

Regular Board of Education Meeting

Monday, September 12, 2022 6:00 PM

Gering High School - Freshmen Academy Wing, 1500 U Street,
Gering, NE 69341



Agenda

1. GPS Board of Education Information

The meeting agenda will be kept current and available for public inspection in the office of the Secretary of the Board of Education at the Central Office during regular working hours.

District Vision: *Gering Public Schools provides a collaborative community, inspiring excellence and innovation in teaching and learning to empower student growth and leadership in school and life.*

District Mission: *Gering Public Schools exists to equip today's learners with the skills necessary to be tomorrow's leaders.*

-
2. *The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of matters to be considered at the meeting. The Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.*

If anyone in attendance is interested in addressing our Board, you are welcome to do so. We simply request that you complete the appropriate form and turn it in to us now, so that you may be recognized during the 'Patron Comment' section of our meeting. These forms are located by the entry doors of the meeting room.

Agenda items are subject to reordering at the discretion of the board president. Board members may request specific agenda item(s) be moved to a different place on the agenda. Please attend the entire meeting to ensure you hear discussion on a particular agenda item.

3. Opening Procedures

3.1. Call to Order

The Board of Education reserves the right to enter into Executive Session for the

protection of the public interest, or the prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.

3.2. Roll Call

3.3. Excuse Absent Board Member(s)

3.4. Pledge of Allegiance

3.5. Open Meetings Act

Pursuant to Section 84-1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in the Board meeting room on the north wall.

Notice of this meeting was published in the Gering Courier on Thursday, September 8, 2022.

4. **Annual Budget Hearing 2022-2023**

Purpose of Special Hearing is to hear support opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget and to consider amendments relative thereto.

5. **Tax Hearing Request**

Purpose of Tax Hearing Request is to hear support, opposition, criticism, suggestions, or observations of taxpayers relating to setting the final tax request as a different amount than the prior year tax request.

6. **Consent Agenda**

At this time, any Board member may request that any item in the consent agenda be removed from the consent agenda and be considered and voted on separately.

6.1. Minutes from the previous month's board meeting(s)

6.2. Expenditures Total

6.2.i.	General Fund	\$816,193.69
6.2.ii.	Activity Fund	\$4,236.99
	Cafeteria Fund	\$78,306.10
	QCPUF Fund	\$4,750.00
	Building Fund	\$263,857.10
6.2.iii.		

6.3. Approval of Claims/Bills

6.4. Board Policy Adoption

6.4.i. First Reading of Board Policies

- 6.4.i.1. **404.7 SUBSTANCE-FREE WORKPLACE**
- 6.4.i.2. **404.8 DRUG AND ALCOHOL TESTING PROGRAM**
- 6.4.i.3. **404.9 INJURED EMPLOYEE ALTERNATIVE DUTY
REVIEW**
- 6.4.i.4. **404.10 DISCLOSURE AND PROTECTION OF EMPLOYEE
HEALTH INFORMATION**
- 6.4.i.5. **404.11 FACILITIES FOR MILK EXPRESSION**
- 6.4.i.6. **404.12 TITLE IX SEXUAL HARRASSMENT**

6.4.ii. Second Reading of Board Policies

6.5. Personnel Items

6.5.i. Certified Staff Contract(s)

6.5.ii. Certified Staff Resignation(s)

7. Reports and Discussions

7.1. Board Committee Report: Curriculum & Personnel

7.2. Board Committee Report: Finance & Facilities

7.2.i. Monthly Finance Summary Report

7.3. Superintendent's Report

8. Patron Comments

9. Action Items

9.1. Discuss, consider, and take action regarding the approval of the Girls Wrestling program for the 2022-23 school year.

9.2. Discuss, consider, and take action regarding the approval of the 2022-23 GHS Construction and Doll Land and Property Agreement.

9.3. Discuss, consider, and take action regarding the approval of the 2022-23 Work Experience Agreement.

10. Board Comments

10.1. Tentative Upcoming Board Meeting/Event Dates

Future Board Meetings

Special Meeting: Tues, September 27, 2022 @ 12:00 p.m. (Central Office)

Regular Meeting: Mon, October 17 , 2022 @ 6:00 p.m. (City Council Chambers)

Special Meeting: Tues, October 25, 2022 @ 12:00 p.m. (Central Office)

Tentative Committee Meeting Dates:

Personnel & Curriculum Committee: Tues, October 4, 2022 @ 7:00 a.m. (Central Office)

Policy Review Committee: Thurs, October 13, 2022 @ 4:30 p.m. (Central Office)

Finance & Facilities Committee: Thurs, October 6, 2022 @ 4:30 p.m. (Central Office)

Upcoming Event Highlights:

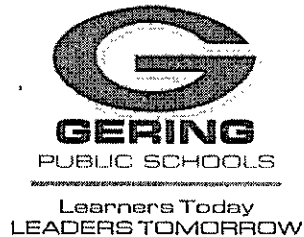
10.2. No School for Students on Sept. 19, 2022 Teacher PD

11. Adjourn

Regular Board of Education Meeting

Monday, August 15, 2022 6:00 PM

City of Gering Council Chambers
1025 P Street
Gering, NE 69341



Minutes

1. GPS Board of Education Information

2. Opening Procedures

2.1. Call to Order

BJ Peteres called this meeting ot order at 6:00 pm.

2.2. Roll Call

A motion to a was presented by Mary Winn, seconded by Brian Copsey. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

2.3. Excuse Absent Board Member(s)

2.4. Pledge of Allegiance

2.5. Open Meetings Act

3. Consent Agenda

A motion to approve the Consent Agenda was presented by Brady Shaul, seconded by Brian Copsey. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

3.1. Minutes from the previous month's board meeting(s)

3.2. Expenditures Total **\$209,091.92**

General Fund	\$169,676.07
Employee Benefit Fund	\$590.00
Activity Fund	\$13,568.18
Cafeteria Fund	\$6.60
Building Fund	\$25,251.07

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.i.1. 403.7 DONATIONS OF COLLECTIBLES, GIFTS, GRANTS, AND BEQUESTS

3.3.i.2. 403.8 FUNDRAISING ACTIVITIES

3.3.i.3. **403.8R1 DONORSCHOOSE FUNDRAISING REQUIREMENT**

3.3.i.4. **403.9 PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS**

3.3.i.5. **403.10 STAFF AND DISTRICT SOCIAL MEDIA USE**

3.3.i.6. **403.11 PROFESSIONAL CONDUCT**

3.3.ii. Second Reading of Board Policies

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s)

3.5. North Platte NRD Hazard Mitigation Plan Update

4. Reports and Discussions

4.1. Board Committee Report: Curriculum & Personnel

Board member Mary Winn shared comments in regards to the curriculum meeting. The community grant awarded for auto repairs for low income families is underway. The aviation program is still on hold, due to Panhandle Flyers attorney. Lastly, the district is working on incentives to improve ACT scores.

4.2. Board Committee Report: Finance & Facilities

Brady Shaul spoke on behalf of the Business/ Facilities meeting. They met at the GHS construction house with Mr. Gable. Everyone enjoyed seeing the work that the GHS students put into this home. It is now listed for sale. The HVAC project at the Junior High is still on hold due to price increases for supplies as well as labor. Dana Cole will be performing the 2021-22 school year audit. Concession stands at the new tennis courts was another topic discussed at the meeting. Lastly, First Student, our current transportation service, is working on offering the most effective route to serve our students at GPS.

4.2.i. Monthly Finance Summary Report

4.3. Superintendent's Report

Dr. Regan expressed how excited she was to kick off the new school year. Our all-staff training started August 11, and our staff is ready to get the year started. Over the summer, our teachers attended several different training sessions (BIST, PLC, Trauma Informed Training) to make sure we had the best to offer our students. The district onboarded 24 new teachers for the school year, and we are excited to watch them excel in their classrooms. Wrapping up her report, she gave everyone the Open House schedules prior to school starting August 17.

5. Patron Comments

6. Action Items

6.1. Discuss, consider, and take action regarding the approval of the amended **Valley Alternative Learning Transitioning School (VALTS) Interlocal Agreement.**

A motion to was presented by Brian Copsey, seconded by Tracy Wiese. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

6.2. Discuss, consider, and take action regarding the approval of the Safe Schools Roadmap for 2022-23 school year.

A motion to was presented by B.J. Peters, seconded by Mary Winn. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

6.3. Discuss, consider, and take action regarding Dana F. Cole and Company performing the 2021-22 school year audit.

A motion to was presented by Brady Shaul, seconded by Josh Lacy. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

6.4. Discuss, consider, and take action re regarding the school lunch prices amendment to adult meal prices per USDA requirements.

A motion to was presented by Brian Copsey, seconded by Brady Shaul. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Tracy Wiese: Yea, Mary Winn: Yea

7. Board Comments

Brady Shaul- Enjoys seeing the facility team working on long-term goals to provide the best environment for our students.

Mary Winn- Attended the July 19 GNAC meeting with Kyle Fairbairn and discussed the election of the new state legislature. She also attended the new staff luncheon and loved meeting the new members of the team. She was also honored to have been invited to listen to the special guest speaker, David Raymond, at the All-Staff Opening Meetings.

Josh Lacy- Excited to get the kids back to school. He also thanked the entire GPS team for all the hard work done to make sure the school year started off on the right foot.

Tracy Weise- Enjoyed attending the new staff luncheon

Brian Copsey-Enjoyed touring the GHS construction house. Huge thank you to Curt Hansen and his crew for completing all the summer projects that needed to be done. He also enjoyed the invite to the new teacher luncheon, and is looking forward to a good school year.

Bj Peters- Talked about how important the teacher's impact is, and feels we have the best team at GPS. He was able to attend the Jimmy Casas presentation at the High School, and enjoyed the message he shared.

7.1. Tentative Upcoming Board Meeting/Event Dates

September 12, 2022 Regular Board Meeting will be held at the Freshman Academy, NOT the City Office.

Policy Meeting is Thursday, September 8.

8. Adjourn

This meeting was adjourned at 6:38 pm.

POLICY 205.2
GERING PUBLIC SCHOOLS
GERING, NE

POLICY ADOPTION

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference: Neb. Statute 79-520 (Class III)
 79-521 (Class IV)
 79-522 (Class V)
 79-523 (Class VI)
 79-526
 84-712 et seq.
 NDE Rule 10.004.01A1

Cross Reference: 201.1 Board Powers and Responsibilities

**POLICY 404.7
GERING PUBLIC SCHOOLS
GERING, NE**

SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. [An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board.] If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. This policy and related administrative regulations shall have a biennial review to determine its effectiveness, implement needed changes and ensure that the sanctions are consistently enforced.

Legal Reference: P.L. 101-226, Drug-Free Schools and Communities Act
Amendments of 1989,
41 U.S.C. §§ 701-707 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
34 C.F.R. Pt. 86 (1996).

Cross Reference: 405 Employee Conduct and Appearance

Approved 03/15/2010

Reviewed 03/29/2016

Revised _____

**POLICY 404.7F1
GERING PUBLIC SCHOOLS
GERING, NE**

SUBSTANCE-FREE WORKPLACE

ACKNOWLEDGEMENT FORM

This acknowledges that I have received a copy of the Gering Public Schools Substance-Free Workplace Policy. I have read it, understand its contents, and agree to abide by the provisions set forth in the policy.

Employee Signature

Date

**POLICY 404.08.02F
GERING PUBLIC SCHOOLS
GERING, NE**

CONSENT TO TEST

I consent to and authorize Gering Public Schools to conduct a drug and alcohol test. I also authorize the release of information concerning the results of such tests to designated District personnel.

_____(initial if applicable) I am volunteering to be placed in the testing pool.

Applicant or Employee Name (print)

Applicant or Employee Signature

Date

**POLICY 404.8
GERING PUBLIC SCHOOLS
GERING, NE**

DRUG AND ALCOHOL TESTING PROGRAM

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs twenty-six thousand one pounds or more. For purposes of the drug and alcohol testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations. Employees with questions about the drug and alcohol testing program may contact the school district contact person, transportation director.

Employees who violate the terms of this policy are subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy in compliance with the law. The superintendent shall inform applicants of the requirement for drug and alcohol testing in notices or advertisements for employment.

The superintendent shall also be responsible for publication and dissemination of this policy and its supporting administrative regulations and forms to employees operating school vehicles. The superintendent shall also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion, post-accident, return-to-duty and follow-up drug and alcohol testing.]

Employees who violate the terms of this policy may be subject to discipline up to and including termination. Employees who violate this policy bear the personal and financial responsibility, as a condition of continued employment, to successfully participate in a substance abuse evaluation and a substance abuse treatment program if recommended by

the substance abuse professional. Employees who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program may be subject to discipline up to and including termination.

Legal Reference: 49 U.S.C. §§ 5331 et seq. (1994).
42 U.S.C. §§ 12101 (1994).
41 U.S.C. §§ 701-707 (1996).
49 C.F.R. Pt. 40; 382; 391.81-123 (1994).
34 C.F.R. Pt. 85 (1996).

Cross Reference: 404.07 Substance-Free Workplace
410.02 Certificated Employee Personal Illness Leave
415.02 Support Staff Personal Illness Leave

**POLICY 404.8.2
GERING PUBLIC SCHOOLS
GERING, NE**

DRUG AND ALCOHOL TESTING PROCEDURES

1. Pre-Employment Testing

Employee applicants shall be subject to post-conditional job offer testing. Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment.

2. Eligibility for Random Testing

Employees may volunteer for participation in the random drug testing program by submitting a completed Consent to Test Form.

3. Testing Procedure

a. Collection

The testing collection process will be conducted in a manner that protects privacy of the applicants or employees, guards against tampered specimens and ensures an accurate chain of custody of the specimen. The method of testing may involve the use of breath, saliva, urine, or hair samples. To the extent the testing involves the collection of urine, an adult monitor is to wait outside a closed restroom stall and listen for the normal sounds of urination.

It is intended that the procedures be modeled on those applicable to the testing of CDL employees, which include the testing of specimens for alcohol and unlawful substances. The tests are to be designed to detect only the use of alcohol or illegal drugs, including but not limited to amphetamines, marijuana, cocaine, steroids, opiates, and barbiturates, not medical conditions or the presence of authorized prescription medications.

b. Confidentiality

All activities related to the testing policy will be carried out in accordance with the requirements of Neb. Rev. Stat. 48-1901 to 48-1910 to the extent applicable and any other applicable confidentiality laws.

Test results will be shared only with staff who have a legitimate professional interest in having access to the information, on a "need to know" basis. Test results will not be turned over to any law enforcement authority in the absence of a court order, subpoena, or other legal process requiring such.

Test results will be kept in confidential files leaves separate from the person's other records. The test results will be destroyed when no longer needed for individual situations or for the overall testing program.

c. Re-Testing

An applicant may challenge the veracity of a positive test. If a positive test is proven to be false, the applicant will not be subject to the consequences of a positive test, provided that the consequences shall remain in place until the positive test is proven to be false.

A person will not be denied continued employment, be disciplined, or be subject to administrative action for a positive test unless the requirements of Neb. Rev. Stat. 48-1906 and any other applicable laws are met.

The applicant or employee shall make a request to challenge a positive test with the Superintendent or designee within 72 hours of being notified of the positive test. The Superintendent or designee shall determine whether the challenge shall involve a retest of the specimen or a second test.

If the challenge will involve a retest of the specimen, the specimen previously submitted will be forwarded to a testing laboratory for confirmatory testing. The laboratory must be approved by the Superintendent or designee and adhere to federal Substance Abuse and Mental Health Services Administration (SAMHSA) standards concerning drug testing protocols and procedures. Results of the re-test will be provided to the Superintendent or designee by the approved laboratory. The re-testing shall be at the expense of the applicant or employee. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable in the specimen at the time of the retest.

If the challenge will involve a second test, it will be completed using the District's standard procedures. The second test shall be at the expense of the applicant or employee. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable via the testing method chosen as of the time of the second test.

Approved: 03/15/2010

Reviewed: 10/15/2012

Revised _____

POLICY 404.8.2F1

**GERING PUBLIC SCHOOLS
GERING, NE**

CONSENT TO TEST

I consent to and authorize Gering Public Schools to conduct a drug and alcohol test. I also authorize the release of information concerning the results of such tests to designated District personnel.

_____(initial if applicable) I am volunteering to be placed in the testing pool.

Applicant or Employee Name (print)

Applicant or Employee Signature

Date

**POLICY 404.9
GERING PUBLIC SCHOOLS
GERING, NE**

INJURED EMPLOYEE ALTERNATIVE DUTY REVIEW

Employees returning to work from an injury may in some instances be placed on temporary light duty assignment by the building principal based on a doctor's recommendation. All employees are hired to perform essential functions for the district and it is necessary to the continued operation of the district that they carry out the duties they were hired to perform. This alternative duty assignment is intended to reduce lost time days and shall not continue indefinitely.

The building principal shall monitor the health improvement of the employee and conduct a review of the light duty assignment every thirty (30) days. Light duty assignment is limited to all employees to a maximum of 180 days.

Cross Reference: 404 Employee Health and Well-Being
 407.05 Certificated Employee Workers' Compensation
 410.02 Certificated Employee Personal Illness Leave
 413.04 Support Staff Workers' Compensation
 415.02 Support Staff Personal Illness Leave

Approved 03/15/2010

Reviewed 03/29/2016

Revised _____

**POLICY 404.10
GERING PUBLIC SCHOOLS
GERING, NE**

DISCLOSURE AND PROTECTION OF EMPLOYEE HEALTH INFORMATION

The district will comply with all regulations regarding privacy and confidentiality of employee health and insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to implement this policy as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy, or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

Legal Reference: 1996 Health Insurance Portability and Accountability Act (HIPPA)
Family Educational Rights and Privacy Act (FERPA)

Cross Reference: 402.6 Employee Records
404.2 Employee Injury on the Job
804.1 Computer Security
804.2 Data or Records Retention

Approved 03/15/2010 Reviewed 02/15/2010, 03/29/2016 Revised _____

**POLICY 404.11
GERING PUBLIC SCHOOLS
GERING, NE**

FACILITIES FOR MILK EXPRESSION

The district will designate a private area, other than a restroom, for an employee for breast-feeding or to express breast milk for her nursing child in a place which is shielded from view and free from intrusion from co-workers and the public.

Legal Reference: LB 627 (2015)

Approved 09/14/2015

Reviewed _____

Revised _____

**POLICY 404.12
GERING PUBLIC SCHOOLS
GERING, NE**

TITLE IX SEXUAL HARASSMENT

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

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

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

Title: Superintendent and/or Designee
Office Address: 1519 10th Street, Gering, NE
Email: nregan@geringschools.net
Phone Number: (308) 436-3125

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

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

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and

students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

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

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

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

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

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

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

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

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

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

Conflict of Interest and Bias

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

Determination of Responsibility

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

Other Title IX Coordinator Duties

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

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

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

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.

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

Cross Reference: 103.00 Equal Educational Opportunity

402.01 Equal Opportunity Employment
402.15 Staff Conduct with Students
403.02 Child Abuse Reporting
403.03 Abuse of Students by School District Employees
404.06 Harassment by Employees

- 405.00 Employee Conduct and Appearance
- 501.00 Objectives for Equal Educ. Opportunities for Students
- 504.03 Student Conduct
- 504.14 Hazing, Initiation, Secret Societies or Gang Activity

- 504.18 Harassment by Students
 - 504.20 Bullying Prevention ¹
 - 504.21 Dating Violence Prevention
- 505.03 Suspension and Expulsion of Students
- 612.05 Individualized Education Program
- 612.10 Procedural Safeguards

Approved 07/24/2020

Reviewed _____

Revised _____

**POLICY 404.12-R1
GERING PUBLIC SCHOOLS
GERING, NE**

**TITLE IX SEXUAL HARASSMENT
PROCEDURES**

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

Definitions

The following definitions apply for Title IX policies and procedures:

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

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

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

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

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

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

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

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct.

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.
 - a. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
 - i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
 - b. "Domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
 - c. "Sexual assault" means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
 - d. "Stalking," under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:
 - i. Fear for their safety or the safety of others.
 - ii. Suffer substantial emotional distress.

District Requirements

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

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling or employee assistance program, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

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

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good causes may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

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

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

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

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

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Emergency Response Measures

Nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Investigation of a Formal Complaint

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

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

9. Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

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

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

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

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;

4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and;
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

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

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

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

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

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

Appeals

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

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

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

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

Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

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

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

Recordkeeping

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

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and its result;
3. Any informal resolution and its result; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

Approved 07/24/2020

Reviewed _____

Revised _____

**POLICY 404.12-E1
GERING PUBLIC SCHOOLS
GERING, NE**

TITLE IX SEXUAL HARASSMENT REPORTING FORM

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

Position: Superintendent and/or Designee

Address: 1519 10th Street, Gering, NE

Email: nregan@geringschools.net

Phone Number: (308) 436-3125

Retaliation Prohibited

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

Confidentiality

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

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

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

- Student Parent/Guardian Employee Volunteer
- Visitor
- Other (please explain relationship to the district)

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

Name: _____

- The alleged victim is: Your Child Another Student A District Employee
- Other (please explain relationship to the alleged victim)

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

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

Name(s): _____

The reported individual(s) is/are:

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

III. Description of the Conduct You are Reporting

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

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

Where did the reported conduct take place?

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

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

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

Yes No

If yes, who did you tell about it?

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

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

Signature of Person Making the Report

Date

Received By

Date

POLICY 204.12
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC PARTICIPATION IN BOARD MEETINGS

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

Instructions for members of the public who wish to speak:

- Getting started: When you have been recognized, please stand and state your name.
- Time Limit: Tonight the board will allow a total of 30 minutes for the presentation of ALL public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker. You may only speak ONCE.
- Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies may require you to follow the district's complaint procedure before addressing the board. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. Please remember that slanderous comments will not be tolerated.
- General Rules: This is a public meeting for the conduct of business. Comments from within the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- No action by the Board: The board will not act on any matter which is not on the agenda and will not take action upon the conclusion of public comment.

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

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

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

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

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting.

This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

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

Approved 01/20/2003

Reviewed 02/23/2015, 10/14/2021 6/9/22

Revised 09/14/2009, 7/20/22

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on _____, 2022, by and between **Doll Land and Property a Nebraska Corporation; and Scotts Bluff County School District No. 79-0016 (commonly known as Gering Public Schools), a Nebraska Political Subdivision, ("School")** and supersedes any previous agreement between the parties.

RECITALS

- A. Doll Land and Property owns certain real property located on LT 3, BLK 1, MONUMENT SHADOWS SUB PHASE III SENTINEL CIR GERING NE 69341
- B. School desires to use the Property (as defined below) for instructing students in the practical application of skills taught in the School's Building Trade Program. Specifically, the School desires to use the Property so students in the Schools' Building Trade Program can construct a house on the Property under the direction of Travis Gable, a certified teacher employed by the School.

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

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

LT 3, BLK 1, MONUMENT SHADOWS SUB PHASE III SENTINEL CIR GERING NE 69341
2. **Construction and Improvements to Real Estate.** School will build a house on the Property under the direction of a certified teacher employed by School. The plans and specifications of the buildings will be reviewed by Doll Land and Property. School agrees that it shall be responsible for the construction of the building consistent with said plans and specifications. School shall be responsible for obtaining contracts concerning construction of basement walls, footings, basement floor, plumbing, electrical, and HVAC. School anticipates using students who are enrolled in the School's Building Trade Program to perform carpentry, framing, and hanging of cabinetry. It is anticipated that School will subcontract for all drywall, roofing, garage door installation, countertops, site grading, rain gutters, concrete work and other items as necessary. A certified teacher employed by the School, will be responsible for supervising the construction of the Property on behalf of School. School may, at its option, subcontract additional work based upon time frame and ability to complete the Agreement in a timely manner.
3. **Payment of Costs.** School shall pay for all construction materials, contractors, subcontractors, carpentry and flooring, digging of the basement, pouring of concrete for basement walls and footings, and basement floors out of the line of credit established by the school.
4. **Review of Contractors and Materials.** The plans and specifications for the building of a residential home on the Property will be reviewed by Doll Land and Property. School and Doll Land and Property shall work together to obtain bids from contractors and to select contractors in a commercially reasonable manner which will perform services in connection with any construction on Property. Doll Land and Property will provide a list of subcontractors that may

be considered when bidding out services. It is anticipated by and between the parties that the total cost for the construction of a house on the *Property*, less the cost of the lot, will not exceed \$370,000. In the event estimated costs exceed \$370,000, then Doll Land and Property shall pay any additional costs and be reimbursed for such additional costs from the sale of the *Property*. School shall obtain lien waivers from all contractors that provide materials or labor in connection with construction on the *Property*.

5. **Possession.** Possession of the *Property* shall be provided to School no later than August 15, 2023. Parties understand title of real estate will remain with Doll Land and Property. On or before May 15, 2023, both parties will perform a walk through on the property and prepare a punch list to identify items that are yet to be completed prior to Doll Land and Property taking possession. Doll Land and Property shall be entitled to retake possession of the property within a reasonable time after completion of the project, consistent with the plans and specifications, but in no instance shall Doll Land and Property resume possession of the property later than July 15, 2023. Upon taking possession, Doll Land and Property shall pay to School the amount as set forth herein.
6. **Payment.** Doll Land and Property shall pay to School (or to bank on School construction class line of credit) upon Doll Land and Property taking possession of the *Property*, the sum of the following; (A) the builders risk insurance policy obtained by School (it is anticipated that this insurance will be purchased through a local insurance Company), plus (B) the total amount of expenses incurred by School, excluding tool costs, to construct the building on the *Property*, plus (C) any interest or finance charges incurred by school in borrowing funds to construct the building, plus (D) a minimum guaranteed amount of \$6,000 will be gifted to the Gering Schools Foundation as a result of the certified teachers' duties of oversight of the project, to be used for the construction class, plus (E) one-half of any additional proceeds beyond the total cost of subparagraphs A through D will be gifted to the Gering Schools Foundation and earmarked for the construction class. Doll Land and Property shall determine the sales price of the *Property*, and the parties agree and understand that the realtor shall receive a 5% commission on the sale of the *Property*.
7. **No Partnership Created.** School and Doll Land and Property have entered into this Agreement for the purpose of providing students in the Building Trades Program an opportunity to learn skills by working in an actual construction setting. School and its employees and students are not, in any way, employees or agents of Doll Land and Property, but rather the students are present for educational purposes only. Nothing in this Agreement shall be construed as creating a partnership or joint venture between School, its employees, its students, and Doll Land and Property.
8. **Taxes.** Doll Land and Property is responsible for all real estate taxes and special assessments levied against the *Property* and these costs shall be considered in the total expenses of the house when calculating any net profit to split between the parties.
9. **Compliance with Rules and Regulations.** All construction on, improvements to, and use of the *Property* during the time School has possession of the *Property* shall be in compliance with all applicable building codes, zoning regulations and all other federal, state, and local laws, rules, regulations, and ordinances. Doll Land and Property has already applied for all appropriate building permits. Next school year, the building permits shall be applied for under Gering Public Schools.

10. **Plans.** Doll Land and Property shall create and submit to the School for review all blueprints, drawings, specifications, and other plans in connection with any buildings or other structures on the Property prior to the time such buildings or other structures are constructed.
11. **Restrictions on Property.** School shall not cause or consent to any easement, covenant, reservation, or restriction on, over, or against the Property, lease all or any portion of the Property, or otherwise allow the Property to be encumbered without first obtaining the prior written consent of Doll Land and Property.
12. **Risk of Loss.** School shall bear the risk of all losses to the Property which occur prior to the return of possession to Doll Land and Property. School shall, at its own expense, insure the Property against liability, property loss, and casualty from and after the date of this Agreement until Doll Land and Property retakes possession of the Property. Doll Land and Property shall be named an additional insured under all such policies. In the event any part of the Property or any materials acquired, whether or not affixed to the Property, are damaged and not repaired prior to Doll Land and Property retaking possession of the Property, Doll Land and Property shall have the right to receive any insurance proceeds for such damages (as long as any loan with the Bank has been paid off). Doll Land and Property agrees to insure the property upon Doll Land and Property resuming possession of the property as set forth herein.
13. **Doll Land and Property Representations and Warranties.** Doll Land and Property is a limited liability corporation duly organized and in good standing under the laws of the State of Nebraska. Doll Land and Property has all requisite authority and power to execute, deliver, and perform this Agreement.
14. **School's Representations and Warranties.** School is a political subdivision under the laws of the State of Nebraska. School has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by School's Board of Education in accordance with Nebraska law.
15. **Headings.** The section headings used in this Agreement are for convenience of reference only, and they shall not limit, affect, or otherwise be used in the construction and interpretation of this Agreement.
16. **Notices.** Any document, written notice, or written consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail postage prepaid and addressed as follows:

If to Doll Land and Property: Andrew Doll
Doll Land and Property
2405 Shadow Ridge Drive
Gering, NE 69341

If to the School: Nicole Regan

Gering Public Schools
Administration Building
1519 10th Street
Gering, NE 69341

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

17. **Binding Effect; Benefits.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement is intended to confer on any person or entity other than the parties hereto any right, remedy, obligation, or liability.
18. **Entire Agreement.** This agreement constitutes the complete and exclusive expression of the terms and conditions of the agreement between Doll Land and Property and School pertaining to the subject matter hereof and supersede all prior proposals, agreements, understandings, negotiations, and discussions.
19. **Execution in Separate Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement shall become effective when each party has executed at least one counterpart of this Agreement. All such counterparts shall be construed together and shall constitute one instrument. A photocopy, facsimile copy, or email transmission of a copy of this Agreement shall be enforceable as an original.
20. **Execution of Additional Documents.** Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.
21. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

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

Doll Land and Property

By: _____
Andrew Doll, Owner

Date: _____

STATE OF NEBRASKA)
) ss.

COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on- _____ 2022,
by Andrew Doll, Owner of Doll Land and Property.

Notary Public

**Scotts Bluff County School
District 79-0016**

By: _____
BJ Peters, President
Board of Education

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on _____, 2022, by BJ
Peters, President of the Board of Education of Scotts Bluff County School District 79-0016, on behalf of
the District, upon proper authority, and for the purposes herein stated.

Notary Public

WORK EXPERIENCE AGREEMENT

THIS AGREEMENT is entered into by and between **Gering Public Schools**, legally known as Scotts Bluff County School District No. 79-0016 ("District"), _____ ("Business"), _____ ("Parents"), and _____ ("Student").

1. **Work Experience Program.** The Work Experience Program provides programs for the District's students. The parties agree that the Student will participate in the Work Experience Program so that the Student may receive occupational experience with instructional value.
2. **Applicable Labor Laws and Compensation.** The parties agree that the Business is not required to compensate the Student if the Work Experience Program satisfies one of the exceptions contained in state and federal law. The parties agree to operate and participate in the Work Experience Program so as to meet all of the criteria for at least one of the following exceptions:
 - A. "Student-Learner" or Internship Exception. The following criteria must be applied satisfactorily when making this determination:
 - i. The parties clearly understand that there is no expectation, promise, or other implied or express guarantee of payment;
 - ii. The experience, even though it includes actual operation of the facilities of the Business, is similar to training and experience which would be given in an educational environment;
 - iii. The internship or learning experience is for the benefit of the Student and is consistent with the academic calendar and commitments of the Student, with a duration limited to the period in which the Student learns from the experience;
 - iv. The Student does not displace regular employees, but works under close supervision of existing staff;
 - v. The Business that provides the training derives no immediate advantage from the activities of the Student; and on occasion its operations may actually be impeded;
 - vi. The Student is not necessarily entitled to a job at the conclusion of the internship or experience; and
 - vii. The Business and the Student understand that the Student is not entitled to wages for the time spent in the internship or experience.
 - B. Volunteer Work Experience or other State or Federal Program. State and federal laws, as may be amended, allow certain unpaid work experience or work initiative programs for youth in Nebraska, including students with disabilities. These may include, but are not limited to, community-based vocational, career, and education programs; youth work experience programs; Workforce Innovation and Opportunity Act programs; subminimum wage programs; and other approved or authorized programs. The Business may provide a Work Experience under this

Agreement based on one of these programs, assuming the following are met:

- i. The Business complies with all applicable laws, rules, and regulations of the applicable program;
- ii. The Business provides proof of eligibility that allows the Student to participate in the program to the other parties;
- iii. The Business provides all requested documentation to any state or federal enforcement agency, upon request; and
- iv. The Business will inform the other parties of any restrictions on the proposed Work Experience based on the program.

The parties understand that an employment relationship may exist unless the criteria of one of the applicable programs are met. If an employment relationship is found to exist, the Business will be held responsible for full compliance with the Fair Labor Standards Act and all other applicable laws.

3. Business' Responsibilities. The Business will

- A. Provide at least hours of work experience per week to the student in accordance with this Agreement, District programs and guidelines, and state and federal law.
- B. Provide on-site space and materials for vocational training.
- C. Designate an employee as a liaison between the Parents, Student, and School.
- D. Notify the District in the event of any problems or dissatisfaction.
- E. Inform the Student of the safety rules and precautions, workplace hazards, emergency procedures and general work conditions.
- F. Provide on-site supervision and training to the student with an emphasis on safety, production, and appropriate work behavior.
- G. Will not allow the student to participate in a "hazardous occupation" (as defined by the Fair Labor Standards Act or other applicable federal laws) except (1) as allowed by law and (2) after providing written notice to the District and Parents.
- H. Assign the Student new responsibilities only when judged able to handle them.
- I. Avoid subjecting the student to unnecessary hazards.
- J. Maintain the areas of work and the equipment used in a safe and acceptable manner.
- K. Assist the District in making an honest appraisal of the Student's performance at regular intervals.
- L. Notify the Parents and the District immediately in case of accident or sickness, if the student misses work, and if any serious problem arises.
- M. Terminate this Agreement only after consulting the District.
- N. Comply with all other terms of this Agreement.

4. District's Responsibilities. The District will:

- A. Designate a staff member as a liaison between the Parents, Student, and Business.

- B. Grant academic credit to the Student and/or assess and discuss the benefit to the Student pursuant to any applicable legal requirement for successful participation and/or completion of the Work Experience.
 - C. Make periodic visits to the Business to observe and evaluate the Student's performance.
 - D. Meet with the Student, Parents, and Business as appropriate to discuss the Work Experience.
- 5. Parents' Responsibilities.** The Parent(s) will:
- A. Be responsible for the personal conduct of their Student while he or she participates in the Work Experience.
 - B. Assume responsibility for the Student's safety and conduct from the time the Student leave the Work Experience and arrives back at home or school, unless the Student's education plan provides for District supervision or transportation.
 - C. Not permit the Student to report to the Work Experience on days the Student does not attend school.
 - D. Insure their student against any hazard or injury.
- 6. Student's Responsibilities.** The student will:
- A. Maintain regular attendance at school and the Business as scheduled.
 - B. Assume personal and professional responsibilities for actions and activities, including following all District and Business rules and regulations.
 - C. Show honesty, punctuality, courtesy, a cooperative attitude, appropriate dress, and willingness to learn on the job.
 - D. Provide all reports requested or required by the District or Business.
 - E. Discuss all Work Experience related problems with [REDACTED].
 - F. Notify the District and Business in the event illness or emergency prevents attendance at the Work Experience or makes them late.
 - G. Not report to the Business if he or she did not attend school that day unless granted permission in writing from the District.
 - H. Contact [REDACTED] before terminating the Work Experience.
 - I. Comply with all Business and District standards of conduct.
 - J. Follow the requirements of this Agreement and all directives of the Business and School.
- 7. Authorization to Release Information.** The Student and Parents authorize the District and Business to release and share information with each other including, but not necessarily limited to, educational records and any other information necessary to carry out this Agreement and the Work Experience Program.
- 8. Nondiscrimination.** The Business and District and their subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

9. Indemnification and Hold Harmless. The Parents and Student agree that the student is physically sound and suffering from no condition, impairment, or other illness that would prevent the Student's participation in the Work Experience. The parties understand that some Work Experience activities and duties may be strenuous and/or hazardous. The parties understand the risks associated with the Work Experience Program include [REDACTED]. By signing this agreement, the Student and Parents expressly and voluntarily assume and accept any and all such risks. In addition:

- A. The Parents and Student agree to defend, indemnify, and hold the Business and School District harmless against any and all claims, actions, damages, liability, and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Parents or Student or their agents.
- B. The District agrees to defend, indemnify, and hold the Business and Parents and Student harmless against any and all claims, actions, damages, liability and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the District or its employees or agents.
- C. The Business agrees to defend, indemnify, and hold the District and Parents and Student harmless against any and all claims, actions, damages, liability and expenses arising out of this Agreement as a result, in whole or in part, of the negligence, errors, omissions, or failure to perform by the Business or its employees or agents.

10. Insurance. The parties acknowledge that the Student is not under the direct supervision or control of the District while the Student is participating in the Work Experience at the Business. Therefore, the Student will not benefit from or be covered by any District liability insurance policy or other insurance policy, including but not limited to the District's workers' compensation insurance. The Student, Parents, and Business shall be responsible for obtaining any necessary or desired insurance coverage for the Student's participation in the Work Experience. The parties further acknowledge that Student may not be eligible for workers compensation benefits in any form.

11. Medical Insurance Coverage. The Student is covered by the following medical insurance:

Name of Plan: _____ Policy #: _____

The Parents give consent, in the event all reasonable attempts to contact them have been unsuccessful, for immediate medical treatment as required in the judgment of an attending physician. The Parents also consent to any other party seeking emergency medical assistance in the event of an accident, injury, or other

medical issue which requires immediate attention in the judgment of the Business or the District.

12. Information. Following is the contact information for each party:

Student Information	
Name:	Telephone No(s):
DOB:	
SSN:	Address:
Parent Information	
Name:	Parent Information
Address:	Name:
	Address:
Home Phone:	Home Phone:
Work Phone:	Work Phone:
Cell Phone:	Cell Phone:
Business Information	
Name:	Telephone No(s):
Contact Person:	
Address:	
District Information	
Contact Person:	Telephone No(s):
Address:	

13. Transportation. [REDACTED] shall be responsible for transporting the student to and from the Business.

14. Employment Eligibility Verification. The Business and District shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Business or District employs or contracts with any subcontractor in connection with this Agreement, that party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

15. Termination. The District or Business may terminate this Agreement at any time for any reason or no reason at all by providing written notice to all of the other parties. The Parents may terminate this Agreement after first meeting with a representative of the Business, the District liaison, and other appropriate or required individuals, such as the Student's education team.

The Parents must provide written notice to the District and Business requesting this meeting.

We, the undersigned, have read this Agreement and understand all its terms. We execute it voluntarily and with full knowledge of its significance. **WE UNDERSTAND THAT THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. WE HAVE READ IT CAREFULLY BEFORE SIGNING IT.**

PARENT

By: _____
Name: _____
Date: _____

STUDENT

By: _____
Name: _____
Title: _____
Date: _____

SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PARENT

By: _____
Name: _____
Date: _____

BUSINESS

By: _____
Name: _____
Title: _____
Date: _____