46)	(\$165.54)	68.76
07-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$783.06)	\$783.06	0.00
07-1-01140-000-000	Pen/Int on Delinquent Taxes	\$0.00	\$0.00	(\$848.20)	\$848.20	0.00
07-1-01510-000-000	Interest	(\$169.83)	(\$8,750.00)	(\$6,089.21)	(\$2,660.79)	69.59
07-1-03130-000-000	Homestead Exemption	(\$985.13)	\$0.00	(\$4,897.65)	\$4,897.65	0.00
07-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	(\$34,207.10)	\$34,207.10	0.00
07-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$1,203.56)	\$1,203.56	0.00
07-1-03133-000-000	Nameplate Capacity	\$287.65	\$0.00	(\$275.90)	\$275.90	0.00
07-1-03180-000-000	Pro Rate MV	(\$230.12)	\$0.00	(\$1,090.51)	\$1,090.51	0.00
07-1-05101-000-000	Bond Refunded	\$0.00	(\$5,500,000.00)	\$0.00	(\$5,500,000.00)	0.00
<b>Subtotal of Element: [FUND] 07 - Bond Fund</b>		<b>(\$8,078.46)</b>	<b>(\$6,004,323.00)</b>	<b>(\$524,040.51)</b>	<b>(\$5,480,282.49)</b>	<b>8.73</b>
08-1-01100-000-000	Property Tax	(\$9,203.37)	(\$655,000.00)	(\$550,114.52)	(\$104,885.48)	83.98
08-1-01115-000-000	Carline Tax	\$0.00	(\$400.00)	(\$456.69)	\$56.69	114.17
08-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$1,036.09)	\$1,036.09	0.00
08-1-01140-000-000	Pen/Int on Delinquent Taxes	\$0.00	\$0.00	(\$697.88)	\$697.88	0.00
08-1-01510-000-000	Interest	(\$61.96)	(\$400.00)	(\$1,085.30)	\$685.30	271.32
08-1-03130-000-000	Homestead Exempt	(\$1,303.47)	\$0.00	(\$6,504.63)	\$6,504.63	0.00

08-1-03131-000-000	Prop Tax Credit	\$0.00	\$0.00	(\$45,259.88)	\$45,259.88	0.00
08-1-03132-000-000	Personal Prop Tax Credit	\$0.00	\$0.00	(\$1,592.70)	\$1,592.70	0.00
08-1-03133-000-000	Nameplate Capacity	\$380.60	\$0.00	(\$365.05)	\$365.05	0.00
08-1-03180-000-000	Pro Rate MV	(\$304.48)	(\$1,000.00)	(\$1,349.44)	\$349.44	134.94
<b>Subtotal of Element: [FUND] 08 - Special Building Fund</b>		<b>(\$10,492.68)</b>	<b>(\$656,800.00)</b>	<b>(\$608,462.18)</b>	<b>(\$48,337.82)</b>	<b>92.64</b>
09-1-01100-000-000	Property Tax	(\$3.33)	\$0.00	(\$10,797.74)	\$10,797.74	0.00
09-1-01115-000-000	Carline Tax	\$0.00	\$0.00	(\$3.58)	\$3.58	0.00
09-1-01140-000-000	Pen/Int on Delinquent Taxes	\$0.00	\$0.00	(\$56.12)	\$56.12	0.00
09-1-01510-000-000	Interest	(\$0.40)	\$0.00	(\$17.40)	\$17.40	0.00
09-1-03180-000-000	Pro Rate MV	\$0.00	\$0.00	(\$13.10)	\$13.10	0.00
<b>Subtotal of Element: [FUND] 09 - QCPUF Fund</b>		<b>(\$3.73)</b>	<b>\$0.00</b>	<b>(\$10,887.94)</b>	<b>\$10,887.94</b>	<b>0.00</b>
10-1-01510-000-000	Interest on Account	(\$3,924.78)	(\$10,000.00)	(\$8,154.49)	(\$1,845.51)	81.54
<b>Subtotal of Element: [FUND] 10 - Cooperative Fund</b>		<b>(\$3,924.78)</b>	<b>(\$10,000.00)</b>	<b>(\$8,154.49)</b>	<b>(\$1,845.51)</b>	<b>81.54</b>
<b>Grand Total</b>		<b>(\$596,084.36)</b>	<b>(\$13,644,423.00)</b>	<b>(\$8,536,563.93)</b>	<b>(\$5,107,859.07)</b>	<b>62.56</b>

# Superior Public Schools

## July 2020 Expense Budget Report

FUND	FUNCTION	July 2020 Expenditures	2019-20 Budget	Actuals (YTD)	Available	% of Budget Spent
01 - General Fund	01100 - Regular Instruction	\$273,690.61	\$2,921,100.00	\$2,505,660.47	\$415,439.53	85.78
01 - General Fund	01125 - Regular Instructional Programs School Age (Flex-Spending)	\$0.00		\$8,007.58	(\$8,007.58)	
01 - General Fund	01150 - Limited English Proficiency Programs	\$0.00	\$5,700.00	\$0.00	\$5,700.00	0.00
01 - General Fund	01160 - Poverty Programs	\$21,773.89	\$257,500.00	\$227,946.34	\$29,553.66	88.52
01 - General Fund	01200 - Special Education Instructional Programs - School Age	\$46,596.32	\$993,750.00	\$891,094.52	\$104,155.48	89.53
01 - General Fund	01291 - Special Education Instructional Programs - Ages 3-5	\$8,007.39	\$119,300.00	\$100,762.47	\$18,537.53	84.46
01 - General Fund	01292 - Special Education Instructional Programs - Ages 0-2	\$1,883.65	\$36,950.00	\$35,861.65	\$1,088.35	97.05
01 - General Fund	01300 - Summer School	\$294.43	\$27,500.00	\$412.28	\$27,087.72	1.50
01 - General Fund	01400 - Adult Education	\$0.00	\$3,200.00	\$2,698.17	\$501.83	84.32
01 - General Fund	02110 - Attendance and Social Work Services	\$0.00	\$8,000.00	\$6,554.08	\$1,445.92	81.93
01 - General Fund	02120 - Guidance Services	\$10,920.32	\$136,000.00	\$113,467.87	\$22,532.13	83.43
01 - General Fund	02130 - Health Services	\$0.00	\$34,050.00	\$15,477.44	\$18,572.56	45.46
01 - General Fund	02140 - Psychological Services	\$0.00		\$7,592.37	(\$7,592.37)	
01 - General Fund	02141 - Psychological Services - SPED - School Age	\$1,424.11	\$160,000.00	\$67,441.46	\$92,558.54	42.15
01 - General Fund	02142 - Psychological Services - SPED - Ages 3-5	\$0.00	\$10,000.00	\$5,035.88	\$4,964.12	50.36
01 - General Fund	02143 - Psychological Services - SPED - Ages 0-2	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00
01 - General Fund	02151 - Speech Pathology and Audiology Services - SPED - School Age	\$11,969.13	\$215,500.00	\$146,474.99	\$69,025.01	67.97
01 - General Fund	02152 - Speech Pathology and Audiology Services - SPED - Ages 3-5	\$1,583.71	\$24,000.00	\$11,084.53	\$12,915.47	46.19
01 - General Fund	02153 - Speech Pathology and Audiology Services - SPED - Ages 0-2	\$1,801.18	\$24,000.00	\$24,260.26	(\$260.26)	101.08
01 - General Fund	02161 - Occupational Therapy-Related Services - SPED - School Age	\$0.00	\$30,000.00	\$14,593.06	\$15,406.94	48.64
01 - General Fund	02162 - Occupational Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$15,000.00	\$7,465.02	\$7,534.98	49.77
01 - General Fund	02163 - Occupational Therapy-Related Services - SPED - Ages 0-2	\$0.00	\$5,000.00	\$457.09	\$4,542.91	9.14
01 - General Fund	02171 - Physical Therapy-Related Services - SPED - School Age	\$0.00	\$13,000.00	\$5,758.50	\$7,241.50	44.30
01 - General Fund	02172 - Physical Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$6,500.00	\$1,831.50	\$4,668.50	28.18
01 - General Fund	02173 - Physical Therapy-Related Services - SPED - Ages 0-2	\$99.00	\$3,000.00	\$1,897.50	\$1,102.50	63.25
01 - General Fund	02181 - Visually Impaired or Vision Services - SPED - School Age	\$305.55	\$9,000.00	\$10,680.55	(\$1,680.55)	118.67
01 - General Fund	02190 - Support Services - Student - Other	\$0.00	\$21,950.00	\$16,258.14	\$5,691.86	74.07
01 - General Fund	02212 - Instruction and Curriculum Development	\$5,471.83	\$33,500.00	\$53,738.43	(\$20,238.43)	160.41
01 - General Fund	02213 - Instructional Staff Training	\$459.12	\$25,500.00	\$16,462.73	\$9,037.27	64.56
01 - General Fund	02220 - Library or Media Services	\$2,787.35	\$74,000.00	\$71,699.84	\$2,300.16	96.89
01 - General Fund	02224 - Educational Television Services	\$580.51	\$14,000.00	\$12,593.91	\$1,406.09	89.96
01 - General Fund	02230 - Instruction-Related Technology	\$3,027.76	\$70,000.00	\$118,789.35	(\$48,789.35)	169.70
01 - General Fund	02240 - Academic Student Assessment	\$2,946.00	\$8,000.00	\$5,463.50	\$2,536.50	68.29

01 - General Fund	02310 - Board of Education	\$170.26	\$25,000.00	\$20,567.28	\$4,432.72	82.27
01 - General Fund	02320 - Executive Administration	\$18,842.58	\$240,000.00	\$207,876.89	\$32,123.11	86.62
01 - General Fund	02330 - District Legal Services	\$0.00	\$30,000.00	\$6,980.48	\$23,019.52	23.27
01 - General Fund	02410 - Office of the Principal	\$31,638.55	\$385,000.00	\$340,036.24	\$44,963.76	88.32
01 - General Fund	02510 - Fiscal Services	\$13,204.79	\$189,400.00	\$134,522.10	\$54,877.90	71.03
01 - General Fund	02530 - Printing, Publishing, and Duplicating Services	\$0.00		\$600.00	(\$600.00)	
01 - General Fund	02570 - Personnel Services	\$0.00	\$23,000.00	\$1,024.05	\$21,975.95	4.45
01 - General Fund	02610 - Operation of Buildings	\$18,431.76	\$301,100.00	\$252,233.30	\$48,866.70	83.77
01 - General Fund	02620 - Maintenance of Buildings	\$20,016.94	\$282,800.00	\$199,922.52	\$82,877.48	70.69
01 - General Fund	02630 - Care and Upkeep of Grounds	\$3,307.77	\$79,100.00	\$21,524.66	\$57,575.34	27.21
01 - General Fund	02650 - Vehicle Operation and Maintenance (Other Than Student Transportation Vehicles)	\$55.70	\$6,500.00	\$2,937.41	\$3,562.59	45.19
01 - General Fund	02660 - Security	\$725.00	\$17,000.00	\$16,855.25	\$144.75	99.15
01 - General Fund	02670 - Safety	\$0.00	\$5,000.00	\$5,658.56	(\$658.56)	113.17
01 - General Fund	02710 - Vehicle Operation and Purchasing - Regular Education	\$6,411.87	\$262,250.00	\$232,428.64	\$29,821.36	88.63
01 - General Fund	02712 - Vehicle Operation and Purchasing - School Age SPED	\$499.92	\$80,500.00	\$69,834.36	\$10,665.64	86.75
01 - General Fund	02713 - Vehicle Operation and Purchasing - Below Age 5 SPED	\$23.67	\$36,500.00	\$7,935.86	\$28,564.14	21.74
01 - General Fund	02730 - Vehicle Servicing and Maintenance - Regular Education	\$0.00	\$13,450.00	\$12,213.97	\$1,236.03	90.81
01 - General Fund	02732 - Vehicle Servicing and Maintenance - School Age SPED	\$0.00	\$12,500.00	\$4,415.62	\$8,084.38	35.32
01 - General Fund	02733 - Vehicle Servicing and Maintenance - Below Age 5 SPED	\$0.00	\$5,500.00	\$297.08	\$5,202.92	5.40
01 - General Fund	03512 - Distance Education Incentive Payments	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00
01 - General Fund	03535 - High Ability Learners	\$207.05	\$24,400.00	\$26,868.12	(\$2,468.12)	110.12
01 - General Fund	06200 - Federal Services - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$7,709.63	\$99,325.00	\$80,625.04	\$18,699.96	81.17
01 - General Fund	06310 - Federal Services - Title II, Part A ESSA Supporting Effective Instruction	\$0.00	\$55,000.00	\$26,866.00	\$28,134.00	48.85
01 - General Fund	06404 - Federal Services - IDEA Part B (611) Base Allocation - Birth Through Age Four	\$0.00	\$37,200.00	\$15,475.00	\$21,725.00	41.60
01 - General Fund	06406 - Federal Services - IDEA Preschool (619) Base Allocation	\$0.00	\$4,000.00	\$6,333.98	(\$2,333.98)	158.35
01 - General Fund	06408 - Federal Services - IDEA Part B (611); Base & Enrollment Poverty - Ages 0-21	\$7,737.81		\$82,887.58	(\$82,887.58)	
01 - General Fund	06410 - Federal Services - IDEA Enrollment or Poverty (611)	\$0.00	\$57,500.00	\$0.00	\$57,500.00	0.00
01 - General Fund	06455 -	\$0.00	\$1,500.00	\$0.00	\$0.00	
01 - General Fund	06690 - Federal Services - Other Federal Non-Categorical Expenditures	\$880.30	\$13,000.00	\$1,408.82	\$11,591.18	10.84
01 - General Fund	06700 - Federal Services - Federal Vocational and Applied Technology Education (Carl Perkins)	\$1,796.00	\$26,850.00	\$13,818.77	\$13,031.23	51.47
01 - General Fund	06968 - Federal Services - 21st Century Learning	\$548.97	\$74,625.00	\$38,989.32	\$35,635.68	52.25
01 - General Fund	06992 - Federal Services - REAP	\$0.00	\$31,000.00	\$34,258.20	(\$3,258.20)	110.51
01 - General Fund	08000 - Transfers (Outgoing)	\$25,000.00	\$55,000.00	\$55,000.00	\$0.00	100.00
<b>Subtotal of Element: [FUND] 01 - General Fund</b>		<b>\$552,830.43</b>	<b>\$7,790,000.00</b>	<b>\$6,427,916.58</b>	<b>\$1,362,083.42</b>	
02 - Depreciation Fund	02900 - Other Support Services	\$8,557.31	\$1,008,500.00	\$136,327.72	\$872,172.28	13.52
<b>Subtotal of Element: [FUND] 02 - Depreciation Fund</b>		<b>\$8,557.31</b>	<b>\$1,008,500.00</b>	<b>\$136,327.72</b>	<b>\$872,172.28</b>	

03 - Employee Benefit Fund	02290 - Other Support Services - Instructional Staff	\$0.00		\$39,000.00	(\$39,000.00)	
03 - Employee Benefit Fund	02900 - Other Support Services	\$0.00	\$141,450.00	\$0.00	\$141,450.00	0.00
<b>Subtotal of Element: [FUND] 03 - Employee Benefit Fund</b>		<b>\$0.00</b>	<b>\$141,450.00</b>	<b>\$39,000.00</b>	<b>\$102,450.00</b>	
06 - School Nutrition Fund	03100 - Food Services Operations	\$4,158.48	\$316,218.00	\$234,944.77	\$81,273.23	74.30
06 - School Nutrition Fund	03990 - NE Thursdays mini grant	\$0.00		\$500.00	(\$500.00)	
<b>Subtotal of Element: [FUND] 06 - School Nutrition Fund</b>		<b>\$4,158.48</b>	<b>\$316,218.00</b>	<b>\$235,444.77</b>	<b>\$80,773.23</b>	
07 - Bond Fund	05000 - Debt Service	\$0.00	\$6,830,000.00	\$1,021,478.80	\$5,808,521.20	14.96
<b>Subtotal of Element: [FUND] 07 - Bond Fund</b>		<b>\$0.00</b>	<b>\$6,830,000.00</b>	<b>\$1,021,478.80</b>	<b>\$5,808,521.20</b>	
08 - Special Building Fund	02515 - Building and Sites	\$91,207.00	\$837,600.00	\$538,372.10	\$299,227.90	64.28
<b>Subtotal of Element: [FUND] 08 - Special Building Fund</b>		<b>\$91,207.00</b>	<b>\$837,600.00</b>	<b>\$538,372.10</b>	<b>\$299,227.90</b>	
09 - QCPUF Fund	02515 - Building and Sites	\$0.00		\$2,922.61	(\$2,922.61)	
09 - QCPUF Fund	02620 - Maintenance of Buildings	\$618.64	\$50,705.00	\$9,560.33	\$41,144.67	18.85
09 - QCPUF Fund	02670 - Safety	\$0.00		\$13,838.00	(\$13,838.00)	
<b>Subtotal of Element: [FUND] 09 - QCPUF Fund</b>		<b>\$618.64</b>	<b>\$50,705.00</b>	<b>\$26,320.94</b>	<b>\$24,384.06</b>	
10 - Cooperative Fund	08000 - Transfers (Outgoing)	\$306,154.85	\$725,000.00	\$724,489.20	\$510.80	99.93
<b>Subtotal of Element: [FUND] 10 - Cooperative Fund</b>		<b>\$306,154.85</b>	<b>\$725,000.00</b>	<b>\$724,489.20</b>	<b>\$510.80</b>	
<b>Grand Total</b>		<b>\$963,526.71</b>	<b>\$17,699,473.00</b>	<b>\$9,149,350.11</b>	<b>\$8,550,122.89</b>	

# Superior Public Schools

## August 2020 General Fund Check Listing Report

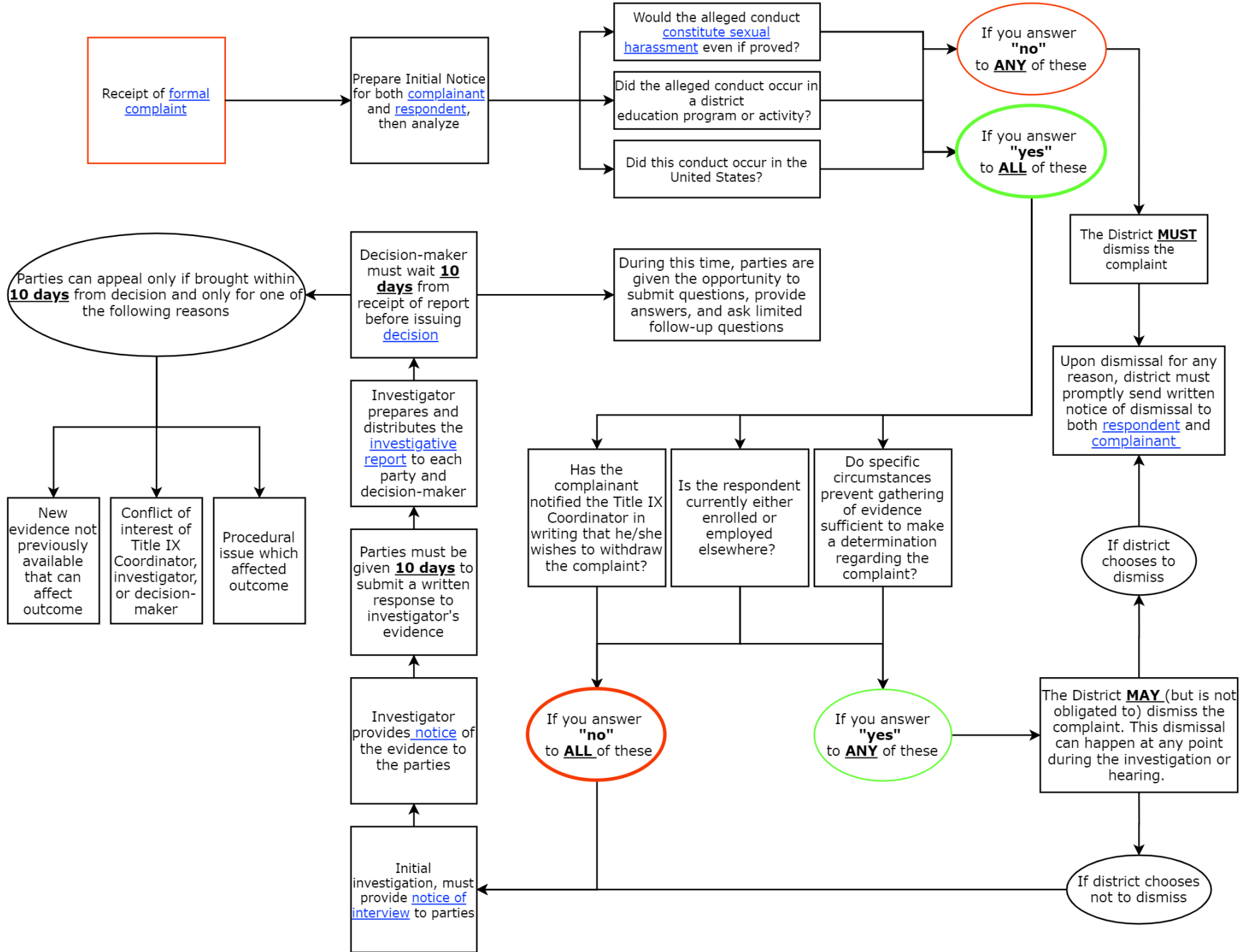
Payee	Description	Amount
Acco Brands USA LLC	laminating film	\$143.28
Amazon Capital Services	Chromebook labels, cord reel	\$110.37
Amazon Capital Services	Williams monitors, stand	\$305.93
Amazon Capital Services	Library supplies	\$622.14
Amazon Capital Services	Christiancy battery pack	\$71.39
Amazon Capital Services	library supplies	\$7.19
Amazon Capital Services	White supplies	\$61.98
Amazon Capital Services	Elem Grade Books	\$23.00
Amazon Capital Services	Music DVD-Rom	\$27.85
Amazon Capital Services	Kid's Club supplies	\$92.44
Amazon Capital Services	Kottmeyer battery pack, Going tv bracket	\$135.44
Amazon Capital Services	Rachel Renz supplies	\$794.31
Amazon Capital Services	Rachel Renz supplies	\$6.90
Amazon Capital Services	Business Prime membership	\$179.00
Amazon Capital Services	Baker-Grade 5 book	\$12.99
Amazon Capital Services	Scheele supplies	\$22.79
Amazon Capital Services	C Utecht supplies	\$22.99
Amazon Capital Services	infrared digital thermometers	\$569.10
Amazon Capital Services	infrared digital thermometers	\$194.00
Amazon Capital Services	library supplies	\$286.44
Amazon Capital Services	Baker supplies	\$83.52
Amazon Capital Services	Elem chair mats	\$570.74
April Perrie	PBiS parent meeting stipend	\$100.00
ASCAP	2020-2021 Music licensing fee	\$366.76
ASK Supply Company	custodial supplies	\$1,960.98
ASK Supply Company	hand sanitizer	\$1,374.72
ASK Supply Company	custodial supplies	\$162.10
B-Green Lawn Care	Application #3	\$1,100.00
B-Green Lawn Care	sprinkler repair, track & FB field treatments	\$729.95
B-Green Lawn Care	FB field fungicide	\$75.00
Baker & Son Disposal LLC	dumpster	\$401.27
Blick Art Materials	Rempe supplies	\$63.24
Brodstone Memorial Hospital	Rothchild	\$128.00
Brodstone Memorial Hospital	Jensen bus physical	\$258.00
Brodstone Memorial Hospital	July 2020 IT services	\$2,123.69
Brodstone Memorial Hospital	July 2020 PT services	\$66.00
Brody Chemical Company, Inc	custodial supplies	\$1,158.19
Central Community College	Flaata summer class	\$315.00
Culligan of Hastings	Elem water softener repair	\$85.00
Curriculum Leadership Institute	2020-2021 contract, payment 2	\$2,850.00
DAS State Acctg-Central Finance	June 2020 Network NE	\$229.32
Depreciation Fund	Year end expenditures transfer	\$595,000.00
Eakes Office Solutions	Boyles hand sanitizer	\$35.76
Eakes Office Solutions	Mellott hand sanitizer	\$29.80
Eakes Office Solutions	cutodial supplies	\$448.68
Eakes Office Solutions	custodial supplies	\$81.84
Eakes Office Solutions	paper	\$108.66
Eakes Office Solutions	photo paper	\$203.31
Eakes Office Solutions	copier lease admin fee	\$55.00
Eakes Office Solutions	copies	\$1,972.13
Educational Service Unit #9	Fuller supplies	\$15.79
General Fund	PBiS Regional mtg mileage	\$121.80
General Fund	PBiS Summit mtg mileage	\$121.80
Glenwood Telecommunications	GTV services	\$117.19

Glenwood Telecommunications	internet services	\$234.00
Glenwood Telecommunications	landline service	\$184.25
Head Start	2019-20 GOLD Assessment	\$382.40
Hometown Leasing	copiers/printers lease	\$1,777.00
Ideal Market	softener salt	\$71.88
Ideal Market	summer school snacks	\$79.89
Ideal Market	mulch	\$119.80
Ideal Market	Kid's Club supplies	\$21.07
Innovative Office Solutions	Elem supplies	\$857.55
Innovative Office Solutions	Elem supplies	\$22.89
Innovative Office Solutions	Elem supplies	\$36.52
Jennifer Simpkins	PBiS Parent meeting stipend	\$100.00
John Druba	trash service	\$133.00
JourneyEd.com, Inc	Adobe VIP license	\$500.00
Junior Library Guild	Elementary subscription	\$1,808.40
JW Pepper & Son Inc	MS Band music	\$45.00
Kaitlyn Moore	staff masks	\$350.00
Kajeet Inc	2020-2021 data plan	\$2,134.79
Kenny's Lumber and Farm Supply Inc	paint supplies	\$432.18
KSB School Law, PC LLO	July 2020 legal services	\$632.50
Lawson Products	custodial supplies	\$347.69
Marty Kobza	cell phone stipend	\$50.00
McGraw Hill LLC	J Utecht supplies	\$161.26
Melissa Meyer	PBiS parent meeting stipend	\$100.00
Melissa Woerner	PBiS parent meeting stipend	\$100.00
Menards	maint supplies	\$9.74
National Art & School Supplies Inc	Elem supplies	\$631.92
National Art & School Supplies Inc	Elem supplies	\$69.39
Nebraska Council of School Administrators	Grabast 2020-2021 dues	\$410.00
Nebraska Council of School Administrators	Grabast Administrator Days	\$140.00
Nebraska/Central Equipment, Inc	Activities Bus security cameras	\$2,699.00
Nex-Tech	offsite backup	\$260.00
Nex-Tech	security cameras lease	\$725.00
NRCSA	2020-2021 Membership	\$850.00
Nutrien Ag Solutions	sprayer part	\$208.08
One Source	Corder, Turner background checks	\$50.00
Petro Plus	mower gas	\$210.00
Petro Plus	van gas	\$207.31
Petro Plus	cust/staff gas	\$213.00
Petro Plus	PALLS Van 7 gas	\$36.50
Pine Cove Consulting, LLC	2020-2021 MIBS services	\$13,692.00
Pine Cove Consulting, LLC	monthly managed services, network	\$2,949.00
Pine Cove Consulting, LLC	monthly restore	\$295.00
Pine Cove Consulting, LLC	monthly managed services, network	\$2,949.00
Pyramid School Products	Blackstone supplies	\$486.96
Sams Club	Going, Boyles tvs	\$996.00
Sara Fuller	Lit Lab supplies	\$243.12
School Specialty	J Utecht supplies	\$17.29
School Specialty	Elem supplies	\$5.00
School Specialty	Elem supplies	\$85.59
School Specialty	K supplies	\$278.96
School Specialty	Elem supplies	\$25.99
School Specialty	J Utecht supplies	\$63.56
School Specialty	K supplies	\$237.71
School Specialty	K supplies	\$239.98
School Specialty	J Utecht supplies	\$295.19
School Specialty	Elem supplies	\$322.51
SchoolMate	student planners	\$472.75
Schoology Incorporated	Middle/HS Subscription	\$3,937.50

SocialSchool4EDU	2020-2021 Social Media Management	\$6,500.00
Strategic Intervention Solutions	Nannen Math supplies	\$784.34
Superior Ace Hardware	maint supplies	\$189.28
Superior Activity Account	PBiS posters	\$158.57
Superior Motor Parts	Bus 7, 16 batteries	\$813.35
Superior Outdoor Power Center	mower tire	\$89.76
Superior Publishing Co., Inc	custodian ads	\$35.20
Superior Publishing Co., Inc	Elem supplies, handbooks	\$507.50
Superior Publishing Co., Inc	Sec handbooks	\$825.00
Superior Publishing Co., Inc	mtg notices/proceedings	\$107.61
Superior Utilities	monthly utilities	\$8,468.86
SYNCB/AMAZON	Boyles supplies	\$336.82
The Sherwin Williams Co	paint	\$274.00
U.S. Bank	staff mailbox	\$878.99
U.S. Bank	Kobza meal	\$19.06
U.S. Bank	Kobza-lodging, meals PLC	\$1,018.94
U.S. Bank	label machine tape	\$26.77
U.S. Bank	Kobza meals-piano moving	\$120.00
U.S. Bank	Library tech curriculum	\$105.00
U.S. Bank	Hoins-JMC Conference	\$55.00
U.S. Bank	Cook-JMC webinar	\$55.00
U.S. Bank	Grabst/White PLC lodging	\$529.50
U.S. Bank	Library bookshelves	\$1,485.73
U.S. Bank	Kids Club supplies	\$126.10
U.S. Bank	CPI workbooks	\$550.00
U.S. Bank	Trumble LAMP Words for Life App	\$299.99
Uline	custodial supplies	\$245.25
Verizon Wireless	cust/admin phones	\$168.72
Verizon Wireless	afterschool program phone	\$56.24
Verizon Wireless	PALLS Van 7 phone	\$24.23
Verizon Wireless	bus/van phones	\$249.99
Verizon Wireless	SPED Bus 17 phone	\$24.23
Verizon Wireless	SPED Van 3 phone	\$24.23
WageWorks, Inc.	Flex plan admin fee	\$209.50
Windstream Nebraska Inc	100 MB service	\$149.06
Woodwards Disposal	shredding service	\$45.00
		\$686,754.71
Payroll & Benefits		\$421,294.09
	TOTAL	\$1,108,048.80



# Title IX Grievance Process



## FORMAL COMPLAINT FORM

*Formal complaints must be submitted by a complainant or the Title IX Coordinator. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. Formal Complaints must be filed with the Title IX Coordinator in accordance with board policy.*

**Complainant\*** \_\_\_\_\_

**Respondent(s)\*** \_\_\_\_\_

**Summary of Alleged Sexual Harassment (attach additional pages as needed)\*** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Location of Alleged Sexual Harassment** \_\_\_\_\_

**Date(s) of Alleged Sexual Harassment** \_\_\_\_\_

**Other Individuals with Relevant Information or Knowledge**

\_\_\_\_\_

\_\_\_\_\_

**Do You Request an Investigation\***     **Yes**     **No**

\_\_\_\_\_  
*Signature of Complainant or Title IX Coordinator*

\_\_\_\_\_  
*Date*

*\* Denotes a response which is required in order for the formal complaint to initiate the Title IX grievance procedures and investigatory process. All other fields are optional.*

*This Formal Complaint form is provided for the convenience of those who wish to submit a formal complaint alleging sex harassment under Title IX. However, complainants are not required to submit formal complaints using this form. A formal complaint is any document alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment which bears the complainant's physical or digital signature or other indicia that the complainant is the individual submitting the complaint and is submitted to the Title IX Coordinator in person, by mail, by electronic mail, by delivery to the contact information provided for the Title IX Coordinator, or by other designated method of delivery.*

*Individuals alleging discrimination which does not constitute sex harassment under Title IX should refer to the district's general complaint and nondiscrimination policies.*

[Place on District Letterhead]

[Date]

[Complainant's Name and Address]

Re: ***Notice of Allegations and Grievance Process for Formal Complaints***

Dear [Name]:

I am writing to inform you that the district received and will be investigating the formal complaint of sexual harassment against [insert name of respondent] in which you were named as a complainant. Attached to this letter is a copy of the district's Title IX policy, which details the district's grievance procedures and the manner in which these allegations will be investigated and adjudicated.

The known parties involved in this incident include [Insert all parties, identifying whether each is a complainant or respondent. For example: *respondent John Doe.*] All parties are entitled to an advisor of their choice who may be, but is not required to be, an attorney, and who may be involved in the grievance process and inspect and review evidence as detailed by board policy.

The district will consider allegations that [insert the conduct allegedly constituting sexual harassment, including the date and location of the alleged incident(s), if known.] Respondents are presumed not responsible for alleged conduct, and a determination regarding responsibility is made only at the conclusion of the grievance process.

[NOTE TO BE DELETED: ONLY INCLUDE THIS PARAGRAPH IF IT IS CONSISTENT WITH BOARD POLICY.]

Pursuant to board policy, it is a violation of the student code of conduct to knowingly make a false statement or knowingly submit false information during the Title IX grievance process or any other school investigation. Pursuant to board policy, it is a violation of the student code of conduct to make a materially false statement in bad faith in the course of the Title IX grievance process or any other school investigation.

Sincerely,

---

[Signature Block]

[Place on District Letterhead]

[Date]

[Respondent's Name and Address]

Re: ***Notice of Allegations and Grievance Process for Formal Complaints***

Dear [Name]:

I am writing to inform you that the district received and will be investigating a formal complaint of sexual harassment in which you were named as a Respondent. Attached to this letter is a copy of the district's Title IX policy, which details the district's grievance procedures and the manner in which these allegations will be processed, investigated and adjudicated.

The known parties involved in this incident include [Insert all parties, identifying whether each is a complainant or respondent. For example: *John Doe, respondent, Adam Jones, complainant.*] All parties are entitled to an advisor of their choice who may be, but is not required to be, an attorney, and who may be involved in the grievance process and inspect and review evidence as detailed by board policy.

The district will consider allegations that [insert the conduct allegedly constituting sexual harassment, including the date and location of the alleged incident(s), if known.] Respondents are presumed not responsible for alleged conduct, and a determination regarding responsibility is made at the conclusion of the grievance process.

[NOTE TO BE DELETED: ONLY INCLUDE THIS PARAGRAPH IF IT IS CONSISTENT WITH BOARD POLICY.]

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Sincerely,

---

[Signature Block]

[Place on District Letterhead]

[Date]

[Complainant's Name and Address]

Re: ***Dismissal of Formal Complaint of Sexual Harassment***

Dear [Name]:

I am writing to inform you that the formal complaint of sexual harassment you filed against [insert name of respondent] was dismissed. After investigating the allegations in your complaint, the district determined that [Insert one or more of the following reasons for dismissing the complaint here: (1) the conduct alleged in the formal complaint would not constitute sexual harassment as defined by federal law and board policy even if proved; (2) the conduct alleged did not occur in the district's education program or activity; (3) the conduct alleged did not occur against a person in the United States; (4) you, the complainant, notified the Title IX Coordinator in writing that you would like to withdraw the formal complaint or allegations therein; (5) the respondent is no longer enrolled or employed by the district; or (6) specific circumstances, including \_\_\_\_\_, prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Please note, reasons 1 through 3 are mandatory grounds for dismissal. Reasons 4 through 6 are permissive grounds for dismissal.]

Pursuant to board policy, you have the right to appeal the dismissal of your complaint on any of the following grounds:

- Procedural irregularity that affected the outcome of the matter.
- New evidence that was not reasonably available at the time the determination regarding dismissal was made that could affect the outcome of the matter.
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of this matter.

Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within 10 [Note to be deleted: check to see this is consistent with your district's policy] calendar days of the date of this dismissal. The Notice of Appeal must include each of the following:

- The name of the party or parties making the appeal.

- The determination, dismissal, or portion thereof being appealed.
- A concise statement of the specific grounds upon which the appeal is based.

The failure to timely submit a Notice of Appeal will be deemed a waiver of your right to appeal under board policy, 34 C.F.R. part, 106, and Title IX. For your convenience, I've attached a copy of the school district's Title IX policy and grievance procedures.

Sincerely,

---

[Signature Block]

[Place on District Letterhead]

[Date]

[Respondent's Name and Address]

Re: ***Dismissal of Formal Complaint of Sexual Harassment***

Dear [Name]:

I am writing to inform you that the formal complaint of sexual harassment filed against you by [insert name of Complainant] was dismissed. After investigating the allegations, the district determined that [Insert one or more of the following reasons for dismissing the complaint here: (1) *the conduct alleged in the formal complaint would not constitute sexual harassment as defined by federal law and board policy even if proved*; (2) *the conduct alleged did not occur in the district's education program or activity*; (3) *the conduct alleged did not occur against a person in the United States*; (4) *the complainant notified the Title IX Coordinator in writing to withdraw the formal complaint or allegations therein*; (5) *you, the respondent, are no longer enrolled or employed by the district*; or (6) *specific circumstances, including \_\_\_\_\_, prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Please note, reasons 1 through 3 are mandatory grounds for dismissal. Reasons 4 through 6 are permissive grounds for dismissal.*]

Pursuant to board policy, the Complainant is afforded the right to appeal the dismissal of this complaint on any of the following grounds:

- Procedural irregularity that affected the outcome of the matter.
- New evidence that was not reasonably available at the time the determination regarding dismissal was made that could affect the outcome of the matter.
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of this matter.

For your convenience, I've attached a copy of the school district's Title IX policy and grievance procedures.

Sincerely,

---

[Signature Block]

[Place on District Letterhead]

[Date]

[Party's Name and Address]

Re: ***Notice of Interview***

Dear [Name]:

As you know, the district is investigating a formal complaint of sexual harassment in which you were named as a party. As part of this investigation, the district intends to interview you at [enter the date, time and location of the interview, recognizing that this notice must provide the party sufficient time to prepare for the interview, which we would normally say is at least 24 hours.]

If you have an advisor, you are entitled to have him or her attend the interview. You should notify your advisor of this communication and the planned interview immediately. If you are unable to participate in the interview as scheduled, you must notify me immediately of your concerns.

Sincerely,

---

[Signature Block]

[Place on District Letterhead]

[Date]

[Party's Name and Address]

[Party's Advisor's Name and Address (if any)]

Re: ***Evidence Subject to Inspection and Review***

Dear [Party and Advisor (if any)]:

As you know, the district is investigating a formal complaint of sexual harassment in which you were named as a party. Attached is the evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint. Please note, this may include evidence upon which the district does not intend to rely in reaching a determination regarding responsibility.

Pursuant to board policy, you have ten days from the date of this communication to submit a written response to this evidence, which will be considered prior to completion of the investigative report. Any such written response should be submitted to [insert contact information for investigator.]

Sincerely,

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[Signature Block]

# Title IX Investigative Report

This report summarizes the [Insert the name of your district]'s investigation into a formal complaint of sexual harassment.

**Date grievance procedures initiated:** [Insert the date of the initiation of the investigation.]

**Date investigation concluded:** [Insert the date of the conclusion of the investigation. ]

**Date of report:** [Insert the date of the submission of the investigation report.]

**Investigator:** [Insert name of investigator.]

**Decision Maker:** [Insert name of decision maker.]

## Procedural History

[**NOTE TO BE DELETED:** This section of the investigation report is **OPTIONAL**. However, we believe that including this information in the investigation report may make it easier for your decision-maker to issue a written determination which must include this section.]

[Here, describe the procedural steps taken from the receipt of the formal complaint through the issuance of this investigation report. This would include a description of notifications to parties, including the date such notification was provided, a description of the date, time, and place of interviews with parties and witnesses and site visits, and a description of the methods used or actions taken to gather other evidence.]

## Summary of Evidence Collected

[Here, fairly summarize *all* relevant evidence, which should include all evidence that was provided to the parties and any evidence subsequently submitted by the parties in their written responses. However, relevant evidence never includes evidence regarding an individual's sexual predisposition and evidence about prior sexual behavior will only be relevant in very limited circumstances provided by the regulations. No further placeholders are provided below, because the evidence collected in each investigation will be unique and therefore an investigation report does not lend itself to a template format throughout.]

## **Title IX Written Determination**

This report summarizes the decision-maker's determination regarding the below-referenced formal complaint of sexual harassment. This determination was reached based upon the preponderance of the evidence.

**Date grievance procedures initiated:** [Insert the date of the initiation of the investigation.]

**Date written determination issued:** [Insert the date of the issuance of this determination]

### **Allegations Investigated**

[Describe in detail the allegations that served as a basis for opening the investigation. Conclude with a determination that these allegations, if true, would constitute sexual harassment as defined by federal law and board policy.]

### **Procedural History**

[You must include here a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence. Include the dates, times, and locations, as appropriate, in describing procedural steps.]

### **Findings of Fact**

Based upon the evidence described above, the decision-maker makes the following findings based upon a preponderance of the evidence.

#### **Credibility Determinations.**

[For each individual identified as providing an interview, statement or report, the decision-maker should assess whether the individual was credible and whether the information they provided was reliable. In doing so, specifically describe the factual basis for reaching these conclusions. However, remember that credibility determinations cannot be based upon a parties' status as a complainant or respondent. Additionally, for all other evidence, assess its credibility and reliability based upon a specific discussion of its nature and source.]

## **Factual Conclusions.**

[This section should carefully, and in detail, describe the factual conclusions of the decision-maker based upon the evidence. Wherever possible, describe the evidence, circumstances, or facts underlying the factual conclusion. This section should also discuss any evidence considered that is contrary to the decision-maker's conclusions, and provide an explanation for why that evidence was not found to be dispositive.]

In writing this section, the decision-maker should first lay out a narrative of how he/she believes the incident(s) unfolded. The decision-maker should then provide a conclusion as to whether the respondent subjected the complainant to sexual harassment as defined by federal law and board policy. In doing so, specifically provide why the conduct at issue meets the definition of sexual harassment.]

## **Summary of Findings by Allegation**

[In this section, you should summarize your findings by summarize the conclusion for each allegation, including a clear determination of responsibility, and provide a summary of the rationale for that conclusion.]

## **Application of Code of Conduct**

[In this section, you must determine whether the district's code of conduct applies to the facts you found and described above.]

## **Responsive Actions**

### **Disciplinary Sanctions**

[This section must provide a statement of, and rationale for, any disciplinary sanctions the district intends to impose upon the respondent.]

### **Remedies**

[Describe here whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant.]

## **Right to Appeal**

Each party has the opportunity to appeal the above determinations regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the following grounds:

- Procedural irregularity that affected the outcome of the matter;

- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of this matter; or
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

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

---

Decision-maker

---

Date

Sexual harassment occurs if:

An employee conditions the provision of an aid, benefit or service upon an individual's participation in unwelcome sexual conduct

A sexual assault occurs; sexual assault is defined as one of the following—

There is unwelcome conduct so severe, pervasive, and objectively offensive it effectively denies access to the district's education program or activity

There is dating violence, meaning violence committed by a person—

Stalking occurs, which means—

Domestic violence occurs, which is defined as—

Unlawful, non-forcible sexual intercourse including—

Any sexual act directed against another person, without the consent of the victim including—

Who is or has been in a social relationship of a romantic or intimate nature with the victim; the existence of such a relationship is determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved

Conduct directed at a specific person that would cause a reasonable person to 1) fear for his/her safety or the safety of others, or 2) suffer substantial emotional distress

Crimes of violence by:  
1) a current/former spouse or intimate partner of the victim,  
2) by someone with whom the victim shares a child,  
3) someone who has lived with the victim,  
4) someone similarly situated to a spouse of the victim, or  
5) any person committing violence against someone else who is protected under domestic violence laws

**Incest**—non-forcible intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

**Statutory rape**—non-forcible sexual intercourse with a person who is under the statutory age of consent

**Rape**—the carnal knowledge of the person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

**3057**  
**Title IX Policy**

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

**1. Title IX Coordinator**

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

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

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

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

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

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

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

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

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

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

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

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

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

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

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

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

### 3. **Discrimination Not Involving Sexual Harassment.**

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

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

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

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

#### **4. Response to Sexual Harassment**

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

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

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

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

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

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

### **5.1. General Requirements.**

**5.1.1. Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

**5.1.2. Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

**5.1.3. Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**5.1.4. Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

**5.1.6. Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

**5.1.7. Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

**5.1.8. Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

**5.1.9. Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## **5.2. Notice of Allegations.**

**5.2.1. Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

**5.2.1.1.** A copy of this policy.

**5.2.1.2.** Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at

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

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

### 5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a format complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

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

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

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

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

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

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

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

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

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

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

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

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

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

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

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district

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

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

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

## **5.7. Determination Regarding Responsibility**

5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the

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

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

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

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

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

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

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

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

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

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

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

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

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

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

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

**5.8.3. As to all appeals, the district will:**

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

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

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

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

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

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

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

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

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

#### **5.10. Recordkeeping.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10.1. Specific Circumstances.**

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

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

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

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

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

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

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

Adopted on:

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

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

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

### **Complaint and Appeal Process.**

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

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

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

to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

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

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

## **Special Rules Regarding Educational Services and Related Services to Students with Disabilities.**

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

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

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

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

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: June 11, 2018

Revised on: July 8, 2019

Reviewed on: \_\_\_\_\_

4014

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**Employment-Related Sexual Harassment**

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the

person who feels harassed should report the conduct or communication to a supervisor, principal, the superintendent of schools, the Title IX coordinator, or a board of education member with whom he or she feels comfortable in reporting the issue. Individuals should be directed to Policy 2006 which is the official district complaint form.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of one student by another student or students is addressed in a separate policy.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

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**Sex Discrimination and Sexual Harassment of Students**

**I. Sex Discrimination**

A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.

B. Any individual who believes he or she is being discriminated against on the basis of race, color, national origin, sex, marital status, disability, or age may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

**II. Sexual Harassment**

A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.

B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:

C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

D. A student who feels he or she has been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.

E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

### III. Disciplinary Decisions

A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.

B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.

C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

Adopted on: June 11, 2018

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Superior High School Gymnasium Hosting Events and guidelines for the Superior Public School District

Using current DHM mandates: 50% Capacity, but maintain 6' distancing between family groups.  
High School Gym seating 1250

Available seating is figured at 50% capacity minus Coaches, Players, Officials, Game Staff and remaining within the social distancing guidelines. The number is not the priority. However, once 500 fans have entered the facility access will be denied to anyone else wanting to enter.

### **Home seating South bank of bleachers and Stage when needed.**

Home crowd will enter and exit using the Northeast Gym entrance.

Masks are encouraged

6' social distancing between family groups. (groups must sit together)

(Event Staff, Administration and Supervisors are already deducted from total seating capacity) **Family groups must sit with each other, all students must sit with their family group**

### **Visitor seating North bank of bleachers**

Visitor crowd will enter and exit using South East Gym Entrance

Masks are encouraged

**Family groups must sit with each other, all students must sit with their family group**

No Band

No student section

No one on the Gym floor before or after games

No one in first row

No One within 2 rows of player's bench and scores table

No extra meal fundraisers at games. (cake raffle or any extra fundraisers)

Concessions

Workers wear masks and gloves

No community condiments

Water, Pop and prepackages food only

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR  
FIBER OPTIC CABLE MANAGEMENT SERVICES**

This interlocal agreement (hereafter called "Agreement") is made between the City of Superior, a State of Nebraska political subdivision (hereafter called "City") and Superior School District, a State of Nebraska political subdivision (hereafter called "School"), legally known as Nuckolls County School District No. 65-0011 and the Brodstone Memorial Hospital, a non-profit formed under the laws of the State of Nebraska (hereafter called "Hospital"). The City, School and Hospital are collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the City, School and Hospital (the Parties) are co-owners of a fiber optic cable system that can provide information services between the parties and between the parties and information services as a whole and

WHEREAS, the Parties have the authority to individually procure, and are responsible for ensuring adequate information services for their operations and

WHEREAS, the Parties have been approached by an outside third-party that wishes to lease the installed fiber optic system and

WHEREAS, the Parties contemplate the taking all necessary and appropriate actions to support the Parties' joint objectives to provide reliable, cost-effective services, the City, School and hospital wish to enter into this Agreement

NOW, THEREFORE, the City, School and Hospital agree as follows:

**1. Authority and Purpose**

- 1.1 Article XV, Section 18 of the Constitution of the State of Nebraska and Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 et seq., (hereafter the "Act"), authorize two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. The City and School are public agencies within the meaning of the Act.
- 1.2 The Hospital is a non-profit incorporated under the laws of the State of Nebraska. The Hospital recognizes the precepts of this agreement and hereby participates in the interlocal agreement, binding the corporation to the terms of the interlocal the same as the other parties are bound under statutes of the State of Nebraska.
- 1.3 It is the purpose of this Agreement for the City, School and Hospital to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage as identified in this agreement and in any addendum to this Agreement that will best accord the geographic, economic, population and other factors influencing the needs and development of our community.

**2. Administration of Agreement**

- 2.1 The City, School and Hospital shall each designate an administrator responsible for management of the cooperative undertaking set forth in this Agreement. Either appointing Party may change the administrator from time to time upon no less than seven (7) days advance written notice to the other party. The administrators shall meet no less often than once every calendar year to discuss any matters pertaining to this

Agreement and, in particular, shall discuss interconnection, fiber use and issues concerning information services.

- 2.2 The City shall serve as Managing Agent of this agreement.
  - 2.3 Any real or personal property acquired or held pursuant to this Agreement shall be disposed of pursuant to mutual agreement of the parties. Absent mutual agreement, the proceeds of any personal property disposed upon termination of this Agreement shall be split evenly between the parties.
  - 2.4 No separate legal or administrative entity is created under this Interlocal Agreement.
  - 2.5 This joint undertaking will be financed by contributions by each party as mutually agreed upon by the parties.
  - 2.6 This agreement does not preclude any Party from making arrangements directly with the third part lessee of the fiber optic system, or sub-entity of the lessee, for their individual services, access requirements or any other unique obligations.
3. **Indemnification.** The Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement or the Effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to taxpayer or regulatory claims.
  4. **Assignment.** This Agreement shall be binding on and inure to the benefit of the Parties and their successors or assigns: provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Parties hereto.
  5. **Notices.** All notices and other communications required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers sent forth on Exhibit "A" hereto. (This exhibit may be changed from time to time by notice of either party.)
  6. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.
  7. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements and negotiations are hereby superseded. This agreement may be amended only by a writing executed by both parties.
  8. **Duration and Termination.** This Interlocal Agreement shall have duration of one year, commencing on October 1, 2020. Subsequently, this Agreement shall automatically renew for additional one-calendar-year terms unless one of the parties gives written notice to the other on or before July 1 of its intention to terminate the agreement at the conclusion of the then-current contact term. The parties may terminate this Agreement at any time by mutual formal action and written agreement. All requirements for periodic meetings or action shall begin on the date for commencing the Agreement set forth in this paragraph. All requirements for periodic meetings or action shall date from the Effective Date of the Agreement.

ATTEST:

CITY OF SUPERIOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

SUPERIOR SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

BRODSTONE MEMORIAL HOSPITAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. XX-XX**

**INTERLOCAL COOPERATIVE AGREEMENT FOR  
FIBER OPTIC CABLE MANAGEMENT SERVICES  
PARTY ADMINISTRATOR DESIGNATION**

WHEREAS, Nuckolls County School District No. 65-0011 hereafter referred to as the School, is party to the INTERLOCAL COOPERATIVE AGREEMENT FOR FIBER OPTIC CABLE MANAGEMENT SERVICES; and pursuant to the terms of said Agreement, it is the responsibility of the School to designate a representative to represent the School provided for under the terms of said agreement.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Nuckolls County School District No. 65-001 that \_\_\_\_\_ be appointed to represent the interests of the School provided for under the agreement.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF XXX, 2020.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

## NASB Monthly Update for Board Meetings - Agenda Item: AUGUST 2020

View the Monthly Update in video form now at:

<https://vimeo.com/442484701>

### “NASB Update”

As a board, some items you should be focused on during August include:

- Monitor progress of district goals, link goals to discussion and action items; Strategic Plan Progress Report
- Board/Administrators Budget Work Session; Certification of District’s Assessed Valuation; Public Budget Hearing / Adopt Budget due on or before September 20
- Review Alternative Education Program
- Learning Community attendance reports and budget due September 1
- Board/All Staff Gathering; Negotiations employee’s agent request recognition due September 1 (year preceding contract year)
- Committee on American civics due beginning of school year; State school safety director is required to complete an assessment of the security of each school building no later than August 31, 2020.

### NASB COVID-19 RESOURCE LINKS

- <http://members.nasbonline.org/index.php/news-resources/covid-19-resources>
- We are continuing to add a TON of fresh items & updates including links to the UNMC: COVID-19 Back to School Playbook; Contingency Planning Resources; YouTube updates & more!

### Networking & Events:

- <http://members.nasbonline.org/index.php/events>
- The first of 3 **Candidate Webinars** was July 27, look for two more in Sept & Oct!
- **Area Membership Meetings** will be a little different this year due to Covid-19 ... more to come!
- Is this year’s Board Member of the Year on your Board? Nominations for the annual Ann Mactier Award are due Sept 30<sup>th</sup> at <http://members.nasbonline.org/index.php/board-leadership/ann-mactier-school-board-member-of-the-year-award>

### Advocacy/2020 Legislative Session:

- The 2020 legislative session is currently underway and will wrap up mid-August. Keep tabs with all things pertinent to your school at NASB’s Govt Relations page at <http://members.nasbonline.org/index.php/government-relations>
- Stay engaged during the Session and follow along with the bills NASB is tracking at: <https://nasb.envisiams.com/legislative-bills> and through NASB’s **Legislative Notes** e-updates.

Follow NASB on twitter at [www.twitter.com/NASBOnline](http://www.twitter.com/NASBOnline) using the hashtag #liveNASB  
and on facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for “This Month In ...” To access the latest newsletter, click here:  
<http://members.nasbonline.org/index.php/news-resources/board-notes>



# SUPERIOR UTILITIES

Our Name Says It All

ELECTRIC, WATER, WASTE WATER & GAS

*The Victorian Capital of Nebraska*



22 June 2020

Superior Public Schools  
601 W 8<sup>th</sup> St  
Superior, NE 68978

RE: 2020 Wind True-Up

Dear Mr. Kobza,

Between Jan 1, 2020 and June 22, 2020, your wind installation has produced and exported to us 221 kwh of electricity. Using our cost of electricity for 2020 of \$0.06587 per kwh, you have a credit of \$14.56. We will apply the credit to your account.

For questions or comments, please contact me at [abrittenham@cityofsuperior.net](mailto:abrittenham@cityofsuperior.net) or (402) 879-4711.

Regards,

Andrew Brittenham EI  
Utility Manager

# Secondary Principal Report

Bob Cook, Principal

August 10, 2020

## 2020-21 Projected Enrollment

<u>Grade</u>	<u>Girls</u>	<u>Boys</u>	<u>Total</u>
6 <sup>th</sup>	12	11	23
7 <sup>th</sup>	18	24	42
8 <sup>th</sup>	15	19	34
9 <sup>th</sup>	16	15	31
10 <sup>th</sup>	15	19	34
11 <sup>th</sup>	15	17	32
12 <sup>th</sup>	<u>12</u>	<u>15</u>	<u>27</u>
Totals	103	120	223

(2019/2020 end of the year enrollment for grades 7-12 was 196)



# Elementary Principal Report

Doug Hoins, Principal  
August 10, 2020

• Projected 2020-21 School Year Enrollment Figures as of 8-7-20

<b>Grade Level</b>	<b>Boys</b>	<b>Girls</b>	<b>Total</b>
Kindergarten	8	17	25
First Grade	17	11	28
Second Grade	5	17	22
Third Grade	13	13	26
Fourth Grade	16	15	31
Fifth Grade	15	10	25
<b>K-5 Totals</b>	<b>74</b>	<b>83</b>	<b>157</b>
PreK	14	17	31