

Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, August 13, 2020 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the *Grand Island Independent*, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:30 PM.

Lisa Albers:	Present
Carlos Bárcenas:	Present
Dan Brosz:	Present
Terry Brown:	Present
Kelly Enck:	Present
Julie Gortemaker:	Present
Bonnie Hinkle:	Present
Heidi Schutz:	Present
Erika Wolfe:	Absent

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. MISSION STATEMENT

4. PUBLIC FORUM

5. CONSENT AGENDA

- 1. Minutes from the previous month's meeting
Public Hearing July 9 2020
Regular Board Meetign July 9 2020**
- 2. Claims as submitted**
- 3. Staff Adjustments as submitted**

4. Treasurer's Report as submitted

5. Contracts as Presented

1. CCC/GIPS Memorandum of Understanding

2. CCC/GIPS Interlocal Agreement

3. GIPS COVID 19 Student Handbook Addendum

4. Maxim Health Care Contract 2020 2021

5. The Hearing Clinic

AGREEMENT FOR SPECIAL EDUCATION AUDIOLOGY SERVICES

6. Policy

1. 8650 PARTICIPATION IN EXTRA CURRICULAR ACTIVITIES - Final Read

2. 1111 EQUITY IN GRAND ISLAND PUBLIC SCHOOLS on First Read

3. 7850 ANIMALS IN THE SCHOOL on First Read

4. 8320 COMPULSORY ATTENDANCE AGES on First Read

5. 9211 District Annual Report on First Read

7. Change Orders as Documented

8. Approval of Agenda as submitted

9. Grant Report

6. SPECIAL RECOGNITION

1. Recognition of students who scored a 4 or 5 on one or more AP exams taken during the spring of 2019

2. Recognizing Heidi Schutz - BOE Member

7. INFORMATION ITEMS

1. GIPS 4G LTE Private Network Project

2. Regular and COVID-19 Transportation Routes 2020 - 2021 School Year

3. Proposed meal prices for Grand Island Public Schools for the 2020-2021 school year.

4. Title IX Policy

5. Extra Standard Committee Request - Edmentum Supervisor Stipend

6. 2020-2021 Substitute Teacher Pay

7. Payment Services Agreement

8. Construction Update

9. Superintendent Report

8. ACTION ITEMS

1. GIPS 4G LTE Private Network Project

2. Regular and COVID-19 Transportation Routes 2020 - 2021 School Year

3. Proposed meal prices for Grand Island Public Schools for the 2020-2021 school year.

4. Payment Services Agreement

5. Title IX Policy

6. Extra Standard Committee Request - Edmentum Supervisor Stipend

7. 2020-2021 Substitute Teacher Pay

9. COMMITTEE REPORTS

1. Finance and Facilities Committee

2. Leading for Learning Committee

3. Personnel Committee

4. Policy Committee

5. Public Relations and Partnership Development Committee - No Report

6. Grand Island Public Schools Foundation Report

7. GNSA / Legislative Committee

8. Governance Committee

9. NASB Monthly Update

**10. EXECUTIVE SESSION FOR THE PURPOSE OF PURPOSE OF PERSONNEL
AND REAL ESTATE BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC
TO DISCUSS THIS MATTER IN CLOSED SESSION**

11. RECONVENE FROM EXECUTIVE SESSION

**12. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF
EXECUTIVE SESSION**

13. NOTIFICATION OF UPCOMING BOARD MEETINGS

14. ADJOURNMENT

Michelle L Simmons, Recording Secretary

Robin R. Dexter, Secretary to the Board

BOE Mtg Notice
Aug 13 2020

Legals

NOTICE OF REGULAR
BOARD MEETING
HALL COUNTY SCHOOL
DISTRICT 40-0002
GRAND ISLAND, NEBRASKA

Notice is hereby given that the regular meeting of the Board of Education of Hall County School District 40-0002, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, August 13, 2020 at 5:30pm in the Kneale Administration Building, 123 South Webb Road, Grand Island, Nebraska, which meeting will be open to the public with less than 10 in the Board Room. A copy of the open meetings act is available for inspection on the GIPS web site.

Dr. Robin R. Dexter, Board
Secretary
9

PUBLIC HEARING MEETING OF THE GRAND ISLAND

BOARD OF EDUCATION

The public hearing meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, July 9, 2020 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:30 PM.

Lisa Albers: Present
Carlos Barcenas: Present
Dan Brosz: Present
Terry Brown: Present
Kelly Enck: Present
Julie Gortemaker: Present
Bonnie Hinkle: Present
Heidi Schutz: Present
Erika Wolfe: Absent

AGENDA

1. CALL TO ORDER

Public Hearing Meeting opened at 5:30

2. ROLL CALL

3. PUBLIC HEARING ON REQUIRED ANNUAL POLICY REVIEW

3.1. 8312 EXCESSIVE ABSENTEEISM

3.2. 8455 BULLYING AND HARASSMENT (Students)

3.3. 8820 STUDENT FEES

3.4. 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES

4. PUBLIC FORUM

None

5. ADJOURNMENT

All business having been completed, the meeting was adjourned at 5:34 p.m.

Recording Secretary: Robin R. Deftter

Board Secretary: Robin R. Deftter

REGULAR MEETING OF THE GRAND ISLAND BOARD OF EDUCATION

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, July 9, 2020 at 5:35 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the *Grand Island Independent*, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:35 PM.

Lisa Albers:	Present
Carlos Barcenas:	Present
Dan Brosz:	Present
Terry Brown:	Present
Kelly Enck:	Present
Julie Gortemaker:	Present
Bonnie Hinkle:	Present
Heidi Schutz:	Present
Erika Wolfe:	Absent

AGENDA

1. CALL TO ORDER

Board Meeting started at 5:35

2. ROLL CALL

3. MISSION STATEMENT

The Mission Statement was read by Mr. Brown

4. CONSENT AGENDA

The recommendation to approve the Consent Agenda as submitted with the addition of action item 7.4 District Management Group - Academic Return on Investment Training Proposal Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

4.1. Minutes from the previous month's meeting:

June 11, 2020 Regular BOE Minutes

June 25, 2020 Work Session

4.2. Claims as submitted

4.3. Bid Proposals as submitted

4.4. Staff Adjustments as submitted

4.5. Treasurer's Report as submitted

4.6. Policy

4.6.1. 2231 SPECIAL COMMITTEES on Final Read

4.6.2. 2411 NOTIFICATION OF BOARD MEETINGS on Final Read

4.6.3. 6231 COMMUNICABLE DISEASES (STAFF) on Final Read

4.6.4. 6231.1 Guidelines for 6231 on Final Read

4.6.5. 6231.2 Bloodborne Pathogens Exposure Control Plan on Final Read

4.6.6. 7190 DISTRICT WELLNESS POLICY on Final Read

4.6.7. 8650 PARTICIPATION IN EXTRA-CURRICULAR ACTIVITIES on First Read

4.7. Contracts as documented

4.8. Approval of Agenda as submitted

5. INFORMATION ITEMS

5.1. Ratification and Affirmation of Previous E-Meetings

Dr. Dexter presented ratification due to NE DHM's GIPS had to transition from in person meetings to virtual and out of abundance of caution, the GIPS BOE is ratifying all actions approved by the board in virtual meetings from March through June 2020.

5.2. Return to School Resolution

Mr. Harden presented a resolution to provide as much flexibility and delegation as possible to the administration to plan and respond to the fluid situation without needing a formal board meeting to approve various items/changes.

5.3. Face Coverings Policy for Students and Staff

Dr. Dexter presented that GIPS shall require face coverings for all students and staff with exceptions to meet medical conditions, ADA requirements, and/or religious beliefs. Exceptions will be monitored by building administrators. Policies: 8429 FACE COVERINGS (Students) and 6211 FACE COVERINGS (Staff)

5.4. Revisions to 2020-2021 Staff Calendar

Dr. Dexter presented revisions to the 2020-2021 Staff Calendar to address the cancellation of parent teacher conferences.

5.5. ESU 9 Sign Language Interpreter Contract

Dr. Dexter presented a contract with ESU 9 for a sign language interpreter

5.6. Board to consider a resolution authorizing the issuance, sale and delivery of General Obligation Refunding Bonds in an aggregate principal amount not to exceed \$22,000,000, and related matters

Mr. Grieger presented a resolution authorizing the issuance, sale and delivery of General Obligation Refunding Bonds in an aggregate principal amount not to exceed \$22,000,000, and related matters.

5.7. Board to consider a resolution authorizing the issuance, sale and delivery of Limited Tax Refunding Bonds in an aggregate principal amount not to exceed \$4,000,000, and related matters

Mr. Grieger presented a resolution authorizing the issuance, sale and delivery of Limited Tax Refunding Bonds in an aggregate principal amount not to exceed \$4,000,000, and related matters.

5.8. Grand Island Public Schools Equity Framework

Mrs. Worthington presented the Equity Framework for approval

5.9. District Management Group - Academic Return on Investment (A-ROI) Training Proposal

Mr. Stelk presented a proposal for professional development that will ensure all district administrators are competent in using and applying AROI to guide decision-making.

5.10. GIPS South Subdivision

Mr. Petsch presented a review of the Subdivision Agreement with the City of Grand Island for Board Members consideration. This is a slight revision to the plat approved just last month.

5.11. Construction Update

Mr. Petsch presented the construction update to include summer projects, and stadium project.

5.12. Superintendent Report

Dr. Grover presented the superintendent report in a power point presentation of GIPS Reimagined.

6. Public Comment

No request for public comment.

7. ACTION ITEMS

7.1. Board to consider a resolution authorizing the issuance, sale and delivery of General Obligation Refunding Bonds in an aggregate principal amount not to exceed \$22,000,000, and related matters

Mr. Grieger presented a resolution authorizing the issuance, sale and delivery of General Obligation Refunding Bonds in an aggregate principal amount not to exceed \$22,000,000, and related matters

Approval of the resolution as presented Passed with a motion by Terry Brown and a second by Carlos Barcenás.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.2. Board to consider a resolution authorizing the issuance, sale and delivery of Limited Tax Refunding Bonds in an aggregate principal amount not to exceed \$4,000,000, and related matters

Mr. Grieger presented a resolution authorizing the issuance, sale and delivery of Limited Tax Refunding Bonds in an aggregate principal amount not to exceed \$4,000,000, and related matters Approval of the resolution as presented Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.3. Extra Standard Committee Report

Mr. Stelk presented the Extra Standard committee's recommendations for the 2020-2021 school year to include Middle School Soccer.

Motion to approve Extra Standard Committee's recommendations, including funding middle school soccer from the General Fund, as presented Passed with a motion by Carlos Barcenas and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.4. District Management Group - Academic Return on Investment (A-ROI) Training Proposal

Mr. Stelk presented the proposal for professional development to ensure all district administrators are competent in using and applying AROI to guide decision making.

Move to approve Academic Return on Investment (A-ROI) Training Proposal as presented Passed with a motion by Dan Brosz and a second by Lisa Albers.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.5. Jack Jeffries Memorial Scoreboard Agreement

Mr. Harden presented the agreement for the purchase of the new scoreboard at Memorial Stadium, the 2010 Jack Jeffries Memorial Scoreboard Naming and Endowment Agreement between the school district, the GIPS Foundation, and the Jeffries Family is being updated to reflect the current environment.

Motion to approve the purchase of the scoreboard for Memorial Stadium Passed with a motion by Terry Brown and a second by Kelly Enck.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.6. Grand Island Public School Equity Framework

Mrs. Worthington presented the District Equity Framework for Board approval.

Motion to approve the GIPS Equity Framework as presented Passed with a motion by Heidi Schutz and a second by Carlos Barcenas.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.7. Naming of the leased Early Learning facility at 2208 North Webb Road

Mrs. Worthington presented the Board with the recommended name for the leased Early Learning facility at 2208 North Webb Road as the O'Connor Learning Center.

Motion to approve the name of the leased early learning facility as the O'Connor Learning Center Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.8. Curriculum resource for Early Childhood Education

Dr. Palmer provided the board with information related to the recommendation of curriculum resource adoption for Tools of the Mind for all preschool classrooms.

Motion to approve Tools of the Mind curriculum resources for the GIPS Early Childhood Education program Passed with a motion by Lisa Albers and a second by Heidi Schutz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.9. Memorandum of Understanding for School Resource Officers

Dr. Dexter presented a Memorandum of Understanding ("MOU") as required by *Neb.Rev.Stat.* §§ 79-2702 through 79-2704 between GIPS and the City of Grand Island to support the integration of School Resource Officers into GIPS.

Motion to approve the MOU between GIPS and GIPD for School Resource Officers in GIPS Passed with a motion by Carlos Barcenas and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.10. Revisions to the 2020-2021 Staff Calendar

Dr. Dexter presented revisions to the 2020-2021 Staff Calendar to address the cancellation of parent teacher conferences and teacher comp day in October.

Motion to approve revisions to the 2020-2021 Staff Calendar as presented Passed with a motion by Heidi Schutz and a second by Lisa Albers.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.11. 2020-2021 Student Handbook

Dr. Dexter presented proposed revisions to the 2020-2020 Parent/Student Handbook.

Motion to approve the 2020-2021 Student Parent Handbook as presented to include new mask policies Passed with a motion by Carlos Barcenas and a second by Heidi Schutz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.12. LSI Professional Learning Proposal

Dr. Palmer presented the proposal for the professional development plan with Learning Sciences International for the 2020-21 school year

Motion to approve LSI Professional Development Plan as presented Passed with a motion by Heidi Schutz and a second by Lisa Albers.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.13. AAIS Professional Learning Proposal

Dr. Palmer presented the Proposal for AAIS (American Alliance for Innovative Systems) 2020-21 Professional Learning plan with David Holden.

Motion to approve AAIS Professional Learning Plan as presented Passed with a motion by Heidi Schutz and a second by Kelly Enck.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.14. Purchase of Resources for Integrated Science III Implementation

Dr. Palmer presented the Proposal for Integrated Science III implementation. This proposal summarizes the funds needed to deliver high-quality science instruction to our high school students in multiple locations.

Motion to approve the resources to support Integrated Science III as presented Passed with a motion by Heidi Schutz and a second by Kelly Enck.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.15. Purchase Canvas to be used as Learning Management System

Dr. Palmer presented the proposal to request funds for purchasing Canvas as our GISH online platform for 20-21.

Motion to approve the purchase of Canvas Online Platform for 2020-2021 Passed with a motion by Carlos Barcenas and a second by Heidi Schutz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.16. Renew Athletic Training Contract from 2020-2021 through 2026-2027 with Grand Island Physical Therapy.

Mr. Harden presented the renewal contract with Grand Island Physical Therapy for seven years.

Motion to approve the Athletic Training Contract with GI Physical Therapy Passed with a motion by Dan Brosz and a second by Lisa Albers.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.17. Approval of Policy Presented in Public Hearing

A hearing was held earlier in the evening for the purpose of hearing support, opposition, criticism, suggestions or observations with regard to Policies: 8312 EXCESSIVE ABSENTEEISM; 8455 BULLYING AND HARASSMENT; 8820 STUDENT FEES; and 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES. Dr. Robin Dexter asked the Board to approve these policies.

The recommendation to approve Policies 8312, 8455, 8820, and 9110 as presented in the Public Hearing Passed with a motion by Carlos Barcenas and a second by Heidi Schutz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.18. ESU 9 Contract for a Sign Language Interpreter

Dr. Dexter presented a contract with ESU 9 for sign language interpreter for Board approval.

Motion to approve contract with ESU 9 for a sign language interpreter as presented Passed with a motion by Heidi Schutz and a second by Dan Brosz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.19. Policy on Face Coverings

Dr. Dexter presented policies on the requirement to require face coverings with exceptions to meet medical conditions, ADA requirements, and/or religious beliefs. Exceptions will be monitored by building administrators. Policies: 8429 FACE COVERINGS (Students) and 6211 FACE COVERINGS (Staff)

Motion to approve policy 8429 FACE COVERINGS (Students) and 6211 FACE COVERINGS (Staff) as presented Passed with a motion by Carlos Barcenas and a second by Dan Brosz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.20. Ratification and Affirmation of Previous E-Meetings

Due to NE DHM's GIPS had to transition from in person meetings to virtual and out of abundance of caution, the GIPS BOE is ratifying all actions approved by the board in virtual meetings from March through June 2020.

Move to ratify, affirm and approve all actions, votes, motions, decisions, notices, minutes and all other matters addressed, approved or otherwise acted upon by this Board of Education at all meetings that occurred during the months of March, April, May and June as if set forth fully and incorporated herein entirely by this reference Passed with a motion by Lisa Albers and a second by Heidi Schutz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.21. Return to School Resolution

Mr. Harden presented a resolution with the intent to provide as much flexibility and delegation as possible to the administration to plan and respond to the fluid situation without needing a formal board meeting to approve various items/changes.

Approve the resolution as presented Passed with a motion by Terry Brown and a second by Kelly Enck.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

7.22. GIPS South Subdivision

Mr. Petsch reviewed the Subdivision Agreement with the City of Grand Island for Board Members consideration. This is a slight revision to the plat approved just last month.

Approve the revised GIPS South Subdivision Plat as presented Passed with a motion by Terry Brown and a second by Dan Brosz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

8. COMMITTEE REPORTS

8.1. Finance and Facilities Committee

Mr. Brown gave the Finance and Facilities Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held Aug. 4 @ Stadium at 7:30am.

8.2. Leading for Learning Committee

Mr. Barcenas gave the Leading for Learning Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held August 6, 2020 @ 4:00 PM.

8.3. Personnel Committee

Dr. Brosz gave the Personnel Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held Aug 6 @ 7am.

8.4. Policy Committee: No Report

No Report

8.5. Public Relations and Partnership Development Committee

Mrs. Gortemaker gave the Public Relations and Partnership Development Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held July 31 @ 8:30am.

8.6. Grand Island Public Schools Foundation Report

No Report

8.7. GNSA / Legislative Committee

Mr. Harden gave the GNSA / Legislative Report.

8.8. NASB Monthly Update

Mrs. Hinkle gave the Nebraska Association of School Boards update and shared progress made by the GIPS BOE Governance Committee. The next meeting of the Governance Committee will be Aug 10 @ 5:30pm.

9. EXECUTIVE SESSION FOR THE PURPOSE OF PURPOSE OF PERSONNEL AND REAL ESTATE BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 7:55 p.m.

The recommendation for the Board to convene to executive session for discussing personnel and real estate. Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

10. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 9:17 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Terry Brown and a second by Carlos Barcenas.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Heidi Schutz: Yea

11. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION

None needed

12. NOTIFICATION OF UPCOMING BOARD MEETINGS
August 13, 2020 @ 5:30pm

13. ADJOURNMENT

All business having been completed, the meeting was adjourned at 9:16 p.m.

Recording Secretary: Robin R. Deftter

Board Secretary: Robin R. Deftter

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72575	Hiland Dairy Foods Company LLC	Milk	\$8,335.93
72576	Office Depot	General Supplies	\$212.06
72577	Quill Corporation	General Supplies	\$1,973.10
72578	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$769.50
72579	Border States Industries Inc	General Supplies	\$6,323.30
72580	CDW Government	General Supplies	\$517.20
72581	Demco	General Supplies	\$124.28
72582	DXP Enterprises Inc	General Supplies	\$62.01
72583	Eakes Office Solutions	General Supplies	\$2,124.38
72584	Exemplar Inc	Employee Training and Development Services	\$4,000.00
72585	First Bankcard Center/Visa	General Supplies	\$1,653.34
72586	First Bankcard Center/Visa	Web Based Software	\$168.00
72587	First Bankcard Center/Visa	Books & Periodicals	\$958.93
72588	First Bankcard Center/Visa	Dues and Fees	\$225.91
72589	First Bankcard Center/Visa	Buildings	\$329.50
72590	First Bankcard Center/Visa	Employee Training and Development Services	\$283.40
72591	First Bankcard Center/Visa	Refuse Disposal	\$230.70
72592	First Bankcard Center/Visa	General Supplies	\$3,659.50
72593	First Bankcard Center/Visa	General Supplies	\$74.96
72594	First Bankcard Center/Visa	General Supplies	\$315.83
72595	First Bankcard Center/Visa	General Supplies	\$3,301.18
72596	First Bankcard Center/Visa	Employee Training and Development Services	\$663.99
72597	First Bankcard Center/Visa	Books & Periodicals	\$798.66
72598	First Bankcard Center/Visa	General Supplies	\$2,455.08
72599	First Bankcard Center/Visa	Employee Training and Development Services	\$1,298.00
72600	First Bankcard Center/Visa	General Supplies	\$1,242.35
72601	First Bankcard Center/Visa	Books & Periodicals	\$69.65
72602	First Bankcard Center/Visa	General Supplies	\$292.66
72603	First Bankcard Center/Visa	Employee Training and Development Services	\$167.01
72604	First Bankcard Center/Visa	General Supplies	\$5,700.36
72605	First Bankcard Center/Visa	Books & Periodicals	\$5,786.52
72606	First Bankcard Center/Visa	General Supplies	\$733.68
72607	First Bankcard Center/Visa	General Supplies	\$108.10
72608	First Bankcard Center/Visa	General Supplies	\$744.04
72609	First Bankcard Center/Visa	General Supplies	\$1,430.17
72610	First Bankcard Center/Visa	General Supplies	\$36.87
72611	First Bankcard Center/Visa	General Supplies	\$124.61
72612	First Bankcard Center/Visa	General Supplies	\$1,074.00
72613	First Bankcard Center/Visa	Employee Training and Development Services	\$250.00
72614	First Bankcard Center/Visa	General Supplies	\$1,114.82
72615	Grand Island Utilities Dept	Electricity	\$50,478.37
72616	Hiland Dairy Foods Company LLC	Milk	\$8,288.78
72617	Lakeshore Learning Materials	Books & Periodicals	\$8,372.02
72618	Legacy Outdoor Advertising LLC	Advertising	\$635.00
72619	University Of Nebr At Kearney	Employee Training and Development Services	\$8,682.00
72620	University Of Nebr Lincoln	Employee Training and Development Services	\$645.00
72621	Verizon Wireless	Technology Hardware	\$120.03
72622	Wholeness Healing Center PC	Technical Services	\$900.00
72623	Wiper Towel Service	Technical Services	\$159.25
72624	Hall County Treasurer	Miscellaneous Expenditures	\$107.00
72625	Bess Sheeks	General Supplies	\$14.00

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72626	Heather Tjaden	Miscellaneous Expenditures	\$16.10
72627	Laurie Sodomka	Employee Training and Development Services	\$79.00
72628	Scholastic Inc	Books & Periodicals	\$834.92
72629	SitSpots	General Supplies	\$57.64
72630	SMARTTEST Edu Inc	General Supplies	\$4,534.00
72631	Wesley Tjaden	Mileage Paid to Parents	\$154.86
72632	Cash-Wa Distributing	Nutrition Services Warehouse	\$66.68
72633	Clearly Communications	Distance Education and Telecommunications	\$512.17
72634	Culligan of Grand Island	Food	\$183.30
72635	Mid-Nebraska Disposal Inc	Refuse Disposal	\$5,365.60
72636	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,743.95
72637	Matheson Tri Gas Inc	General Supplies	\$147.87
72638	Menards	General Supplies	\$1,561.90
72639	NAPA Auto Parts of Grand Island	General Supplies	\$132.88
72640	Networkfleet Inc.	Repairs and Maintenance Services	\$1,886.65
72641	Nichole Stoltenberg	Dues and Fees	\$45.00
72642	O Keefe Elevator Co Inc	Technical Services	\$1,140.84
72643	Olsson Associates	Buildings	\$1,979.75
72644	Paper Tiger Shredding Inc	Refuse Disposal	\$15.00
72645	Pomp's Tire Service Inc	General Supplies	\$3,893.00
72646	Rentokil North America Inc	Technical Services	\$37.00
72647	Swank Movie Licensing USA	General Supplies	\$449.00
72648	Angela Amack	Lobbyist Fees and Expenses	\$8,568.50
72649	Apple Computer Inc	Technology Supplies	\$899.00
72650	Aramark Uniform Services	Technical Services	\$312.67
72651	BOKF, National Association	Professional Services	\$500.00
72652	Crystal M Zint-Roznik	Professional Services	\$450.00
72653	Discount School Supply Order Dept	General Supplies	\$21.22
72654	First Bankcard Center/Visa	Employee Training and Development Services	\$1,169.13
72655	First Bankcard Center/Visa	General Supplies	\$141.73
72656	First Bankcard Center/Visa	General Supplies	\$1,621.52
72657	First Bankcard Center/Visa	Advertising	\$2,637.61
72658	First Bankcard Center/Visa	General Supplies	\$1,665.32
72659	First Bankcard Center/Visa	General Supplies	\$565.41
72660	First Bankcard Center/Visa	General Supplies	\$29,974.52
72661	First Bankcard Center/Visa	General Supplies	\$1,186.37
72662	First Bankcard Center/Visa	Technology Hardware	\$5,569.62
72663	GNeil	General Supplies	\$79.99
72664	Grand Island Area Chamber Of Commerce	Dues and Fees	\$50.00
72665	Grand Island Public Schools Activity Fun	General Supplies	\$14,108.03
72666	West Music Co	General Supplies	\$425.25
72667	Wex Bank	Gasoline	\$34.06
72668	Wex Bank	Gasoline	\$32.56
72669	Wex Bank	Gasoline	\$2,457.71
72670	Wex Bank	Gasoline	\$140.26
72671	AKRS Equipment Solutions Inc	General Supplies	\$485.68
72672	Bound To Stay Bound Books	Books & Periodicals	\$2,147.94
72673	Copycat Instant Printing	Printing & Binding	\$329.79
72674	Eakes Office Solutions	Technical Services	\$14,082.41
72675	First Bankcard Center/Visa	General Supplies	\$926.66
72676	First Bankcard Center/Visa	General Supplies	\$411.06

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72677	First Bankcard Center/Visa	Employee Training and Development Services	\$5,222.01
72678	Follett School Solutions Inc	Books & Periodicals	\$957.37
72679	Grand Island Utilities Dept	Electricity	\$38,445.56
72680	Legacy Outdoor Advertising LLC	Advertising	\$340.00
72681	University Of Nebr At Kearney	Employee Training and Development Services	\$2,171.50
72682	Verizon Wireless	Distance Education and Telecommunications	\$376.71
72683	Verizon Wireless	Technology Hardware	\$4,883.88
72684	Hiland Dairy Foods Company LLC	Milk	\$8,697.87
72685	CenterPoint Energy Services Inc	Natural Gas	\$6,118.63
72686	CenterPoint Energy Services Inc	Natural Gas	\$1,735.65
72687	CenterPoint Energy Services Inc	Natural Gas	\$1,121.64
72688	CenterPoint Energy Services Inc	Natural Gas	\$2,133.67
72689	CenterPoint Energy Services Inc	Natural Gas	\$5,210.30
72690	CenterPoint Energy Services Inc	Natural Gas	\$1,844.76
72691	CenterPoint Energy Services Inc	Natural Gas	\$3,591.18
72692	CenterPoint Energy Services Inc	Natural Gas	\$60.21
72693	CenterPoint Energy Services Inc	Natural Gas	\$1,928.21
72694	CenterPoint Energy Services Inc	Natural Gas	\$194.61
72695	CenterPoint Energy Services Inc	Natural Gas	\$1,793.68
72696	CenterPoint Energy Services Inc	Natural Gas	\$2,396.81
72697	CenterPoint Energy Services Inc	Natural Gas	\$1,781.61
72698	CenterPoint Energy Services Inc	Natural Gas	\$1,972.06
72699	CenterPoint Energy Services Inc	Natural Gas	\$274.04
72700	CenterPoint Energy Services Inc	Natural Gas	\$2,235.80
72701	CenterPoint Energy Services Inc	Natural Gas	\$225.53
72702	CenterPoint Energy Services Inc	Natural Gas	\$2,877.21
72703	CenterPoint Energy Services Inc	Natural Gas	\$1,722.13
72704	CenterPoint Energy Services Inc	Natural Gas	\$2,384.32
72705	Cline Williams Wright Johnson	Contracted Legal Services	\$275.00
72706	First Bankcard Center/Visa	General Supplies	\$180.94
72707	Grand Island Independent	Advertising	\$5,817.37
72708	Grand Island Independent	Advertising	\$4,638.00
72709	Grand Island Utilities Dept	Electricity	\$32,383.53
72710	Hesselgesser Electric	General Supplies	\$306.91
72711	Typing Agent	Web Based Software	\$5,428.00
72712	Educational Service Unit 10	Employee Training and Development Services	\$20,964.00
72713	First Bankcard Center/Visa	Miscellaneous Expenditures	\$190.39
72714	Grand Island Utilities Dept	Electricity	\$48,180.61
72715	Learning A-Z	Web Based Software	\$2,833.65
72716	Toofast Supply	General Supplies	\$489.92
72717	Hiland Dairy Foods Company LLC	Milk	\$8,466.61
72718	CDW Government	Buildings	\$3,884.10
72719	Crescent Electric Supply	Equipment	\$14,362.22
72720	Eakes Office Solutions	Technical Services	\$15,925.94
72721	Grand Island Utilities Dept	Electricity	\$9,289.54
72722	Grand Island Utilities Dept	Electricity	\$13,200.03
72723	International Academy of Science	Web Based Software	\$18,997.00
72724	The Home Depot Pro	Custodial Supply Warehouse	\$33,672.95
72725	Brand's	General Supplies	\$456.49
72726	Bucket Fillers	Books & Periodicals	\$144.97
72727	Committee For Children	General Supplies	\$1,458.00

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72728	Discount School Supply Order Dept	General Supplies	\$6,415.67
72729	Eakes Office Solutions	General Supplies	\$6,677.44
72730	Equallevel Inc	Web Based Software	\$1,400.00
72731	Head Start Family Dev Program	Professional Education Services	\$11,760.87
72732	Lakeshore Learning Materials	General Supplies	\$21,628.23
72733	Literacy Resources LLC	General Supplies	\$1,283.84
72734	Nebraska Dept Of Education	Employee Training and Development Services	\$90.00
72735	Really Good Stuff Inc	General Supplies	\$133.12
72736	Teaching Strategies LLC	General Supplies	\$5,377.50
72737	Tools 4 Reading LLC	General Supplies	\$975.00
72738	Virco Inc	General Supplies	\$219.60
72739	Johnson Hardware	Dues and Fees	\$4,220.00
72740	Hiland Dairy Foods Company LLC	Milk	\$8,993.13
72741	Beth Klemme	Mileage Paid to Staff	\$170.71
72742	City of Grand Island	Refuse Disposal	\$82.33
72743	Eakes Office Solutions	Furniture and Fixtures	\$49,505.96
72744	First Bankcard Center/Visa	General Supplies	\$3,353.79
72745	Grand Island Utilities Dept	Electricity	\$37,557.08
72746	Idea Bank Marketing	Professional Services	\$179.00
72747	Legacy Outdoor Advertising LLC	Advertising	\$535.00
72748	Lisa Barkley	Professional Education Services	\$836.74
72749	Toofast Supply	General Supplies	\$1,499.47
72750	Verizon Wireless	Technology Hardware	\$120.03
72751	West Music Co	General Supplies	\$543.75
72752	Mid-West 3D Solutions LLC	General Supplies	\$4,558.00
72753	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,743.95
72754	Amy Sjolholm	Professional Education Services	\$1,462.50
72755	Andrea Miles	Miscellaneous Expenditures	\$115.10
72756	April Sundberg	Professional Education Services	\$1,080.00
72757	Audrey Reimers	Professional Education Services	\$50.00
72758	Deena Starman	Professional Education Services	\$100.00
72759	Mindy Moyer	Professional Education Services	\$2,337.50
72760	Century Link	Distance Education and Telecommunications	\$150.98
72761	Century Link	Distance Education and Telecommunications	\$66.98
72762	Grand Island Public Schools	Employee Training and Development Services	\$4,602.67
72763	Music Is Elementary	General Supplies	\$175.89
72764	Nebraska Council of School Administrator	Dues and Fees	\$645.00
72765	Northwestern Energy	Natural Gas	\$78.00
72766	Pearson Clinical Assessment	General Supplies	\$824.25
72767	Perry Guthery Haase & Gessford PC	Contracted Legal Services	\$1,275.00
72768	Sams Club Direct	General Supplies	\$25.46
72769	Scholastic Book Clubs Inc	Books & Periodicals	\$130.90
72770	Ace Hardware	General Supplies	\$706.39
72771	Ace Hardware	General Supplies	\$13.58
72772	AcroMat	General Supplies	\$1,923.75
72773	Advanced Water Company Inc	Technical Services	\$3,484.47
72774	All Star Auto Glass of Grand Island	Repairs and Maintenance Services	\$392.13
72775	American Alliance for Innovative Systems	Professional Education Services	\$1,800.00
72776	Amino Gedi	Technical Services	\$12.00
72777	Anderson Ford Lincoln Mercury	Repairs and Maintenance Services	\$779.63
72778	Apple Computer Inc	Audio-Visual Materials	\$138.95

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72779	AV Associates of Nebraska	Technology Supplies	\$2,072.00
72780	Awards Plus	General Supplies	\$388.35
72781	B & H Photo-Video Inc	General Supplies	\$2,158.32
72782	Barnes And Noble Bookstore	Books & Periodicals	\$4,889.17
72783	Beth Barlow	Professional Education Services	\$100.00
72784	Border States Industries Inc	General Supplies	\$4,194.06
72785	Bosselman Energy Inc	General Supplies	\$63.02
72786	Bound To Stay Bound Books	Books & Periodicals	\$178.73
72787	Brand's	General Supplies	\$743.22
72788	Brenda Anderson	Mileage Paid to Staff	\$22.37
72789	Builders Warehouse	General Supplies	\$229.00
72790	Cannon Moss Brygger & Assoc	Buildings	\$15,107.15
72791	Carolina Biological Supply	Furniture and Fixtures	\$1,538.00
72792	Carson-Dellosa	General Supplies	\$544.66
72793	Cengage Learning	Books & Periodicals	\$5,250.00
72794	Centennial Sales	Furniture and Fixtures	\$21,191.80
72795	Chamber Of Commerce	Advertising	\$150.00
72796	Christina Mullins	Professional Education Services	\$50.00
72797	Cindy Beaman	General Supplies	\$40.95
72798	College Board	Technical Services	\$22,374.00
72799	College Board Publications	Dues and Fees	\$680.00
72800	Communications Engineering	Technical Services	\$360.00
72801	Connected Solutions Group LLC	Technology Hardware	\$64.00
72802	Construction Rental	General Supplies	\$819.03
72803	CoolSpeak LLC	Employee Training and Development Services	\$10,000.00
72804	Copycat Instant Printing	Printing & Binding	\$6,500.82
72805	Creative Cabinets Inc	Technical Services	\$3,150.00
72806	Crescent Electric Supply	General Supplies	\$1,486.25
72807	Dan Petsch	Mileage Paid to Staff	\$80.33
72808	Daniel Venables	Employee Training and Development Services	\$500.00
72809	Danielle Buhman	Dues and Fees	\$149.00
72810	Danielle Dudo	General Supplies	\$23.76
72811	Darrell Holley	Mileage Paid to Staff	\$34.50
72812	Demco	General Supplies	\$212.48
72813	DeMoulin Brothers & Company	General Supplies	\$161.12
72814	Dennis Supply Company	General Supplies	\$26.08
72815	Discount School Supply Order Dept	General Supplies	\$113.30
72816	DreamBox Learning Inc	Web Based Software	\$22,750.00
72817	Dude Solutions Inc	Web Based Software	\$3,613.58
72818	DXP Enterprises Inc	General Supplies	\$62.01
72819	EAI Education	General Supplies	\$1,009.68
72820	Eakes Office Solutions	General Supplies	\$48,480.61
72821	Eberl Plumbing & Drain	Technical Services	\$142.50
72822	Egan Supply Company	Custodial Supply Warehouse	\$6,735.46
72823	Engineering Technologies Inc	Buildings	\$13,238.62
72824	ESU Coordinating Council	Dues and Fees	\$1,383.00
72825	Fastenal	General Supplies	\$242.96
72826	First Book National Book Bank	Miscellaneous Expenditures	\$552.22
72827	Flinn Scientific	General Supplies	\$107.43
72828	Follett School Solutions Inc	Books & Periodicals	\$2,985.24
72829	Frontline Technologies Group LLC	Technical Services	\$7,376.20

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72830	Fun and Function LLC	General Supplies	\$1,500.00
72831	Fun Express LLC	General Supplies	\$173.55
72832	Gallup Inc	Employee Training and Development Services	\$5,220.00
72833	Global Equipment Company	General Supplies	\$8,051.93
72834	Gottlob Asphalt, LLC	Technical Services	\$15,212.00
72835	Grainger	General Supplies	\$56.29
72836	Grand Island Area Chamber Of Commerce	General Supplies	\$770.00
72837	Grand Island Physical Therapy	Professional Education Services	\$22,573.93
72838	Great Lakes Sports	General Supplies	\$604.46
72839	Grones Outdoor Power & Battery	General Supplies	\$135.70
72840	GSC Unlimited Inc	Equipment	\$28,356.00
72841	Gumdrop Books	Books & Periodicals	\$600.00
72842	Gustave A Larson Company	General Supplies	\$799.81
72843	H L Flake Co LTD	General Supplies	\$3.16
72844	Hal Leonard Corporation	General Supplies	\$352.64
72845	hand2mind Inc	General Supplies	\$3,720.89
72846	Hansen Well Service LLC	General Supplies	\$4,492.54
72847	Head Start Family Dev Program	Professional Education Services	\$130,833.39
72848	Heidi Dahlke	Professional Education Services	\$50.00
72849	Hesselgesser Electric	General Supplies	\$2,780.15
72850	Hooker Bros Sand & Gravel Inc	General Supplies	\$802.45
72851	Hotsy Equipment Co	General Supplies	\$1,980.00
72852	HyVee	General Supplies	\$715.00
72853	ID Superstore	Technology Supplies	\$420.00
72854	Innovative Office Solutions	General Supplies	\$669.66
72855	Interstate All Battery Center	General Supplies	\$380.05
72856	IRIS Ltd., Inc.	General Supplies	\$3,270.00
72857	Jacqueline Juarez Meier	Mileage Paid to Staff	\$44.97
72858	Janalee M Hudiburgh	Professional Education Services	\$255.00
72859	Janet Dobbins	General Supplies	\$98.07
72860	Jaycee Gentleman	Professional Education Services	\$50.00
72861	Johnson Hardware	Equipment	\$22,117.00
72862	Jordan Burns	Professional Education Services	\$50.00
72863	Journeyed-Microsoft LAR	Technology Software	\$596.95
72864	Judith Garcia	Miscellaneous Expenditures	\$77.38
72865	Kaplan Early Learning Co	General Supplies	\$82.63
72866	Kelly Supply Co	General Supplies	\$4,008.26
72867	KHGI/KFXL - TV	Advertising	\$420.00
72868	Knowledge Matters Inc	Web Based Software	\$2,600.00
72869	Kuder Inc	Web Based Software	\$3,399.00
72870	Lakeshore Learning Materials	Furniture and Fixtures	\$16,416.04
72871	Laser Works	General Supplies	\$43.50
72872	Laurie Sodomka	General Supplies	\$35.97
72873	Learning A-Z	Web Based Software	\$1,209.18
72874	Learning Sciences International LLC	Employee Training and Development Services	\$38,000.00
72875	Lee Wolfe	General Supplies	\$17.98
72876	Leisa Gracia	Professional Education Services	\$50.00
72877	Lloyd McIntyre	Travel	\$541.90
72878	Lrene Jo Braun	Professional Education Services	\$1,275.00
72879	Lucero Lozano	Professional Education Services	\$50.00
72880	Marcelline Ross	Employee Training and Development Services	\$70.89

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72881	Marks Plumbing Parts	General Supplies	\$1,159.67
72882	Matheson Tri Gas Inc	General Supplies	\$366.33
72883	Mayhew Signs Inc	Technical Services	\$5,937.00
72884	Mead Lumber Company	Equipment	\$754.51
72885	Mechanical Sales Inc	Equipment	\$31,989.95
72886	Melsen Striping LLC	Technical Services	\$7,311.00
72887	Midwest Floor Specialist	Technical Services	\$6,010.00
72888	Mindy Moyer	Professional Education Services	\$275.00
72889	Mosaic at Bethphage Village	Professional Education Services	\$3,494.70
72890	Musicians Friend	General Supplies	\$369.84
72891	NAF	Dues and Fees	\$2,000.00
72892	NAPA Auto Parts of Grand Island	General Supplies	\$469.04
72893	Nasco	General Supplies	\$61.98
72894	National Art and School Supplies	General Supplies	\$1,176.81
72895	National Council for Community &	Dues and Fees	\$3,500.00
72896	Natl. Assn. of Educational Procurment	Dues and Fees	\$620.00
72897	Nebraska Council of School Administrator	Dues and Fees	\$6,160.00
72898	Nebraska School Public Relations Assoc	Dues and Fees	\$285.00
72899	O Keefe Elevator Co Inc	Technical Services	\$1,140.84
72900	O Neill Transportation & Equipment LLC	Buildings	\$1,800.00
72901	O Neill Wood Resources LLC	General Supplies	\$1,040.00
72902	Odeys Inc	General Supplies	\$5,104.00
72903	Officenet	General Supplies	\$324.66
72904	One Source	Technical Services	\$481.00
72905	ORIGO Education Inc	General Supplies	\$3,941.56
72906	Oticon Inc	Technology Supplies	\$208.00
72907	Otis Elevator Company	Technical Services	\$2,714.28
72908	Patricia Costello	Professional Services	\$2,325.00
72909	Pearson Clinical Assessment	Miscellaneous Expenditures	\$4,137.84
72910	Policy Studies Associates Inc	Professional Education Services	\$9,166.67
72911	Pomp's Tire Service Inc	Repairs and Maintenance Services	\$466.34
72912	Renee Sutherland	General Supplies	\$65.03
72913	Rentokil North America Inc	Technical Services	\$3,303.00
72914	Rose Zlomke	Mileage Paid to Staff	\$15.75
72915	Stanley Industrial & Automotive LLC	General Supplies	\$594.57
72916	Stephanie Allen	Professional Education Services	\$100.00
72917	Suyapa Gonzalez	Mileage Paid to Staff	\$51.75
72918	T C Ceilings Inc	General Supplies	\$352.00
72919	Terjak Construction Inc	Land and Land Improvements	\$38,290.00
72920	The Home Depot Pro	General Supplies	\$30,917.07
72921	The Prophet Corporation	General Supplies	\$4,080.93
72922	Time For Kids	Books & Periodicals	\$519.75
72923	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$6,316.49
72924	Toofast Supply	General Supplies	\$79.98
72925	Travas G Wright	Mileage Paid to Staff	\$10.69
72926	UniFirst Corporation	Technical Services	\$235.44
72927	University of Wisconsin-Madison	Employee Training and Development Services	\$825.00
72928	Voyager Sopris Learning Inc	Books & Periodicals	\$10,928.38
72929	West Music Co	General Supplies	\$204.37
72930	Winsupply of Grand Island	General Supplies	\$9,401.15
72931	Yandas Music	General Supplies	\$11,067.88

Grand Island Public Schools

Claims Listing

August 13, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
72932	Zachary Jones	Dues and Fees	\$156.00
72933	Bosselman Energy Inc	Mileage Paid to Staff	\$85.58
72934	Brenmar Company Inc	Nutrition Services Warehouse	\$2,675.00
72935	Cash-Wa Distributing	Nutrition Services Warehouse	\$75,178.03
72936	Central District Health Dept	Dues and Fees	\$103.00
72937	General Parts LLC	General Supplies	\$154.56
72938	Goodwin Tucker	Professional Services	\$1,655.00
72939	Grand Island Public Schools	Miscellaneous Expenditures	\$2,316.91
72940	Greenberg Fruit Company	Produce	\$4,778.64
72941	Helen Batenhorst	Mileage Paid to Staff	\$78.37
72942	Lauren Rathman	Dues and Fees	\$70.00
72943	Lisa Moss	General Supplies	\$54.05
72944	Midwest Restaurant Supply LLC	General Supplies	\$1,592.20
72945	MJM Marketing	Nutrition Services Warehouse	\$3,520.40
72946	NAPA Auto Parts of Grand Island	General Supplies	\$29.97
72947	Pamela L Morriss	General Supplies	\$14.98
72948	Pan-O-Gold Baking Co	Bread	\$223.60
72949	Uline	General Supplies	\$368.77
72950	US Foods - Grand Island	Nutrition Services Warehouse	\$14,360.58
ACH	Medsurety	Employee Benefits	\$324.00
ACH	Wells Fargo Equipment Finance Inc	Technical Services	\$8,781.03
ACH	Ziembra Roofing Co	Construction Services	\$180,000.00
ACH	Tri-Cities Group Inc.	Construction Services	\$140,084.10
ACH	Floors Inc	Construction Services	\$53,623.71
ACH	Cpm Educational Program	Books & Periodicals	\$61,446.13
ACH	Houghton Mifflin Harcourt Hm Receivables	Web Based Software	\$233,280.00
ACH	R8 Productions LLC	Equipment	\$14,501.00
		July Claims	\$2,400,404.78
		July 15, 2020 Payroll	\$7,245,999.89
			<u>\$9,646,404.67</u>

**GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska**

**STAFF ADJUSTMENT
Addendum
August 13, 2020**

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Wendy Leiding	Registered Nurse/1.0 FTE/ Barr	08/06/20	Nurse's-06	Southeast Community College	L. Pishna
Michelle Simmons	Executive Services Coordinator/1.0 FTE/ Admin. Bldg.	08/16/20			M. Suhr

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Lori Forsythe	Payroll Administrator/1.0 FTE/Admin. Bldg.	Personal	01/15/21

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Whitney Flower	Student Success Liaison/ 1.0 FTE/Starr	Virtual Elementary Principal/1.0 FTE/ Districtwide	08/16/20	Approved by Board

**GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska**

**STAFF ADJUSTMENT
August 13, 2020**

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Sara Geurink	ELL/1.0 FTE/Senior	08/06/20	MA-09	Concordia University	A. Briones
Terri Johansen	English Language Arts/ 1.0 FTE/Barr	08/06/20	BA+27 -07	UNL	G. Pagel
Jacquelin Stalvey	Special Education Resource/ 1.0 FTE/Walnut	08/06/20	MA-08	Grand Canyon University	R. Riha

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Kyle Beaman	Fine Arts Assistant Coordinator/Districtwide	07/27/20	Approved by Board 2019-2020
Johnathon Boyd	Speech/Senior	08/12/20	R. Holsinger
Joshua Budler	Head Boys Tennis/Senior	08/12/20	M. Edge
Patrick Doyle	Weight Training Fall/Senior	08/12/20	J. Williams
Patrick Doyle	Weight Training Summer/Senior	08/12/20	J. Williams
Marcus Ehrke	Head Volleyball/Senior	08/12/20	W. Root
Kalie Horky	Reserve Volleyball/Senior	08/12/20	M. Ernstmeyer
Christopher Holton	Senior Graphic Design/Senior	08/12/20	D. Nearhood

New Hire/Extra Standard Assignment (cont.)

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Christopher Holton	Sound System Vision Board Operator/Senior	08/12/20	Approved by Board
Alexander Kemnitz	Robotics/Senior	08/12/20	E. Petermann
Lauren Schumacher	Educators Rising Advisor/Senior	08/12/20	Approved by Board
Chantel Silva	Unified Bowling/Senior	08/12/20	L. Wilcox

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Lindsey Caldera	Assistant Secretary/Barr	1.0	07/20/20	A. Diaz
Heather Castaneda	Printing Operator/Admin. Bldg.	.50	08/13/20	H. Luther
Erissa Ceballos	Technology Assistant/Senior	1.0	07/06/20	M. Evans
Devin Duren	Information Technology Technician/ Admin. Bldg.	1.0	07/27/20	K. Schlachter
Maria Flores-Ambriz	Assistant Custodian/Walnut	1.0	07/06/20	K. Pilkington
Alberto Flores Munoz	Assistant Custodian/Barr	1.0	08/03/20	S. Hilligas
Laura Gamboa Urrego	Migrant Education Facilitator/West Lawn	1.0	06/22/20	A. Gonzalez De La Vega
Mary Kirchner	Technology Assistant/Westridge	1.0	07/06/20	C. Ortmeier
Terriline Littlejohn	Nutrition Services Assistant/Walnut	.50	08/12/20	S. Parra

Classified New Hires (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Jennifer Molina	Assistant Custodian/Jefferson	1.0	06/25/20	T. Garcia
Wendy Smith	Assistant Custodian/Howard	1.0	07/27/20	E. Sinner
Nicholas Petsch	Maintenance/Warehouse/Grounds/Admin. Bldg.	1.0	07/06/20	T. Bennett
Lura Townsend	Certified Deaf Paraeducator/Newell	.56	08/12/20	M. Thompson

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Jack Sheard	Communications Coordinator/1.0 FTE/ Admin. Bldg.	New position	09/01/20
Electra Walker	Special Education Resource/1.0 FTE/Barr	Personal	08/06/20

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Mark Edge	Head Boys Tennis/Senior	Personal	05/26/20
Roger Holsinger	Speech/Senior	Personal	05/26/20

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Richard Kissack	JV Boys Tennis/Senior	Personal	05/26/20
Lillian Lutter	Student Council/.50 FTE/Senior	Personal	05/26/20
Dawn Nearhood	Graphic Design/Senior	Personal	05/26/20
Emily Petermann	Robotics/Senior	Personal	05/26/20
Dalton Wademan	Junior Varsity Football/Senior	New position	05/26/20

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Demi Arres	Skills Academy Paraprofessional/.94 FTE/Westridge	Personal	06/25/20
Cynthia Borgheiinck	Special Education Paraeducator/.94 FTE/Starr	Personal	05/21/20
Laurie Carmichael	Special Education Paraeducator DLP/.94 FTE/Walnut	Personal	06/25/20
Donna Dammann	Paraeducator/.31 FTE/Noon Monitor/.19 FTE/Howard	Personal	05/22/20
Elisabet Cabrera	ELL Preschool Paraeducator/1.0 FTE/Early Learning Center	Personal	04/02/20
Angela Franks	Special Education Paraeducator/.94 FTE/Jefferson	Personal	05/22/20
Cynthia Gay	Nutrition Services Assistant/.88 FTE/Walnut	New Position	05/22/20

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Christine Gramberg	Certified Deaf Paraeducator/.94 FTE/Newell	Retirement	05/22/20
Terri Harders	Paraeducator/.56 FTE/Noon Monitor/.19 FTE/ Stolley Park	Personal	05/21/20
Elvira Lopez	ELL Paraeducator/.94 FTE/Starr	Personal	05/22/20
Heather Luther	Printing Operator/.50 FTE/Admin. Bldg.	Personal	04/03/20
Terry Marousek	LPN/.94 FTE/Seedling Mile	Relocation	05/22/20
Katie Martikainen	Behavior Support Paraprofessional/1.0 FTE/ Admin. Bldg.	Personal	05/22/20
Frank Martinez	Head Custodian/1.0 FTE/Career Pathways Institute	Retirement	08/31/20
Rosa Martinez Aguilar	Skills Academy Paraprofessional/.56 FTE/Dodge	Personal	06/09/20
Margaret Martinez	Head Food Server/.78 FTE/Gates	Personal	05/21/20
Gwen McMahan	Crossing Guard/.31 FTE/Engleman	Personal	05/21/20
Steven McMahan	Crossing Guard/.31 FTE/Starr	Personal	05/21/20
Nicholas Petsch	Warehouse Grounds/1.0 FTE/Admin. Bldg.	Personal	07/31/20
Sally Rapien	Satellite Clerk/.56 FTE/Wasmer	Personal	05/22/20
Debra Sukanuma	Crossing Guard/.31 FTE/Newell	Personal	05/21/20
Ameina Tiea	Nutrition Services Assistant/.75 FTE/Senior	Personal	05/22/20
Ashlyn Urbanski	Skills Academy Paraprofessional/.94 FTE/Westridge	Personal	05/22/20

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Elise Vahle	Intern/.48 FTE/Admin. Bldg.	Internship ended	05/29/20
Sandra Vanosdall	Certified Deaf Paraeducator/.94 FTE/Newell	Personal	05/22/20
Evonne Wageman	Paraeducator/.94 FTE/Starr	Retirement	05/22/20
Mackenzie Wetzel	Technology Assistant/1.0 FTE/Walnut	Relocation	06/24/20
Rebecca Willmert	Special Education Paraeducator/.94 FTE/Howard	Personal	05/21/20
Vetta Witt	Satellite Clerk/.44 FTE/West Lawn	Retirement	05/21/20
James Woode	Assistant Custodian/1.0 FTE/ West Lawn	Personal	08/04/20

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Cindy Beaman	Curriculum Coordinator Math/ 1.0 (187 day)/Admin. Bldg.	Coordinator Curriculum Math/ 1.0 FTE (260 day)/Admin. Bldg.	08/06/20	Approved by Board
Cindy Clark	Special Education Resource/ 1.0 FTE/Howard	Special Education Resource/ 1.0 FTE/Virtual School	08/06/20	Change in assignment
Cari Cobler	Special Education Resource/ 1.0 FTE/Wasmer	Special Education Resource/ 1.0 FTE/Virtual School	08/06/20	Change in assignment

Certified Changes (cont.)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Jennifer Clark	Special Education Resource/ 1.0 FTE/Engleman	Special Education Resource/ 1.0 FTE/Virtual School	08/06/20	Change in assignment
Wendy Cremers	Grade 3/1.0 FTE/Shoemaker	Grade 5/1.0 FTE/Shoemaker	08/06/20	M. Simonson
Alexus Fleharty	Special Education Resource/ 1.0 FTE/West Lawn	Special Education Resource/ .50 FTE/West Lawn/.50 FTE/ Wasmer	08/06/20	Change in assignment
Marisalynn Koepke	Special Education Resource/ 1.0 FTE/Lincoln	Special Education Resource/ .50 FTE/Lincoln/.50 FTE/ Howard	08/06/20	Change in assignment
Cara Kuhl	Gifted Coordinator/1.0 FTE (187 day)/Admin. Bldg.	Coordinator Gifted and Talented/1.0 FTE (260 day)/ Admin. Bldg.	08/06/20	Approved by Board
Elizabeth Obermiller	Special Education Resource/ .50 FTE/Gates/.50 FTE/ Shoemaker	Special Education Resource/ 1.0 FTE/Engleman	08/06/20	Change in assignment
Ruth Palma Alonso	Fourth Grade/1.0 FTE/ Jefferson	Kindergarten/1.0 FTE/ Jefferson	08/06/20	K. Simorov
Christi Rademacher	Special Education Resource/ 1.0 FTE/Newell	Special Education Resource/ 1.0 FTE/Virtual School	08/06/20	Change in assignment
Katie Simorov	Kindergarten/1.0 FTE/ Jefferson	First Grade/1.0 FTE/Virtual School	08/06/20	Change in assignment
Nicholas Stoddard	Science/1.0 FTE/Barr	Science/1.0 FTE/Walnut	08/06/20	A. Banahan

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Raymond Chavez	MS Boys Basketball/Walnut	MS Head Boys Basketball/ Walnut	08/08/19	R. Brown
Meredy Ernstmeyer	Reserve Volleyball/Senior	Junior Varsity Volleyball/ Senior	08/12/20	K. Ward
Jennifer Kramer	Reserve Softball/Senior	Varsity Assistant Softball/ Senior	08/12/20	L. Nelson

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Blanca Almaguer	Food Server/.69 FTE/ Dodge	Head Food Server/.88 FTE/ Starr	08/05/20	J. Kuta
Stephanie Bockmann	Special Education Paraeducator/.94 FTE/Wasmer	Special Education Paraeducator/.94 FTE/ Stolley Park	08/06/20	K. Frerichs
Lionel Contreras	Assistant Custodian/1.0 FTE/ Senior	Custodian Night Supervisor/ 1.0 FTE/Senor	07/15/20	J. Garcia
Cheryl Danek	Paraeducator/.88 FTE/ Noon Monitor/.13 FTE/ Jefferson	Paraeducator/.75 FTE/ Noon Monitor/.13 FTE/ Jefferson	08/06/20	Change in hours

Classified Changes (cont.)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
JoAnn Dreikosen	Head Food Server/.69 FTE/ Stolley Park	Nutrition Services Assistant/ .70 FTE/Early Learning Center	08/05/20	T. Ball
Melissa Evans	Technology Assistant/ 1.0 FTE(10 month)/Westridge	Technology Assistant/ 1.0 FTE(12 month)/Westridge	08/05/20	Approved by Board
Jane Helton	Technology Assistant/ 1.0 FTE(10 month)/Barr	Technology Assistant/ 1.0 FTE(12 month)/Barr	08/05/20	Approved by Board
Lisa Hinken	Paraeducator/.94 FTE/ Howard	Paraeducator/.50 FTE/ Howard	05/22/20	D. Dammann/ Employee request
Pamela Rivera	Nutrition Services Assistant/ .69 FTE/Westridge/.25 FTE/ CNC	Nutrition Services Assistant/ .75 FTE/Westridge	08/05/20	B. Peterson
Maria Saldivar	Head Food Server/.81 FTE/ Dodge	Head Food Server/.88 FTE/ Dodge	08/05/20	Student need

The Superintendent recommends adoption of the Staff Adjustment on the consent agenda

Grand Island Public Schools

Fund Balances

Fiscal Year: 2019-2020

Month: July
 Year: 2020
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$26,535,867.25	\$108,427,348.28	(\$100,960,096.06)	\$0.00	\$34,003,119.47
02	Depreciation	\$2,450,147.51	\$0.00	(\$937,160.10)	\$0.00	\$1,512,987.41
03	Employee Benefit	\$3,063,636.10	\$48,480.84	(\$11,193.00)	\$0.00	\$3,100,923.94
04	Contingency	\$1,048,171.74	\$2,388.40	\$0.00	\$0.00	\$1,050,560.14
05	Activities	\$1,797,110.91	\$1,995,942.15	(\$2,460,953.10)	\$0.00	\$1,332,099.96
06	School Nutrition	\$1,151,274.23	\$5,846,796.99	(\$5,921,472.13)	\$0.00	\$1,076,599.09
07	Bond	\$6,929,920.22	\$6,052,323.63	(\$6,230,405.53)	\$0.00	\$6,751,838.32
08	Special Building	\$4,621,564.98	\$7,735,242.04	(\$7,827,998.64)	\$0.00	\$4,528,808.38
09	Qualified Capitol Purpose Undertaking	\$2,108,003.74	\$940,706.24	(\$899,900.00)	\$0.00	\$2,148,809.98
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$50,512,825.07	\$131,049,228.57	(\$125,249,178.56)	\$0.00	\$56,312,875.08

End of Report



Memorandum of Understanding for Early College Courses in CCC Service Area

This Agreement is entered into this 1st day of July, 2020 between Grand Island Public Schools (hereinafter GIPS) and Central Community College (hereinafter "CCC"), agree as follows

WHEREAS, GIPS desires to provide course offering to its students in partnership with CCC, provided by CCC at Grand Island Senior High School, and,

WHEREAS, CCC is a community college that can provide course offerings to GIPS students for college credit, or for dual high school and college credit, and,

WHEREAS, the parties desire to enter into an agreement specifying the rights and responsibilities of the parties with respect to this partnership.

NOW, THEREFORE, the parties hereby agree as follows:

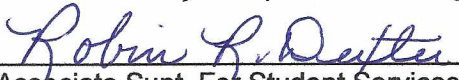
1. Students will be charged tuition and fees to CCC for any classes provided by CCC based on the option selected by the high school (See Addendum for tuition options and classes offered). High School maintains ability to pay tuition or assist students with Foundation or scholarship assistance.
2. GIPS and/or their students will be responsible for providing/purchasing the required Personal Protective Equipment and hand tools for the Welding program. A list of required Personal Protective Equipment and hand tools will be provided by CCC with any updates communicated prior to the start of the fall semester.
3. If the instructor is paid by the College, CCC will pay GIPS the published college adjunct rate of pay for each credit hour per section with registrations between 8 and 25 students. The minimum enrollment and payment of 80% of the published College adjunct rate will be determined by the Extended Learning Services Dean and Associate Dean. Sections which have enrollments less than the established minimum may be combined for payment if approved by the Extended Learning Services Dean and Associate Dean. CCC will provide W-2 forms as required by law and follow CCC payroll deadlines and processes.
4. Census data for the purposes of determining payment will be compiled by CCC by the 10th day of attendance each term.
5. Grades for CCC courses taught by adjuncts in the high school will be due no later than seven days after the end of the respective CCC term, unless given prior approval from CCC administration.
6. Instructors who teach college credit or dual credit courses pursuant to the terms of this agreement will be invited to annual adjunct instructor training as offered during the year. New faculty must attend Learning Management System training and meet with their supervising associate dean before teaching. Returning instructors must attend the training once every three years and update training as needed. CCC will pay attending instructors a stipend for each day of training at the published college rate.
7. Instructors must be appropriately credentialed prior to teaching according to current CCC guidelines. Credentials must be on file with CCC's Human Resources department. CCC will share credential files with GIPS as necessary.
8. Adjunct faculty will be observed and evaluated once within every three years by CCC personnel.
9. Adjunct instructors will utilize the CCC Learning Management System (LMS). Use of the LMS includes, as a minimum, the approved course syllabus, the assigned grade scale established by the

[Type here]

college and the approved electronic grade book to submit the final grade. Any individual graded assignments that are not recorded in the LMS gradebook and are challenged by students, will need to be tracked and addressed utilizing the high school's own LMS.

10. Adjunct faculty will utilize CCC curriculum. Additional course content may also be taught, so long as all CCC learning objectives are met.
11. Adjunct faculty will utilize the CCC common textbook, unless approval has been granted for an alternative textbook by the CCC instructional administration.
12. Adjunct faculty will participate in CCC's Early College Student Progress Notification System.
13. Instructors will participate in the collection of assessment of student learning data and will assist in the analysis of data when possible.
14. Students who are enrolled in CCC coursework are CCC students and are responsible for knowing and behaving in compliance with the CCC Student Code of Conduct and Civil Rights policies and procedures.
15. This agreement shall remain in full force and effect for one academic year until June 30, and shall be automatically renewed annually following that date upon like terms and conditions unless one of the parties notifies the other in writing ninety (90) days prior to the expiration of this agreement that it desires to renegotiate an agreement. Specific class offerings will be updated by addendum to this agreement on an annual or semester basis.
16. Changes to this agreement must be in writing and executed by both parties to the agreement.

Central Community College Representative



Associate Supt. For Student Services
GIPS Board Secretary

Date

7/31/2020

Date

[Type here]

4.20.2020



Addendum to the Memorandum of Understanding for Early College Courses in CCC Service Area

This Addendum to the Memorandum of Understanding (MOU) is entered into this 1st day of July, 2020 between Grand Island Public Schools (hereinafter "GISH") and Central Community College (hereinafter "CCC"), agree as follows:

In April of 2020, high schools were provided three tuition rate options for class sections taught by a faculty member of that high school:

1. Dual credit students and high school students enrolling in CCC courses will be charged student fees only (\$15/credit hour) for courses taught by high school-employed instructors offered at high school locations. CCC will not reimburse the school or provide payment to the high school instructor.
2. Standard 2020-2021 tuition (\$92/credit hour) and student fees (\$15/credit hour) for a total of \$107/credit hour will be charged for courses taught by CCC employed instructors offered via IP, online, at high schools and at CCC locations.
3. CCC is willing to collaborate with schools to develop additional interlocal agreements to share instructional or program costs. The College retains the right and responsibility to assign instructors based on credentials and availability.

Grand Island High School has selected the following option(s): (Please explain if option #3 and/or multiple options are selected.)

Option 1 for courses taught by high school-employed instructors – AMDT, AUTO, BSAD, CNST, DSGN, ENTR, INFO. Tuition = \$15.00/credit hour

Option 2 for courses taught by CCC employed instructors – CRIM, HLTH, WELD. Tuition = \$107.00/credit hour.

Proposed Courses to be offered at (HS):

<u>Term</u>	<u>ALPHA/Title</u>	<u>Instructor Name</u>	<u>Credits</u>	<u>\$ Amount Paid to Instructor or HS</u>
FA	AMDT 1000	Mike Samuelson	3	\$0
FA	AMDT 1010	Mike Samuelson	3	\$0
SP	AMDT 1030	Mike Samuelson	3	\$0
SP	AMDT 1080	Mike Samuelson	3	\$0
FA	AUTO 1000	Spencer Trout	2	\$0
SP	AUTO 1020	Spencer Trout	3	\$0
FA	AUTO 1100	Spencer Trout	2	\$0
SP	AUTO 1200	Spencer Trout	2	\$0
FA	BSAD 1050	Eric Hartel	3	\$0
SP	BSAD 1360	Eric Hartel	3	\$0
FA	CNST 1200	Brett Forsman	1	\$0
FA	CNST 1400	Brett Forsman	2	\$0
SP	CNST 1500	Brett Forsman	3	\$0

(6/4/2020)

<u>Term</u>	<u>ALPHA/Title</u>	<u>Instructor Name</u>	<u>Credits</u>	<u>\$ Amount Paid to Instructor or HS</u>
FA	CNST 1600	Brett Forsman	3	\$0
SP	CNST 1700	Brett Forsman	3	\$0
FA	DSGN 1020	Michael Lowe	3	\$0
SP	DSGN 1040	Michael Lowe	3	\$0
FA	DSGN 1200	Michael Lowe	3	\$0
FA	DSGN 1400	Michael Lowe	3	\$0
SP	DSGN 1610	Michael Lowe	3	\$0
SP	DSGN 1620	Michael Lowe	3	\$0
SP	DSGN 2640	Michael Lowe	3	\$0
FA	ENTR 1050	Adam Zlomke	3	\$0
SP	ENTR 2040	Adam Zlomke	3	\$0
SP	INFO 1600	Scott Fox	3	\$0
FA	INFO 1670	Scott Fox	3	\$0
FA	INFO 1760	Scott Fox	3	\$0
SP	INFO 1770	Scott Fox	3	\$0
SP	INFO 2720	Scott Fox	3	\$0
FA	CRIM 1010	Michael David	3	CCC Employee
SP	CRIM 1020	Michael David	3	CCC Employee
FA/SP	HLTH 1200	Wendy Leiding	3	CCC Employee
FA/SP	HLTH 1210	Wendy Leiding	3	CCC Employee
FA/SP	HLTH 1780	Josh Webb/Renae Evans-Griess	3	CCC Employee
FA	WELD 1250	John Wilmes/Mike Snell	3	CCC Employee
SP	WELD 1320	John Wilmes/Mike Snell	2	CCC Employee
FA	WELD 1450	John Wilmes/Mike Snell	3	CCC Employee
SP	WELD 1460	John Wilmes/Mike Snell	2	CCC Employee
SP	WELD 1470	John Wilmes/Mike Snell	2	CCC Employee
FA	WELD 1480	John Wilmes/Mike Snell	2	CCC Employee
SP	WELD 1500	John Wilmes/Mike Snell	3	CCC Employee
SP	WELD 2480	John Wilmes/Mike Snell	3	CCC Employee

**INTERLOCAL AGREEMENT
FOR INSTRUCTIONAL PROGRAMS BETWEEN
GRAND ISLAND PUBLIC SCHOOLS AND
CENTRAL COMMUNITY COLLEGE**

This Agreement is made the day and year hereinafter written by and between **Grand Island Public School District a/k/a/ Grand Island Public Schools**, hereinafter referred to as "**GIPS**," and Central Community College, hereinafter referred to as "**CCC**," under and pursuant to the Interlocal Cooperation Act as set forth in Sections 13-801 to 13-827 R.R.S. Neb. ("Act") and other laws. **GIPS** has as its primary place of business **123 South Webb Road, Grand Island, NE 68802-4904**; and CCC has as its primary place of business for purposes of this agreement at CCC's Administrative Offices, 3134 West Highway 34, P.O. Box 4903, Grand Island, NE 68802-4903.

WHEREAS, **GIPS** and CCC are both public agencies under and pursuant to the Act and other laws and desire to cooperate with each other and allow for CCC to conduct college courses and programs at facilities owned and maintained by **GIPS**, hereinafter referred to as the "Program"; and

WHEREAS, the governing body of each of the parties has approved this Agreement as required by law and all the parties hereto can expect to substantially benefit from the same courses; and

WHEREAS, **GIPS** wishes to update the school district's curriculum for the career, technical and/or academic programs; and,

WHEREAS, **GIPS** desires to develop a revenue neutral program with CCC, with all costs of the Program covered by the contractual agreement with **GIPS** and CCC and through tuition and/or fees paid by participating **GIPS** students receiving CCC credit.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. **Term.** The term of this Agreement will be from July 1, 2020 through June 30, 2023 unless extended by mutual agreement of the parties. Unless written notice is given by **GIPS** to CCC on or before 90 days prior to end of agreement, of a desire to terminate this agreement at the end of the term, this Agreement shall be extended to include additional annual terms to be from July 1 through June 30 of following years.

2. **Purpose.** To provide the course and programs on a cooperative basis to the mutual benefit of both parties. The Program, subject to adjustments by the Program Administrators as provided herein, or their successors, generally includes the components set forth in Sections 3 and 4 of this Agreement.

3. **Central Community College:** Central Community College agrees to provide the following:

a. Courses of Instruction. CCC shall provide a course of instruction to include instructional and appropriate interactive experiences for the students to be taught and conducted by qualified instructors employed by CCC or **GIPS**, meeting CCC guidelines. Courses may include, but are not limited to: Automotive Technology, Construction Technology, Mechatronics, Business Technology, Information Technology, Advanced Manufacturing, Design Technology, and general education courses like Mathematics, English, Spanish, Sciences, and History. Courses will be determined on an annual basis and part of an addendum agreed upon by CCC and **GIPS**.

b. Licenses or permits (if applicable): CCC shall secure and pay for necessary licenses or permits, if any are required for the Program and shall operate such instructional program, in full compliance with all applicable local, state, and federal laws.

c. Textbooks and Computer Software. CCC shall provide all required software, specifications for **GIPS** classroom computers used for the College courses, text books or other class materials, and reference libraries for use by the students enrolled in this Program. **GIPS** assumes no responsibility for any loss or theft of textbooks, educational materials, or the like belonging to either CCC or to students enrolled in CCC's courses.

d. Equipment. CCC shall provide **GIPS** with the specifications and estimated costs for major mechanical equipment and specifications for safety equipment including ventilation specifications to be purchased by **GIPS** for use of CCC in the conduct of the Program. This agreement allows for financial assistance to be provided by CCC to **GIPS** for such equipment or required supplies as agreed upon by **GIPS** and CCC.

e. Faculty. **GIPS** or CCC shall provide the faculty to teach the Program. For the Program, **GIPS** will notify CCC of any changes in faculty as such changes occur. All faculty shall be certified by the State of Nebraska to teach secondary education. In the event a **GIPS** instructor or alternate instructor is unavailable for any reason, CCC and **GIPS** will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on **GIPS's** facilities. **GIPS** will require all faculty assigned to **GIPS's** facilities to observe all policies, rules, regulations, and administrative directives duly adopted and in effect at **GIPS**. CCC shall provide instructor training and training aids. CCC will provide instructor evaluation and supervision of the Program courses offered for college credit.

f. Calendar. CCC and **GIPS** will exchange instructional calendars indicating dates which are designated as holidays and vacation periods by both institutions. The program administrators shall coordinate and agree on final calendars and program dates. Instruction at **GIPS** facilities will meet the minimum contact hours required for CCC courses.

g. Number of Students and Class Schedule. CCC and **GIPS** shall designate the number of students allowed to participate in **GIPS** facilities. CCC and **GIPS** assume full responsibility for designating the time schedule for the Program courses. CCC will not schedule activities on **GIPS's** premises at unreasonable or inconvenient times for **GIPS**. **GIPS** activities and programs shall have priority, subject to coordination between the Program Administrators. **GIPS** agrees to assist students with registration in CCC courses and CCC will provide the instructor with roster and grading resources. If, for any reason, there are any significant changes in the number of students or in the time schedule agreed upon after classes start, **GIPS** will notify CCC.

h. Student Welfare. CCC shall be solely responsible for student learning through the direction of full-time or part-time CCC faculty assigned to these programs. Students

assigned to the courses at **GIPS's** facilities shall meet all safety requirements and regulations. In the event any student should sustain minor illnesses or emergency health situations while on **GIPS's** premises, such student will be required to notify the instructor. **GIPS** agrees to direct emergency medical care for students in case of an illness or accident while on **GIPS's** premises including contacting 911 if needed. The CCC instructor shall complete an accident report as required by CCC procedures. CCC will require all students assigned to **GIPS's** facilities to observe all policies, rules, regulations, and administration directives duly adopted and in effect at **GIPS**.

i. **Liability Insurance.** CCC shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to **GIPS** and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and **GIPS** facilities in the individual or aggregate amount of no less than \$1,000,000, and shall cause **GIPS** to be named as an additional insured on such policy or policies.

4. Grand Island Public Schools agrees to provide the following:

a. **Contribution toward Costs.** **GIPS** reserves the right to provide for the tuition of each student or assist student in seeking Foundation or Scholarship support.

b. **Facilities.** **GIPS** shall provide appropriate and functional facilities and access to reasonable and mutually agreed upon support spaces for communication, media or secure storage.

c. **Support Staff.** **GIPS** shall provide support faculty, facility maintenance, and attendant overhead costs, including electricity, heating and cooling, custodial service and trash services, CCC will provide appropriately marked hazardous waste containers and disposal of materials as related to program needs. **GIPS** will assume all responsibility for removing hazardous waste from **GIPS** premises.

d. **Computers.** **GIPS** shall provide access to computers for required programming, along with instructor access to printers and copy machines as provided to **GIPS** teaching staff.

e. **Liability Insurance.** **GIPS** shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to CCC and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and **GIPS** facilities in the individual or aggregate amount no less than \$1,000,000, and shall cause CCC to be named as an additional insured on such policy or policies.

5. Disciplinary Matters. The parties recognize there will be times when complaints arise that fall under the student codes of conduct (Title IX, Section 504 or any other applicable local, state or federal regulation or law) of both parties. The party receiving the complaint will timely notify the other, and promptly provide the other party with any complaint received. If, despite the good faith effort of the parties, they are unable to agree on a process for investigating the complaint, the party whose employee/student is the respondent of the complaint will determine the process. The parties will cooperate in any investigation initiated and make its employees/students reasonably available to the investigator. The investigator will prepare a report that will be provided to both parties setting forth findings as to the allegations and the basis for the findings. The investigator will make recommendations based upon the findings.

Each party will apply appropriate discipline as required by their respective student codes of conduct.

6. Termination. This Agreement is subject to cancellation by either party, without cause, with 120 days written notice to the other.

7. Administration of Programs and Miscellaneous. A separate legal entity will not be created by this Agreement. The Program shall, however, be administered by one individual appointed by each party ("Program Administrators") who will meet, as necessary, to administer the Program, interpret this Agreement and make appropriate adjustments in the Program as may be required from time to time. Unless otherwise agreed, **GIPS** shall serve as the fiscal agent of the Program and this cooperative activity between the parties and may adopt and utilize such accounting, payment, and budgeting procedures as it deems necessary to implement this Agreement. The Program Administrators shall also meet near the end of the term of this Agreement and determine issues of continuation and procedures for exercising the options to renew as provided herein.

8. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless each other and the other parties' officers, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from each agency's performance of this Agreement that may result in any claim or damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by such party or anyone directly or indirectly employed by the same. This section shall not require any individual or public agency to indemnify or hold harmless the other agencies to this Agreement for losses, claims, damages, and expenses arising out of, or resulting from, the agency's or its employees own sole negligence.

9. Amendment. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by the parties hereto.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS, AND ASSIGNS.

Central Community College

BY: _____
Authorized Official Date

Grand Island Public Schools

BY: Robin R. DePter Assoc Supt./Board Secretary 7/31/2020
Authorized Official Date

GIPS 2020-2021 STUDENT HANDBOOK: COVID SUPPLEMENT

The following rules and expectations will be effective during the 2020-2021 school year. These rules and expectations are intended to ensure the health and safety of all students, staff members, and the overall community. Because of the fluid nature of the current COVID-19 pandemic and the District's continued collaboration with health officials, these rules and expectations are subject to change at any time. The District will send parents and students notification of any such changes. It is each family's responsibility to monitor for, understand, and adhere to any such changes, including those changes implemented on short notice. If a parent or student ever has any questions about the interpretation or implementation of these rules and expectations, the parent or student should promptly contact their building administrator.

1. Face Coverings. Unless otherwise directed by the Superintendent, every student must wear an appropriate face covering on school grounds and while in school vehicles. A recommended face covering is 3-ply cloth or an appropriate face covering, to include gaiters, is a double cloth that does not interfere with or disrupt the operation of the school or the learning environment. Face coverings must be worn in a manner that covers the student's nose and mouth. A student may remove their face covering only when a staff member gives the student permission, such as during face covering "breaks" or during lunchtime. If a staff member provides specific face covering directives to a student, the student shall comply with those directives.

Students are highly encouraged to follow health and safety best practices outside of the school setting, including frequent hand washing and social distancing.

2. COVID-19 Symptoms. A student who experiences, or has experienced within 24 hours, any of the following symptoms must notify their administrator prior to coming to school or prior to entering a school vehicle:

1. Fever or chills
2. Cough
3. Shortness of breath or difficulty breathing
4. Muscle or body aches
5. New loss of taste or smell
6. Sore throat
7. Nausea or vomiting
8. Diarrhea

The administrator will then evaluate the student's symptoms to determine if the student may report to school or will be given academic work to complete at home. Students who miss school due to potential COVID-19 exposure or symptoms will generally not be counted as an unexcused absence. However, if the administration determines that the student has violated other rules or has not been honest about his or her symptoms, the student's absence may be deemed unexcused and the student may face other consequences. A student's arrival on school grounds or in a school vehicle after the student or parent fails to promptly notify a building administrator of

potential symptoms could result in student discipline, up to and including exclusion or expulsion from school.

A student who fails to report COVID-19 symptoms because the student wants to participate or compete in activities may face additional activity consequences.

3. Potential Exposure. Parents and students who have reason to suspect that the student may have been exposed to COVID-19 must promptly inform a building administrator. Potential exposure includes, but is not limited to, coming into close contact with a person who tested positive or is awaiting test results, a family member in the household who has tested positive or is awaiting test results, traveling to a “hot spot,” or receiving notification from a health official or medical professional of a potential exposure. Students who plan to travel outside of the community are encouraged to consult with a building administrator in advance to determine the potential consequences (such as mandatory quarantine) of such travel. Any student who has potentially been exposed to COVID-19 will not be allowed on school grounds or in a school vehicle until the District, in its sole and absolute discretion, determines that the student may safely return to school. A student’s arrival on school grounds or in a school vehicle after the student or parent fails to promptly notify a building administrator of a potential exposure could result in student discipline, up to and including exclusion or expulsion from school.

4. Academic Work at Home. A student who has potentially been exposed to COVID-19 and is not allowed on school grounds will not face an academic penalty unless the administration determines that the student has otherwise violated school rules. Any COVID-19 related student absence will not be counted as an unexcused absence. During a student’s COVID-19 related absence, the student is expected (to the extent that he or she is able) to work with his or her teachers to obtain and complete coursework and assignments. A teacher retains the discretion to grade student work during a student’s COVID-19 related absence.

5. Activities. A student will not be permitted to participate in activities if the student has possible COVID-19 symptoms, has potentially been exposed to COVID-19 or would otherwise jeopardize the health and safety of other students or staff. The District, in its sole and absolute discretion, will determine when a student may return or participate in an activity. Any student who fails to promptly report COVID-19 symptoms, potential exposure, or otherwise takes action or inaction that could jeopardize the health and safety of other students or staff will be subject to discipline, including the removal from the activity for the remainder of the year.

6. Failure to be Honest. These rules and expectations are designed and will be implemented to ensure, to the extent practicable, the health and safety of all students and staff. The District will endeavor to balance the need to ensure the health and safety of school premises, while not intruding on a family’s confidential medical information. With that in mind, students and families are expected to be honest with the District regarding a student’s potential COVID-19 exposure or symptoms. If a parent is uncomfortable or unwilling to provide specific information to the District about a student’s potential exposure or symptoms, the family need only inform a building administrator of the fact that there may have been a potential exposure or potential symptoms. A parent may, but will not be required to, divulge any specific information about the potential exposure or symptoms, such as medical information. In any circumstance, if

the District determines that a parent or student has not been honest or forthright with information or facts provided (or not provided) to the District about a potential exposure or potential symptoms, the District may exclude a student for a longer period of time (for health and safety reasons) or may impose disciplinary consequences, up to and including exclusion or expulsion from school.

7. Other Health and Safety Rules. At any time, a staff member may impose or require a student to undertake other health and safety requirements (such as frequent hand washing, maintaining social distancing, and the like). A student must follow such health and safety requirements or face discipline.

8. Assumption of the Risks. In the middle of the COVID-19 pandemic, the District has endeavored to reopen schools for the benefit of student learning and development. However, there is no guarantee that the school environment will be completely safe and free from COVID-19 or other related risks and hazards. Any parent who is uncomfortable with the risks associated with sending their student to school must promptly contact a building administrator to discuss alternative educational options. A parent who elects to send their student back to school does so understanding, assuming, and accepting the associated health and safety risks, including the possibility that the student may be exposed to and/or contract COVID-19.

Adopted: 08.13.2020



EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 4th day of August, 2020, by and between **Grand Island Public Schools** located at 123 South Webb Grand Island, NE 68803, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 9329 West Center Road Suite 100 Omaha, NE 68124 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a Grand Island Public Schools located in Nebraska and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

- Section 3.5 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.12 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
 Bi-weekly
 Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

GRAND ISLAND PUBLIC SCHOOLS
123 South Webb Road
Grand Island, NE 68803
ATTN: Robin Dexter

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Grand Island Public Schools
123 S Webb Rd
Grand Island, NE 68803
ATTN: Robin Dexter

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
9239 West Center Road Suite 100
Omaha, NE 68124
ATTN: **Ashley Phillips**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by

law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to

indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

GRAND ISLAND PUBLIC SCHOOLS:

MAXIM HEALTHCARE SERVICES, INC.:

Robin R. Dexter

Signature

Robin R. Dexter Assoc Supt

Printed Name & Title

8/4/2020

Date

Date

**ATTACHMENT A
GRAND ISLAND PBLIC SCHOOLS STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 4TH AUGUST 2020:

Service	Rate (per hour)
RN or LPN 1:1	56

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$0 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

GRAND ISLAND PUBLIC SCHOOLS:

Robin R. Dexter
Signature

Robin R. Dexter Assoc Supt
Printed Name & Title

8/4/2020
Date

MAXIM HEALTHCARE SERVICES, INC.:

Signature

Printed Name & Title

Date

AGREEMENT FOR SPECIAL EDUCATION SERVICES

The following Agreement is made by and between GRAND ISLAND PUBLIC SCHOOLS, hereinafter referred to as GIPS, and The Hearing Clinic.

A. SPECIAL EDUCATION SERVICES.

The Hearing Clinic shall provide Audiology Evaluation Services for the 2020-2021 School year. Services shall be provided on an as needed basis for audiology evaluation for GIPS students as referred to The Hearing Clinic by GIPS at the state rate of \$58.00/hour.

B. FINANCIAL PROVISIONS

GIPS will pay upon receipt for services provided by The Hearing Clinic. The invoice can be mailed or emailed to Dr. Robin R. Dexter, Associate Supt., Kneale Admin Bldg, 123 S. Webb Road, GI 68802 – rdexter@gips.org

C. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual written agreement of the parties.

D. TERM OF AGREEMENT.

Services will be provided for the 2020-2021 school year commencing on Aug. 17, 2020 and ending July 30, 2021.

E. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

F. EFFECTIVE DATE.

This Agreement shall become effective upon approval by GIPS and acceptance by The Hearing Clinic.

THIS AGREEMENT is approved by The Hearing Clinic on this ____ day of _____, 2020.

Signature for The Hearing Clinic

THIS AGREEMENT is approved by GRAND ISLAND PUBLIC SCHOOLS on this _____ day of _____, 2020.

Robin R. Dexter, GIPS Associate Superintendent



GRAND ISLAND PUBLIC SCHOOLS

8650 PARTICIPATION IN EXTRA-CURRICULAR ACTIVITIES

Participation in extra-curricular activities is a privilege extended to students by the Grand Island Public Schools. This participation is open to all students and shall be governed by the rules and regulations of the Nebraska Schools Activities Association.

Students in kindergarten through sixth grade may not participate in athletic contests between schools within a school system or between school systems. Annual field or play days are excluded from this restriction.

The primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must demonstrate evidence of sincere effort toward scholastic achievement.

Students in seventh and eighth grades may participate in interscholastic competitions subject to and in a manner consistent with the bylaws of the Nebraska School Activities Association (NSAA).

Students in high school must be enrolled in at least 20 credit hours in the semester of participation and have passed at least 20 semester hours the pervious semester, as per NSAA rules.

All rules regarding participation in extra-curricular activities, clubs, and not sanctioned activities will be included in the Student/Parent Handbook. In the event any restrictions of participation develop, the procedures utilized will follow appropriate constraints of procedural due process.

Legal Reference: NDE Rule 10.004.02C
Nebraska School Activities Association Middle Level Activities Bylaws, Article 9

Policy Adopted - November 3, 1980
Policy revised: 04.09.2015
Policy revised: ???.???.??

See 8560.1 Participation in Activities Guidelines (attached)
See **GIPS Student and Parent Consent Form**/Stays on File with GIPS

8650.1 Participation in Activities Guidelines

The Grand Island Public Schools (GIPS) hold students involved in activities to a higher standard, as they represent not only themselves, but their school and community. GIPS expects all athletes and activity participants to be drug, alcohol, and tobacco free, and to understand that it is a privilege to be involved in school activities. The following applies to all school activity participants.

A lifestyle free from the influence of drugs and alcohol is a responsible and healthy choice. Decisions related to this issue are extremely important and do have a direct correlation with student success. Students, parents, and the school all share responsibilities in the development of these important student choices. The Grand Island Public Schools continue to endorse and support a lifestyle for students that is free from the influence of alcohol, drugs, and tobacco. When students choose to use alcohol, drugs, and/or tobacco, their levels of performance are diminished. GIPS has established rules and consequences, with an emphasis on a program of education and support to foster a chemical-free lifestyle.

Procedure for Rule Violation

The student shall not be involved with drugs, alcohol, or tobacco. Whenever a student is representing GISH in an activity, a student shall not, regardless of quantity, use, consume, or have in their possession, drugs, alcohol, or tobacco (with exceptions as outlined by state statutes 53-168.06, 53-180.2). Students shall not buy, sell, or give away drug, alcohol, or tobacco products, or look-alikes. It is not a violation for a student to be in possession of or use a controlled substance specifically prescribed for the student by their doctor. Consequences will be documented regardless of the student's attendance center. Methods for verification of rule violation include: a) Ticketed by the police for drug/alcohol/tobacco related offense; b) Admission by the student involved; c) Violation witnessed by school personnel; d) Other evidence that the rule violation took place.

In the event that this policy is violated, the following process shall be initiated:

- 1) The student shall be notified of the alleged rule violation in a meeting with school officials. At that meeting, the student and the school officials will discuss the details of the alleged violation, and the ensuing consequences. The student shall have an opportunity to present information related to the incident. A student who "self-reports" will have an impact on consequences.
- 2) Parents of the student shall also be notified of the violation and consequences. School officials will summarize the details related to the incident and then advise the student and parents of the action that will be taken.
- 3) The student and parents shall be afforded full opportunity to make any statements or request explanations related to the incident.
- 4) The building principal shall issue a consequence.
- 5) This decision is final and binding on all parties. Appeals to the decision remain at the building administrative level.

After confirmation of the violation, in addition to established state statutes and local school policies, the student shall be required to receive support from a school approved drug/alcohol/tobacco support program and may be suspended from all school activities for a specified number of school calendar days starting from the date of the confirmation. Students involved in a school-sponsored activity will be required to attend and participate in all practice sessions during the time of suspension. They may also be required to attend, but not participate, at a scheduled performance/event.

Consequences

Consequences for drug, alcohol, and tobacco violations are as follows:

First Violation – A five (5) day or less suspension from school activities. In addition, the student will be required to attend and complete an educational program endorsed by the school;

GRAND ISLAND PUBLIC SCHOOLS

Second Violation – A seven (7) day or less suspension from school activities. In addition, the student will be required to show evidence that they have received counseling from a professional outside of the school (i.e. Central Nebraska Council on Alcohol and Addictions, drug and alcohol counselor, psychiatrist, psychologist, etc.). The school may require the student to participate in a drug/alcohol evaluation before they can participate in an activity;

Third Violation – Fourteen (14) day or less suspension from school activities and the student will be required to complete a professional evaluation and program for chemical dependency. Verification of completion of the chemical dependency treatment program must be provided in writing by the director or counselor of the chemical dependency program prior to reinstatement of the student.

1111 EQUITY IN GRAND ISLAND PUBLIC SCHOOLS

Equity Value Statement

In the Grand Island Public Schools, equity is providing each individual what they need, when they need it, in an inclusive and anti-discriminatory environment.

Educational Equity Defined

“Educational equity means that all students have access to the educational resources they need at the right moment, at the right level, and with the right intensity, to not only reach high expectations for learning, but also to discover and explore their passions and make meaningful connections within the context of their postsecondary interests. Equity requires that these opportunities and outcomes exist across race, gender, ethnicity, language, disability, sexual orientation, family background, adverse events, and/or family income. Equity efforts will ensure that all students are known, heard, and supported while having access to the opportunities and resources needed to be ready for success in their post-secondary learning experiences, careers, and civic lives.” Nebraska Department of Education, *Commitments for Equity in Education 2018-2019*

GIPS Equity Commitments

We are committed to identifying, disrupting, and addressing our individual and district-wide biases so all students, staff and families are known, heard, connected, valued and supported. All stakeholders accept responsibility and hold themselves and each other accountable to cultivate an equitable district, free of racism and discrimination to ensure “Every Student, Every Day, A Success.”

We advocate for equity through:

- **Access and Inclusion For All**
 - GIPS is committed to equitable access, treatment, and outcomes for all students and staff regardless of the dimensions of culture (e.g. race, gender, ethnicity, language, disability, sexual orientation, family background, adverse events, and/or family income). School, home, and community partnerships foster meaningful engagement to ensure access and inclusion to all. Policies and practices will be identified, addressed, and monitored for inequities, racism and discrimination at the classroom, school, and district level.
- **Positive Relationships and Interactions**
 - GIPS is committed to a meaningful culturally inclusive environment characterized by acceptance, respect, support, safety, and a sense of belonging for all stakeholders. Individuals are empowered with the skills, expertise, and a safe space to advocate and commit to eliminating injustice and inequity. Evidence of positive relationships and intercultural competence will be identified, addressed, and monitored at the classroom, school, and district level.
- **Maximizing Individual Potential**
 - GIPS is committed to providing personalized educational experiences to meet individual needs of students, staff, and families that will lead to success. We celebrate the strengths and assets of every student to create meaningful and relevant opportunities to eliminate gaps. Students develop self-advocacy and use their voice for positive change. Academic achievement and other student outcome data will be analyzed and monitored at the classroom, school, and district level.
- **Intentional Distribution of Resources**
 - GIPS is committed to the equitable use of funds, staff, and other resources. Based on student need and district priorities, the allocation of resources will be monitored and adjusted at the classroom, school, and district level.

The Board holds itself and all district and school site decision makers, faculty, support staff, students, parents, and community partners accountable for building a district-wide culture of equity. The Board directs the Superintendent to implement the GIPS Equity Plan with clear and measurable accountability standards and procedures that can be assessed and reported transparently to the public. The Grand Island Public Schools Equity Plan has been approved by the Board and its

GRAND ISLAND PUBLIC SCHOOLS

subsequent implementation by all departments and school sites will be reviewed by the Board at least semi-annually.

Policy Adopted: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

RESOLUTION #20200611_02

A RESOLUTION TO TRULY COMMIT GIPS TO ELIMINATING RACIAL INJUSTICE WHEREVER IT EXISTS IN OUR DISTRICT WHILE CONTINUING TO PRIORITIZE EQUITY IN ALL ASPECTS OF OUR ACTIONS.

Whereas Grand Island Public School's mission of Every Student, Every Day, A Success - and its embedded student commitments - states we are working for EVERY student without exception;

and

Whereas GIPS has formally adopted a strategic plan with equity embedded throughout all objectives and student success measures, including one objective entirely devoted to equity;

and

Whereas GIPS believes education is the great equalizer for all students - of all races, from all socio-economic levels, from all cultural backgrounds and with all kinds of challenges - and because of this we are dedicated to eliminating racial injustice at all levels and in all areas of our district;

and

Whereas GIPS is dedicated to providing early learning experiences for all children, including the most vulnerable children in our community, because we know early childhood education can make the largest long-term impact on all students' education and life-long career success;

and

Whereas GIPS has invested in elementary education, both in and out of the classroom, to provide learning for all students, particularly those without access to before and after school learning opportunities, so as to offer enriching activities to all children;

and

Whereas GIPS helps middle school students and families acquire early awareness of post-secondary potential, with the assistance of our GEAR UP PROMISE program, to create highly effective learners motivated to graduate from high school and achieve success in college and career;

and

Whereas GIPS has launched the Academies of Grand Island Senior High to create small learning communities based on student interest where they are seen, supported and connected; creating a level playing field by giving students of all walks the same chance to earn scholarships, internships, apprenticeships and other college and career readiness experiences;

and

Whereas GIPS recognizes the value of training our staff on culturally responsive teaching practices and have implemented initiatives to diversify our staff, such as the PathBack Program to encourage our students to come back to GIPS to teach when they finish college;

and

Whereas GIPS, this past year, began the task of conducting empathy interviews with students, staff and community members to gain a better understanding of the unique perspective of different races in order to make better decisions from a district level on equity;

Therefore, we as a united Board of Education

Resolve to rededicate ourselves to the actions outlined above for Every Student, Every Day, A Success because we know they are the best defense we can provide our children against the racial injustice they face;

GRAND ISLAND PUBLIC SCHOOLS

and

Reinforce our belief ALL students can learn and deserve equitable access to high-quality learning experiences;

and

Recognize, even as we acknowledge all of these things, we must do more to address our individual and district-wide biases, to truly commit GIPS to anti-racism and eliminating racial injustice wherever it exists in our district while continuing to prioritize equity in all aspects of our actions.

Adopted by the Board of Education of Grand Island Public Schools, Grand Island, Nebraska, on the 11th day of June, 2020.

Bonnie Hinkle, President
Dan Brosz, Vice President
Heidi Schutz
Terry Brown
Carlos Barcenas
Kelly Enck
Erika Wolfe
Julie Gortemaker
Lisa Albers

7850 ANIMALS IN THE SCHOOL

Animals may be brought into the classroom for educational purposes. Animals must be properly housed, humanely cared for, and properly handled. Persons bringing animals into the school should receive prior permission from the supervising teacher.

1. Teachers are to check with the school nurse regarding any known allergies existing among students in the classroom, prior to granting permission. If allergies exist, parents must be contacted for further direction.
2. Teachers must assume primary responsibility for the humane proper treatment of any animal in the classroom.
3. Only the teacher or students designated by the teacher are to handle the animals.
4. If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for their care and safety.
5. Teachers with questions regarding proper care, feeding, and handling of animals should contact the science resource teacher or science department head.
6. Animals are not to be transported in school vehicles.
7. If a staff member or student has been bitten by an animal or skin has been pierced, the incident must be reported immediately to the school office by the supervising adult. Principals are to assume responsibility to notify proper authorities and to impound the animal for observation. Public health authorities will determine their appropriate term of confinement of the animal and method of observation.

Cross reference: 9510 SERVICE ANIMALS

Policy Adopted 3-5-84

Policy Reviewed: 10.13.2011

Policy Reviewed: ???.???.??

8320 COMPULSORY ATTENDANCE ~~AGES~~

Any child who will reach six years of age prior to January 1 of the current year and who has not reached eighteen years of age shall meet the requirements of mandatory school attendance. ~~Any such child shall attend the academic program on a regular basis, unless a written request to drop the child from the school rolls is made by the parent, guardian, or other person having charge, control, or custody of the child.~~ Any child of mandatory attendance age must by law regularly attend a public, private, non-denominational, parochial school, or a combination of such schools not less than the entire school term of the school(s) that the child attends.

Minimum Age

~~A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the child is seeking admission begins. The Grand Island Public Schools may admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through a recognized assessment procedure approved by the School Board that the child is capable of carrying the work of kindergarten. The parents or legal guardian shall furnish proof of birth, physical and visual evaluation, and immunizations at the time of entry.~~

Exceptions for Younger Students

It is the policy of the Grand Island Public Schools to allow the parent/guardian of any child to request discontinuation of enrollment in the Grand Island Public Schools for the following reasons:

- ~~a) child has reached the age of sixteen years and such child's parent or guardian has signed a notarized release discontinuing the enrollment of the child on a form provided by the school;~~
- (1) child will reach six years of age prior to January 1 of the then-current school year, but will not reach seven years of age prior to January 1 of such school year, parent or guardian has signed an affidavit stating that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year, and such affidavit (8320.1) has been filed by the parents or guardian with the school district in which the child resides; or
- (2) child will reach six years of age prior to January 1 of the then-current school year but has not reached seven years of age prior to January 1 and the child will participate in a non-accredited or approved private, denominational, or parochial school pursuant to NE Rev Stat 79-1601

Guidelines for parents/guardians:

1. The student's parent(s) or legal guardian shall submit a completed and accurate application form prescribed by the district for discontinuation of enrollment (8320.1).
2. The application shall be accompanied by a copy of the student's birth certificate issued by the state in which the child was born or other reliable proof of the child's identity and age (i.e., naturalization or immigration documents showing date of birth or official hospital birth records).
3. The district will provide written notification to the parent(s) or legal guardian of the student, stating whether the application has been accepted or rejected. If the application is rejected, the rejection notice will state the reason(s) for the rejection.
4. The district shall inform the student's parent(s) or legal guardian of the student's right to re-enroll at any time in the school, if qualified under law.

Exceptions for Older Students

Attendance is also not mandatory for a child who:

- (1) has obtained a high school diploma by meeting statutory graduation requirements;

GRAND ISLAND PUBLIC SCHOOLS

(2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or

(3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools)

A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

Early Withdrawal for Student Enrolled in Accredited or Approved Schools

Application for Early Withdrawal

A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed (8320.2)

Exit Interview

The process is initiated by a person who has legal or actual charge or control of the child submitting an application for Early Withdrawal (8320.2). Upon submission of the form the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Grand Island Public Schools or resides in the Grand Island Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- The person who has legal or actual charge or control of the child who requested the exit interview;
- The Superintendent or Superintendent's designee;
- The child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- Financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- An illness of the child making attendance impossible or impracticable

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal from provided by the Nebraska Department of Education agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form

The NDE Withdrawal Form signed by the person making the written request shall be valid only if:

GRAND ISLAND PUBLIC SCHOOLS

- The child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- The Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child is experiencing either (1) financial hardship, or (2) an illness making attendance impossible or impracticable.

~~This does not apply to a child who has obtained a high school diploma or received a General Equivalency Diploma, completed the program of instruction offered by a non-accredited or non-approved school, has reached the age of 18, or who is at least 16 years old and whose parent or guardian has signed a notarized release discontinuing the enrollment of the child.~~

~~Excusal from the "full-time" requirement of the compulsory education law can be granted by the superintendent, or designee, for a child between 14 and 16 years of age having completed the work of the eighth grade when legal employment due to necessity has been obtained by the student and such a request has been made by a parent/guardian.~~

Discontinuation of Enrollment

~~The parent/guardian of any child may request discontinuation of enrollment in the Grand Island Public Schools for the following reasons:~~

- ~~b) child has reached the age of sixteen years and such child's parent or guardian has signed a notarized release discontinuing the enrollment of the child on a form provided by the school;~~
- ~~c) (1) child will reach six years of age prior to January 1 of the then-current school year, but will not reach seven years of age prior to January 1 of such school year, (2) parent or guardian has signed an affidavit stating that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year, and (3) such affidavit has been filed by the parents or guardian with the school district in which the child resides~~
- ~~d) (1) child will reach six years of age prior to January 1 of the then-current school year but has not reached seven years of age prior to January 1 and the child will participate in a non-accredited or approved private, denominational, or parochial school pursuant to NE Rev Stat 79-1601~~

~~Policy 8320.1 Guidelines for Discontinuation of Enrollment~~

Minimum Age

~~A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the child is seeking admission begins. The Grand Island Public Schools may admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through a recognized assessment procedure approved by the School Board that the child is capable of carrying the work of~~

GRAND ISLAND PUBLIC SCHOOLS

~~kindergarten. The parents or legal guardian shall furnish proof of birth, physical and visual evaluation, and immunizations at the time of entry.~~

Legal Reference: Neb. Statute 79-201 and 79-209

Policy Reference: 8310 STUDENT ATTENDANCE ABSENCES EXCUSED
8312 EXCESSIVE ABSENTEEISM

Policy Adopted - November 3, 1980

Policy Revised: 10-7-96

Policy Revised 10-14-04

Policy Revised: 11.15.2010

Policy Revised: 01-12-12

Policy Revised: ???.??.??

8320.1–Guidelines for Discontinuation of Enrollment

8320.1-Affidavit for Discontinuation of Enrollment Form

Student's Name _____ Date of Birth _____

Address _____

Grade Level _____

Parent or Guardian _____

I hereby request that my child's enrollment in the Grand Island Public Schools be discontinued for the following reason:

~~_____ My child has reached the age of sixteen years and such child's parent or guardian has signed a notarized release discontinuing the enrollment of the child on a form provided by the school.~~

_____ My child will reach six years of age prior to January 1 of the then-current school year, but will not reach seven years of age prior to January 1 of such school year, ~~(2)~~ parent or guardian has signed an affidavit stating that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year, and ~~(3)~~ such affidavit has been filed by the parents or guardian with the school district in which the child resides.

_____ My child will reach six years of age prior to January 1 of the then-current school year but will not reach seven years of age prior to January 1 and the child will participate in a non-accredited or approved private, denominational, or parochial school pursuant to NE Rev Stat 79-1601.

Name of attending school:

I certify that I am the parent, guardian, or person with the legal or actual charge or control of the above-named student. I further certify that to the best of my knowledge, the attached birth certificate or other attached documentation verifying my child's age is an accurate, correct, and unaltered copy.

GRAND ISLAND PUBLIC SCHOOLS

Parent(s) or Guardian's Signature

Date

SUBSCRIBED AND SWORN to before me this _____ day of

_____, _____.

Notary Public

9211 District Annual Report

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the Grand Island Public Schools by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Policy Adopted: ???.???.??



Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Grand Island Public Schools
Memorial Stadium Additions &
Renovations
Grand Island, NE

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 10

Date: November 12, 2018

Date: July 28, 2020

OWNER: *(Name and address)*
Grand Island Public Schools
P.O. Box 4904
Grand Island, NE 68802-4904

ARCHITECT: *(Name and address)*
CMBA Architects
208 N. Pine St., Suite 301
Grand Island, NE 68801

CONTRACTOR: *(Name and address)*
Hausmann Construction, Inc.
8885 Executive Woods Drive
Lincoln, NE 68512

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item 1: CR046: AHU-3 motorized damper	ADD \$ 881.29
Item 2: CR047: Concessions 504 electrical rough-in	ADD \$ 5,270.51
Item 3: CR048: Epoxy anchors for seating in east stadium existing	ADD \$ 4,341.74
Item 4: CR052: East alternate wing wall elevations	DEDUCT (\$ 1,545.00)
Item 5: CR054: Track asphalt work	ADD \$474,602.45
Item 6: CR058: East stadium condensing unit	ADD \$ 3,642.08
Item 7: CR061: Mens 508 access panel	ADD \$ 833.38
Item 8: CR062: RFP 032 - Field Turf Patching	ADD \$ 2,797.48

TOTAL ADD THIS CHANGE ORDER \$490,823.93

The original Contract Sum was	\$ 14,012,100.00
The net change by previously authorized Change Orders	\$ 1,308,667.62
The Contract Sum prior to this Change Order was	\$ 15,320,767.62
The Contract Sum will be increased by this Change Order in the amount of	\$ 490,823.93
The new Contract Sum including this Change Order will be	\$ 15,811,591.55

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be August 20, 2020.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CMBA Architects

ARCHITECT *(Firm name)*

Hausmann Construction Inc.

CONTRACTOR *(Firm name)*

Grand Island Public Schools

OWNER *(Firm name)*



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Grand Island Public Schools
 Memorial Stadium Additions &
 Renovations
 Grand Island, NE

CONTRACT INFORMATION:
 Contract For: General Construction

CHANGE ORDER INFORMATION:
 Change Order Number: 9

Date: November 12, 2018

Date: June 15, 2020

OWNER: *(Name and address)*
 Grand Island Public Schools
 P.O. Box 4904
 Grand Island, NE 68802-4904

ARCHITECT: *(Name and address)*
 CMBA Architects
 208 N. Pine St., Suite 301
 Grand Island, NE 68801

CONTRACTOR: *(Name and address)*
 Hausmann Construction, Inc.
 8885 Executive Woods Drive
 Lincoln, NE 68512

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item 1: CR002: Sand fill at sanitary line.	ADD \$ 7,037.88
Item 2: CR026: East Stadium treads/risers.	ADD \$ 5,826.99
Item 3: CR041: Alternate #1 electrical changes to doors.	ADD \$ 2,316.02
Item 4: CR043: Eliminate paint.	DEDUCT (\$ 3,500.00)
Item 5: CR050: Fluid applied flooring at West Stadium in polished concrete areas.	ADD \$ 9,693.83
Item 6: CR051: Storage 129 fire rated access door.	ADD \$ 476.70

TOTAL ADD THIS CHANGE ORDER \$21,851.42

The original Contract Sum was	\$ 14,012,100.00
The net change by previously authorized Change Orders	\$ 1,286,816.20
The Contract Sum prior to this Change Order was	\$ 15,298,916.20
The Contract Sum will be increased by this Change Order in the amount of	\$ 21,851.42
The new Contract Sum including this Change Order will be	\$ 15,320,767.62

The Contract Time will be increased by Thirteen (13) days.
 The new date of Substantial Completion will be August 20, 2020.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CMBA Architects
ARCHITECT *(Firm name)*

Hausmann Construction Inc.
CONTRACTOR *(Firm name)*

Grand Island Public Schools
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

James R. Brisnehan
PRINTED NAME AND TITLE

Matt Schendt
PRINTED NAME AND TITLE

Dan O. Petsch
PRINTED NAME AND TITLE

DATE

DATE

DATE

6/15/2020

6-19-2020

Kneale Administration Building

Jennifer Worthington

Chief of Strategic Partnerships and Stakeholder Engagement



**Board of Education Grant Report
August 2020**

Grants Pending

None

Grants Approved

Central Platte NRD - \$2,000

This grant will allow for replacement of missing tree canopy on Grand Island Avenue.

Nebraska Children and Families Foundation - \$155,000

This grant supports JumpStart 6, Thriving Minds, and ELO Network for Makerspace.

Grants Denied

None



Students who thrive.

AP Scholar with Distinction



Samuel Aguilera Robled

AP 4 or 5 Score



Wilber Aguilar

AP Scholar



Kendall Bartling

AP 4 or 5 Score



Emaline
Bockoven

AP Scholar with Distinction



Erin Brockmeier

AP 4 or 5 Score



Bailey Brooks

AP Scholar



Genevieve
Czaplewski

AP 4 or 5 Score



Brooke Ehlers

AP Scholar



Carly Gartner

AP Scholar with Distinction



Raymond Hanson

AP Scholar



Cullin Havel

AP Scholar



Shelby Hees

GIPS2020VISION

Students who thrive.

AP Scholar with Distinction



Benjamin
Hubbard

AP Scholar



Jake Inthavongsa

GIPS2020VISION

Students who thrive.

National AP Scholar
AP Scholar with Distinction



Grace Johnson

GIPS2020VISION

Students who thrive.

AP Scholar



William Johnson

GIPS2020VISION

Students who thrive.

AP



Jaden
Jurgensmier

GIPS2020VISION

*Students who **thrive.***

AP



Ayden Kenkel

GIPS2020VISION

*Students who **thrive.***

AP



Kael Kingery

GIPS2020VISION

*Students who **thrive.***

AP Scholar



Grant Kohles

GIPS2020VISION

*Students who **thrive.***

National AP Scholar
AP Scholar with Distinction



Jacob Kosmicki

GIPS2020VISION

Students who thrive.

AP Scholar



Madison Lane

GIPS2020VISION

*Students who **thrive.***

AP



Sage McCallum

GIPS2020VISION

*Students who **thrive.***

AP Scholar



Alexander Miller

GIPS2020VISION

Students who thrive.

AP



Lilian Miller

GIPS2020VISION

Students who thrive.

AP



German
Murcia-Martinez

GIPS2020VISION

Students who thrive.

AP Scholar



Julia Myers

GIPS2020VISION

*Students who **thrive.***

AP Scholar



Jacqueline Osborne

GIPS2020VISION

*Students who **thrive.***

AP Scholar



Lilly Reed

GIPS2020VISION

Students who thrive.

AP Scholar



Daniel Rendon

GIPS2020VISION

Students who thrive.

AP Scholar



Edwin Salas

GIPS2020VISION

Students who thrive.

AP



Jackson Sikes

GIPS2020VISION

Students who thrive.

AP



Jerome Silva

GIPS2020VISION

Students who thrive.

AP



Jacob Staab

GIPS2020VISION

*Students who **thrive.***

AP Scholar



Elise Vahle

GIPS2020VISION

Students who thrive.

AP Scholar with Honor



Stacy Wells

GIPS2020VISION

Students who thrive.

AP Scholar



Cassandra Wing

GIPS2020VISION

Students who thrive.

AP Scholar with Honor



Jaime Zamarripa

GIPS2020VISION

Students who thrive.

Congratulations!

GIPS2020VISION



SEEING IS
BELIEVING

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: GIPS CBRS LTE Network

Submitted By: Cory Gearhart

Date: 8/13/20

1. What is the identified need?

Students in both Virtual School and traditional in person classes have limited access to reliable Internet.

2. Administrative Rationale for BOE Agenda Item

To bridge the homework gap and support reliable Internet access for our students GIPS has determined building our own LTE network would provide the best return on investment and utilization.

3. Proposed Action

Approve the purchase of Services and equipment provided by Red Rover Ltd. in the amount of 54,674.21.

4. Data/Research Assessed

Student demand during remote learning at the conclusion of the 2019-2020 school year.

5. Stakeholder Group(s) Involved

Information Technology Department, L4L Department, Parents and Students

6. Summary

Approval of this recommendation will facilitate the construction, implementation, and deployment of a CBRS LTE network capable of serving nearly 300 students from a single cell location of Howard Elem.

7. Fiscal Impact

Amount: \$54674.21

Source: General Fund /CARES Act

Details: Approximately 22 months ROI based on 65 student households served.

8. Person(s) Responsible for Implementation

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Monitor reduced number of Cellular Jetpacks needed for students. Monitor use and available with network monitoring equipment..

Timeline: December, 2020.

▲ Follow-Up

F/U with: Cabinet Board Board Committee:
 Personnel _____

Actions:

Timeline: 1 month 3 months 6 months annually N/A

Quote



Red Rover Ltd
 748 South Meadows Parkway, Suite A9-52
 Reno, NV 89511

Quote Numb 07.17.2020 LTE System

Bill To:

Customer Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State ZIP: Grand Island, NE 68802
Country: USA
Contact Phone: 308-385-5900
Contact Email: cgearhart@gips.org

Ship To:

Company Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State, Zip Grand Island, NE 68802
Country: USA
Contact Phone: 308-385-5900
Contact Email: cgearhart@gips.org

End User Details:

Company Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State, Zip Grand Island, NE 68802
Country: USA
Contact Phone:

Terms	Ship Method	Incoterms	Created By	Quote Valid Till
N30	Fed Ex GND	FCA Origin	Name: Steve Rovarino Date: 7/14/20	8/13/20

Item	Model No.	Description	List Unit Price	Qty	List Extended Price
Core LTE Equipment					
1	MBS31001	Outdoor Base Station- LTE Release 13, 1 Watt (30 dBm), 4 Port, 3.5 GHz, Band 42/43/48 1W Single Carrier with HaloB included. Additional optional licenses are sold separately as LICENSE-436Q-CA for Carrier Aggregation or LICENSE-436Q-DC for Single Carrier upgrade to Dual Carrier.	\$ 4,449.00	4	\$ 17,796.00
2	MT-404067/ND	3.5GHz (3.3-3.8) Antenna, Base Station, 65 degree, 17dBi, Dual Slant, N-Type Female, Mounting Kit Included	\$ 437.50	4	\$ 1,750.00
3	ALPU-F140	Transtector, ALPU Fit, Data Line Surge Arrestor, Hybrid Gas Discharge Tube and Silicon Avalanche Diode, IP-65, Designed to support GbE, PoE+ and PoE++ protocols	\$ 85.00	4	\$ 340.00
4	NMBNMBL12-35-060FFP	RFS 6ft NM to NM Low PIM Jumper Cable	\$ 80.00	8	\$ 640.00
5	HaloB	Local EPC Feature Key, QTY 1, 1per eNb needed	\$ 249.99	4	\$ 999.96
6	LICENSE-436Q-CA	License Upgrade from Single Carrier to Carrier Aggregation (eNB serial number required)	\$ 1,300.00	4	\$ 5,200.00
			Total:		\$ 26,725.96
Bulk Installation Materials					
7	WC-BAICELLS-PWRCBL-14AWG-300	Outdoor Shielded DC Power Cable - 14AWG, 300 ft, power connector not included (it is included with the base station)	\$ 431.27	1	\$ 431.27
8	CON-RJ45-C5-100	Shireen CAT5e RJ45 Smart Feed Shielded Connector - 100 Unit Pack1	\$ 55.00	1	\$ 55.00
9	DC-1042	Shireen Outdoor Shielded Dry Gel Tape CAT5e FTP Cable - 1000 Ft	\$ 199.00	1	\$ 199.00
			Total:		\$ 685.27
Resident Devices - CPEs					
10	EG2013B-M11	Atom ID06 3.5GHz 6dBi, Indoor CPE - CAT 6/7, 2T4R, GDM7243QT, 1GE, 1POTS, 12VDC 1.5A 6 dBi antenna, Band 42/43/48	\$ 156.00	65	\$ 10,140.00
11	EG7035L-M2	Outdoor CPE - CAT 6 3.5GHz 2T4R, 19.5 dBi antenna, Band 42/43/48	\$ 159.99	65	\$ 10,399.35
12	Wifi Router for item 11	WiFi Router EP3011, IEEE 802.11b/g/n/ac WIFI, 2.4GHz, 5G dual-bands with POE	\$ 58.00	10	\$ 580.00
13	BAICELLS-SIMCARD-100	SIM Card, 100-Pack - 1 Required per CPE	\$ 599.99	2	\$ 1,199.98
			Total:		\$ 22,319.33
Remote Services - Red Rover Ltd					

14	Red Rover Commissioning	Remote setup of Radios, and SAS CPI data input	\$	1,500.00	1	\$	1,500.00
				Total:		\$	1,500.00
				Grand total Cost		\$	51,230.56
Other Cost paid directly by the District. For reference only							
1	Google SAS Private LTE	Priced per radio per year. Hemet School District pays directly with Google	\$	160.00	4	\$	640.00
2	Cloudcore Network Management Sys	Baicells Cloudcore. \$1/month/device. Annual cost Hemet School District pays directly with Baicells	\$	15.00	12	\$	180.00
				Total:		\$	820.00
Estimates - Shipping/Taxes							
1	Shipping	Shipping- Estimated Ground	\$	525.00	1	\$	525.00
2	Tarriff/Duty	China importation tariff @ 7.5%	\$	2,918.65	1	\$	2,918.65
				Total:		\$	3,443.65
Special Instructions:							
Revision: 1.0 1/30/12							

TERMS AND CONDITIONS OF PURCHASE
Red Rover Ltd.

- PRICES.** All prices are F.O.B. Red Rover Ltd's facility in Reno, NV. Prices do not include installation. Installation can be quoted separately and based on an agreed Statement of Work (SOW). Quotes are only valid for 30 days.
- ACCURACY OF QUOTE:** The accuracy of a Sales Quote from Red Rover Ltd is dependent largely upon factors at Customer's site and the particulars of the Customer's specific network and hardware configuration. Red Rover does not warrant the accuracy of its quotes in terms of configuration, cabling, porting, and other details specific to Customer's Network. Pricing may differ based upon configuration at the installation site. Service pricing may change based upon changes in configuration or site location.
- SHIPMENT:** All items are shipped via ground shipping to destination unless otherwise specified in writing. Payment is due upon shipment. Unless otherwise specified by Red Rover Ltd, invoiced amounts will be due 30 days after the date of the invoice. Pricing is exclusive of, and Customer agrees to pay, any applicable federal, state, local or foreign sales or use taxes, tariffs, customs, duties, and other Governmental charges, and shipping charges. Payments must be made in immediately available U.S. Dollars, without deduction or offset. Any amounts not paid by the due date will be subject to a finance charge at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law.
- SHIPPING.** All orders are F.O.B. Red Rover Ltd's facility in Reno, NV. Or drop shipped from the Distributor to the customer as determined in advance and in writing on the Quote. Shipping cost to Buyer's location is not included. Unless otherwise specified, Red Rover Ltd will ship via "best method" based on cost and transit time. If the Buyer prefers to ship via other methods, detailed shipping instructions should be included on the purchase order.
- TITLE TO GOODS.** Title to and risk of loss for the goods shall pass to Buyer upon shipment from Red Rover Ltd's facility in Reno, NV.
- DELAYS IN DELIVERY.** Red Rover Ltd will not be liable for damages for delays or non-performance by reason of strikes, government interference or regulation, riots, act of God, war, or other force majeure.
- Subject to Red Rover Ltd's written approval, Customer may cancel an order or any part of an order for standard products at any time prior to thirty (30) days before shipment when shipment is not delayed. This cancellation right is subject to a restocking fee of fifteen percent (15%) of the product price.
- DESIGN CHANGES.** Red Rover Ltd reserves the right to change designs and features without prior notification.
- RETURNED GOODS or CANCELLED/MODIFIED ORDERS.** All cancelled or modified orders must be communicated in writing. Any changes or cancellation prior to the shipment of the goods will not be subject to any restocking fees except for a forfeit of 20% of any deposits, unless otherwise specified in writing by Buyer and Red Rover Ltd. Orders modified or cancelled after shipment will be subject to a restocking fee of 20% of the total purchase price and any outstanding shipping charges. All returned goods must be accompanied with a Returned Material Authorization (RMA) number. Contact Red Rover Ltd Technical Support for an RMA number. RMA numbers are only valid for 30 days after issuance.
- LIENS.** Red Rover Ltd agrees to deliver to Buyer the goods covered by this order free and clear of all liens, claims, and encumbrances.
- THIRD PARTY PRODUCT.** Products sold to Customer by Red Rover that is the branded product of a third party ("third party products"), regardless of whether it is identified as Third Party Product on the sales quote issued by Vendor, shall be warranted directly to Customer by the third party. Red Rover makes no representations or warranties regarding third party products, and shall have no ongoing obligations to Customer for support or maintenance of Third Party Products unless expressly in writing.
- LIMITED WARRANTY.** Red Rover Ltd hereby assigns to Buyer all warranties provided by the manufacturers of all components of the Product(s). RED ROVER LTD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO COMPONENTS MANUFACTURED BY OTHERS, AND BUYER ACCEPTS THOSE COMPONENTS "AS IS" AND "WITH ALL FAULTS" AND AGREES THAT ITS SOLE REMEDY FOR ANY DEFECT THEREIN SHALL BE TO PURSUE ANY AVAILABLE WARRANTY CLAIM AGAINST THE MANUFACTURER THEREOF. RED ROVER
- CONSEQUENTIAL DAMAGES.** In no event shall either party be liable for consequential damages.
- JURISDICTION.** This Agreement shall be governed by the laws of, and all actions hereunder shall be brought in, the state of Nevada and venue shall be in the County of Washoe.
- ATTORNEY'S FEES.** In the event a party must retain an attorney to enforce this Agreement, or in the event of litigation which arises as a result of any controversy, dispute, breach or construction of this Agreement, the prevailing party shall be entitled to recover, from the other party, all costs, expenses and reasonable attorney's fees incurred in connection with the enforcement efforts or litigation.

Grand Island Public Schools
 Transportation Routes
 Fiscal Year 2020 - 2021

Description	FY19-20 Rate @101.5% of FY18-19 Per Day	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount	Driver's Increase Percentage	Driver's Increase Amount	Driver's Increase Amount Per Day
Elementary	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Barr AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,306.08	\$7,891.09	\$71,019.83	\$5,286.25	\$7,891.09	0.05286249	\$2,851.40	\$16.58
Middle - Walnut AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
Middle - Walnut AM/PM (Double Route in 2019-2020)	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,306.08	\$7,891.09	\$71,019.83	\$5,286.25	\$7,891.09	0.05286249	\$2,851.40	\$16.58
Middle - Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Westridge #1	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Westridge #2 AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
GISH/Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
GISH/Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
GISH AM/PM (New in 2018-2019)	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.00	\$4,860.34	\$43,743.05	\$3,255.95	\$4,860.34	0.032559452	\$1,756.26	\$10.21
Skills Academy AM/PM	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
LEP Route - New Comers #1	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #2	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #3	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #4	\$250.93	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$43,160.21	\$4,463.36	\$40,170.20	\$2,990.01	\$4,463.36	0.029900055	\$1,612.81	\$9.38
GISH, Barr, Walnut Shuttle	\$281.29	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$48,381.45	\$5,003.30	\$45,029.73	\$3,351.72	\$5,003.30	0.033517168	\$1,807.92	\$10.51
CPI AM-Noon-PM	\$348.79	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$59,992.35	\$6,204.03	\$55,836.26	\$4,156.08	\$6,204.03	0.041560841	\$2,241.79	\$13.03
SPED Daily Route 1	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 2	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 3	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 4	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 5	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 6	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 7	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
SPED Daily Route 8	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
SPED Daily Route 9	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
														FY19-20 Total	\$1,443,482.53	\$149,275.84	\$1,343,482.53	\$100,000.00	\$149,275.84		\$53,940.00	
														Less: Advance 08-01-2019	(\$100,000.00)							
														Net Balance Due (Pd over 9 months)	\$1,343,482.53		\$0.00		\$1,343,482.53			
														Monthly Amount (Sept - May)	\$149,275.84				\$100,000.00			
																			\$1,443,482.53			
														Per Day Rate	\$8,392.34				\$53,940			
Elementary Jefferson Shuttle	\$206.05	0	0	0	0	0	0	0	0	0	0	0	0	01.2.01160.000.400.519.00811	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Elementary Jefferson Shuttle	\$206.05	0	0	0	0	0	0	0	0	0	0	0	0	01.2.01160.000.400.519.00811	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														SPED	01.2.02792.000.000.000.00000	\$446,022.45						

Grand Island Public Schools
 Transportation Routes
 Fiscal Year 2020 - 2021

Route	Description	FY20-21 Rate @101.5% of FY19-20 Per Day *	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_Barr1	Middle - Barr AM/PM	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.72	\$8,287.94	\$74,591.47	\$5,286.25	\$8,287.94
M_Wal1	Middle - Walnut AM/PM	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.72	\$8,287.94	\$74,591.47	\$5,286.25	\$8,287.94
M_Wal3	Middle - Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West1	Middle - Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West2	Middle - Westridge #1	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West3	Middle - Westridge #2 AM/PM (Swing route - GISH, Walnut, Elem)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
GISH1	GISH/Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
GISH2	GISH/Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
GISH3	GISH AM/PM (New in 2018-2019)	\$287.71	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,198.88	\$5,104.77	\$45,942.93	\$3,255.95	\$5,104.77
Skills	Skills Academy AM/PM	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
NEW1	LEP Route - New Comers #1	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW2	LEP Route - New Comers #2	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW3	LEP Route - New Comers #3	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW4	LEP Route - New Comers #4	\$264.21	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$45,180.40	\$4,687.82	\$42,190.39	\$2,990.01	\$4,687.82
Shuttle	GISH, Barr, Walnut Shuttle	\$396.18	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$50,646.03	\$5,254.92	\$47,294.31	\$3,351.72	\$5,254.92
Cont2	CPI AM-Noon-PM	\$367.25	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$62,800.40	\$6,516.03	\$58,644.31	\$4,156.08	\$6,516.03
SPED1	SPED Daily Route 1	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED2	SPED Daily Route 2	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED3	SPED Daily Route 3	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED4	SPED Daily Route 4	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED5	SPED Daily Route 5	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED6	SPED Daily Route 6	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED7	SPED Daily Route 7	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
SPED8	SPED Daily Route 8	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
SPED9	SPED Daily Route 9	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.55	\$4,757.87	\$42,820.87	\$3,034.69	\$4,757.87
															FY20-21 Total	\$1,511,047.33	\$156,783.04	\$1,411,047.33	\$100,000.00	\$156,783.04
	NOTE														Less: Advance 08-01-2020		(\$100,000.00)			
	FY19-20 rates were adjusted for a 'drivers increase'.														Net Balance Due (Pd over 9 months)	\$1,411,047.33			monthly \$ * 9	\$1,411,047.33
															Monthly Amount (Sept - May)	\$156,783.04			Advance	\$100,000.00
															Per Day Rate	\$8,836.53			Total	\$1,511,047.33
																			Variance	\$0.00

Grand Island Public Schools

Transportation Routes
Fiscal Year 2020 - 2021

Route	Description	PARA	FY20-21 Rate @101.5% of FY19-20 Per Day *	Per Day Total	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr1	Middle - Barr AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal1	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal3	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_West1	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_West2	Middle - Westridge #1	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr 3	** -Swing route. GISH, Walnut, Elementary	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH1	GISH/Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH2	GISH/Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH3	GISH AM/PM (New in 2018-2019)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
Skills	Skills Academy AM/PM	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW1	LEP Route - New Comers #1	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW2	LEP Route - New Comers #2	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW3	LEP Route - New Comers #3	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW4	LEP Route - New Comers #4	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW5	LEP Route - New Comers #5 (New in 2020-2021)	\$0.00	\$264.00	\$264.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$45,144.00	\$5,016.00	\$45,144.00	\$0.00	\$5,016.00
Shuttle	GISH, Barr, Walnut Shuttle	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
Cont2	CPI AM-Noon-PM	\$0.00	\$0.00	\$0.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPED1	SPED Daily Route 1	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED2	SPED Daily Route 2	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED3	SPED Daily Route 3	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED4	SPED Daily Route 4	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED5	SPED Daily Route 5	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED6	SPED Daily Route 6	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED7	SPED Daily Route 7	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED8	SPED Daily Route 8	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED9	SPED Daily Route 9	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
																	FY20-21 Total	\$1,134,414.00	\$126,046.00	\$1,134,414.00	\$0.00	\$126,046.00
																	Less: Advance 08-01-2020	\$0.00				
																	Net Balance Due (Pd over 9 months)	\$1,134,414.00			monthly \$ * 9	\$1,134,414.00
																	Monthly Amount (Sept - May)	\$126,046.00			Advance	\$0.00
																					Total	\$1,134,414.00
																	Per Day Rate	\$6,634.00			Variance	\$0.00

NOTE

FY19-20 rates were adjusted for a 'drivers increase'.

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Double Bus Routes and Hire Paras to monitor regular routes

Submitted By: Dr. Dexter

Date: July 9, 2020

1. What is the identified need?

As a result of COVID and the need to transport students in need of transportation we need to double regular routes and add para professionals to provide for social distancing

2. Administrative Rationale for BOE Agenda Item

All CARES Act dollars requests are to be submitted to the BOE for prioritizing and approval of funds

3. Proposed Action

Approve request for CARES Act dollars to pay for additional 28 para salaries and 14 double routes

4. Data/Research Assessed

Impact of social distancing on buses to keep students safe

5. Stakeholder Group(s) Involved

Transportation Team: Holiday Travel, Calvin Hubbard, Rod Foley, Lee Jacobsen, Virgil Harden, Dan Petsch, Dr. Grover

6. Summary

In order to follow district guidelines to wear masks and social distance as much as possible we need to add 28 paras and 14 routes to transport students to school - this does not include activity routes

7. Fiscal Impact

Amount: 1,082,800.00

Source: CARES Act

Details: Total for 2020/21 School Year -
COVID-19 Routes - \$529,760.00
(14 Double Routes x 172 days @ \$220.00 per day)

COVID-14 Para's - Big Bus Routes \$313,040.00
(14 Para's @ 6.5 Hours Per Day x 172 Days)

We maybe able to cover this internally:
COVID-19 Para's - Skills/LEP/SPED
\$240,800.00
Skills - 1 Para @ 5 Hours Per Day x 172 Days.
LEP - 4 Para's @ 5 Hours Per Day x 172 Days.
SPED - 9 Para's @ 5 Hours Per Day x 172 Days.

8. Person(s) Responsible for Implementation

Dr. Dexter

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Approve the application for CARES Act Funds

Timeline: Aug 1, 2020 to approve final hires and schedule

▲ Follow-Up

F/U with: Cabinet Board Board Committee: F&F

Actions: Reimagined: support all students needing transportation; Select: number of students needing transportation will decrease; Remote: students will not need transportation

Timeline: 1 month 3 months 6 months annually N/A

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Double Bus Routes and Hire Paras to monitor regular routes

Submitted By: Dr. Dexter

Date: July 9, 2020

1. What is the identified need?

As a result of COVID and the need to transport students in need of transportation we need to double regular routes and add para professionals to provide for social distancing

2. Administrative Rationale for BOE Agenda Item

All CARES Act dollars requests are to be submitted to the BOE for prioritizing and approval of funds

3. Proposed Action

Approve request for CARES Act dollars to pay for additional 28 para salaries and 14 double routes

4. Data/Research Assessed

Impact of social distancing on buses to keep students safe

5. Stakeholder Group(s) Involved

Transportation Team: Holiday Travel, Calvin Hubbard, Rod Foley, Lee Jacobsen, Virgil Harden, Dan Petsch, Dr. Grover

6. Summary

In order to follow district guidelines to wear masks and social distance as much as possible we need to add 28 paras and 14 routes to transport students to school - this does not include activity routes

7. Fiscal Impact

Amount: 1,082,800.00

Source: CARES Act

Details: Total for 2020/21 School Year -
COVID-19 Routes - \$529,760.00
(14 Double Routes x 172 days @ \$220.00 per day)

COVID-14 Para's - Big Bus Routes \$313,040.00
(14 Para's @ 6.5 Hours Per Day x 172 Days)

We maybe able to cover this internally:
COVID-19 Para's - Skills/LEP/SPED
\$240,800.00
Skills - 1 Para @ 5 Hours Per Day x 172 Days.
LEP - 4 Para's @ 5 Hours Per Day x 172 Days.
SPED - 9 Para's @ 5 Hours Per Day x 172 Days.

8. Person(s) Responsible for Implementation

Dr. Dexter

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Approve the application for CARES Act Funds

Timeline: Aug 1, 2020 to approve final hires and schedule

▲ Follow-Up

F/U with: Cabinet Board Board Committee: F&F

Actions: Reimagined: support all students needing transportation; Select: number of students needing transportation will decrease; Remote: students will not need transportation

Timeline: 1 month 3 months 6 months annually N/A

Kneale Administration Building

Kris Spellman

Director of Nutrition Services



July 16, 2020

To: Board of Education
Virgil Harden, Chief Financial Officer
Dr. Robin Dexter

From: Kris Spellman, Director of Child Nutrition

Re: Meal Price Proposal for 2020-2021 School Year

Grand Island Public Schools Nutrition Services Department strives to provide healthy, tasty meals that comply with USDA guidelines to students at a fair price. Below are the proposed meal prices for Grand Island Public Schools for the 2020-2021 school year. Nutrition Services has historically maintained a positive cash balance by incrementally raising meal prices a relatively small amount each year. Since the passage of the Healthy, Hunger Free Kids Act of 2010 the USDA has required that districts work toward "Paid Lunch Equity" meaning that the Free and Reduced price meal reimbursements are not to subsidize paid meals.

The USDA provides a calculation tool to determine the current average weighted price and recommends an amount by which to increase the price, which is not to exceed \$.10 per meal price per year. The proposed price increase for the 20-21 school year is \$0.10 at all levels. This increase ensures that the average meal price (for Elementary, Middle and High School) is at the minimum weighted average price required. Breakfast prices will also be increased by this amount.

The adult meal price will be verified when the USDA releases the reimbursement rate for meals, usually the second week of July. Reduced meal prices will remain the same, as this rate is set by the federal government.

Proposed meal prices for NON CEP Grand Island Public Schools for the 2020-2021 school year are as follows:

	Full Price	Reduced Price	Net Increase
Elementary Breakfast (NON CEP & PROV. 2)	\$2.20	\$.30	\$0.10
Elementary Lunch (NON CEP)	\$2.75	\$.40	\$0.10
Middle School Breakfast (NON PROV 2)	\$2.20	\$.30	\$0.10
Middle School Lunch	\$2.95	\$.40	\$0.10
Senior High Breakfast	N/C	N/C	N/A
Senior High Lunch	\$3.05	\$.40	\$0.10
Adult Breakfast	\$2.50*	n/a	\$0.10
Adult Lunch	\$3.90*	n/a	\$0.10

*Estimated Price; Adult meals are charged at the rate USDA sets for the free reimbursement meal price, which is the amount the USDA calculates as the total cost of the meal. The adult meal prices listed above * may be adjusted when reimbursement information is released by the USDA during the first week of July.

Thank you for your consideration.

123 South Webb Road • Grand Island, NE 68803
308 385-5900 • Fax 308 385-5976 • kspellman@gips.org • www.gips.org

Every Student, Every Day, A Success

6205 TITLE IX SEXUAL HARASSMENT (Staff)

It is the policy of the Grand Island Public Schools (GIPS) 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. GIPS 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 GIPS 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 GIPS 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 individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

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

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

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

Other Title IX Coordinator Duties

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

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

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

Cross Reference: 1310 NONDISCRIMINATION
 1311 BULLYING AND HARASSMENT
 6214 ABUSE OF STUDENTS BY EMPLOYEES
 6215 BULLYING AND HARASSMENT (Staff)
 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND

STUDENTS

6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION

7705 SPECIAL EDUCATION POLICIES

8420 STUDENT DUE PROCESS RIGHTS

8430 STUDENT DRESS CODE

8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES

8450 STUDENT DISCIPLINE

8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT

8454 HAZING

8455 BULLYING AND HARASSMENT

8530 SAFETY AND GENERAL WELFARE

8550 CHILD ABUSE AND NEGLECT

8551 ABUSE OF STUDENTS BY EMPLOYEES

8552 DATING VIOLENCE PREVENTION

Policy Approved: Aug. 13, 2020

6505.1 TITLE IX SEXUAL HARASSMENT DEFINITIONS

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 cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is

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

Response to a Formal Complaint

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

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

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

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

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

Emergency Response Measures

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

Investigation of a Formal Complaint

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

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make

a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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

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

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

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

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

Appeals

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

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

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

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

Informal resolution process

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

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

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

Recordkeeping

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

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

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

Approved Aug. 13, 2020

6205.2 Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment, should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or supervisor of the offending person, the Title IX Coordinator, the Executive Director of Human Resources, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator, the Executive Director of Human Resources, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. **Filing Formal Complaint:** An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Title: Dr. Robin R. Dexter, Associate Superintendent
 Coordinator for Student Complaints and Compliance Coordinator
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: rdexter@gips.org
 Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
 Coordinator for Staff Complaints
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: wstelk@gips.org
 Phone number: 308-385-5900

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions Upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The District also retains the right to remove a respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the

- determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
 - f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient'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, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. **This regulation does not limit or prohibit the District from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.**

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, 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 resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary, written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven years.

6505.2 TITLE IX Reporting Form

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

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

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

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

Name: _____

- The alleged victim is: Reporter’s Child Another Student Another Employee
- Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

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

III. Level of Report:

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

IV. Type of Report:

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

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? Yes No

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

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

Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

- No.
- Yes, please describe:

VII. Other Reports

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

No

Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- 1310 NONDISCRIMINATION
- 1311 BULLYING AND HARASSMENT
- 6214 ABUSE OF STUDENTS BY EMPLOYEES
- 6215 BULLYING AND HARASSMENT (Staff)
- 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
- 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
- 7705 SPECIAL EDUCATION POLICIES
- 8420 STUDENT DUE PROCESS RIGHTS
- 8430 STUDENT DRESS CODE
- 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
- 8450 STUDENT DISCIPLINE
- 8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT
- 8454 HAZING
- 8455 BULLYING AND HARASSMENT
- 8530 SAFETY AND GENERAL WELFARE
- 8550 CHILD ABUSE AND NEGLECT
- 8551 ABUSE OF STUDENTS BY EMPLOYEES
- 8552 DATING VIOLENCE PREVENTION
- Other _____

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

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

Yes

No

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

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

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

- Length of relationship.
- Type of relationship.

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

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

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

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

IX. Recommended Course of Action

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

- No further action at this time. Reason:
- 1310 NONDISCRIMINATION
 - 1311 BULLYING AND HARASSMENT
 - 6214 ABUSE OF STUDENTS BY EMPLOYEES
 - 6215 BULLYING AND HARASSMENT (Staff)
 - 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
 - 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
 - 7705 SPECIAL EDUCATION POLICIES
 - 8420 STUDENT DUE PROCESS RIGHTS
 - 8430 STUDENT DRESS CODE
 - 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
 - 8450 STUDENT DISCIPLINE
 - 8453 STUDENT SUSPENSION EXPULSION AND MANDAORY REASSIGNEMNT
 - 8454 HAZING
 - 8455 BULLYING AND HARASSMENT
 - 8530 SAFETY AND GENERAL WELFARE
 - 8550 CHILD ABUSE AND NEGLECT
 - 8551 ABUSE OF STUDENTS BY EMPLOYEES
 - 8552 DATING VIOLENCE PREVENTION
 - Other _____

X. Title IX Information to Complainant

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

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

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the

filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

Yes No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

Approved Aug. 13, 2020

8505 TITLE IX SEXUAL HARASSMENT (Student)

It is the policy of the Grand Island Public Schools (GIPS) 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. GIPS 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 GIPS 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 GIPS 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 individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent

Coordinator for Student Complaints and Compliance Coordinator

Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68803

Email: rdexter@gips.org

Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management

Coordinator for Staff Complaints

Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68803

Email: wstelk@gips.org

Phone number: 308-385-5900

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

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

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

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

Other Title IX Coordinator Duties

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

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

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

Cross Reference: 1310 NONDISCRIMINATION
 1311 BULLYING AND HARASSMENT
 6214 ABUSE OF STUDENTS BY EMPLOYEES
 6215 BULLYING AND HARASSMENT (Staff)
 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND

STUDENTS

6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION

7705 SPECIAL EDUCATION POLICIES

8420 STUDENT DUE PROCESS RIGHTS

8430 STUDENT DRESS CODE

8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES

8450 STUDENT DISCIPLINE

8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT

8454 HAZING

8455 BULLYING AND HARASSMENT

8530 SAFETY AND GENERAL WELFARE

8550 CHILD ABUSE AND NEGLECT

8551 ABUSE OF STUDENTS BY EMPLOYEES

8552 DATING VIOLENCE PREVENTION

Policy Adopted: 08.13.2020

8505.1 TITLE IX SEXUAL HARASSMENT DEFINITIONS

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 cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is

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

Response to a Formal Complaint

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

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

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

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

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

Emergency Response Measures

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

Investigation of a Formal Complaint

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

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make

a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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

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

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

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

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

Appeals

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

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

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

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

Informal resolution process

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

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

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

Recordkeeping

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

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

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

Approved Aug. 13, 2020

8505.2 Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment, should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or supervisor of the offending person, the Title IX Coordinator, the Executive Director of Human Resources, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator, the Executive Director of Human Resources, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. **Filing Formal Complaint:** An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Title: Dr. Robin R. Dexter, Associate Superintendent
 Coordinator for Student Complaints and Compliance Coordinator
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: rdexter@gips.org
 Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
 Coordinator for Staff Complaints
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: wstelk@gips.org
 Phone number: 308-385-5900

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions Upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The District also retains the right to remove a respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the

- determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
 - f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient'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, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. **This regulation does not limit or prohibit the District from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.**

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, 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 resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary, written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven years.

6505.2 TITLE IX Reporting Form

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

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

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

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

Name: _____

- The alleged victim is: Reporter’s Child Another Student Another Employee
- Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

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

III. Level of Report:

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

IV. Type of Report:

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

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? Yes No

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

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

Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

- No.
- Yes, please describe:

VII. Other Reports

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

No

Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- 1310 NONDISCRIMINATION
- 1311 BULLYING AND HARASSMENT
- 6214 ABUSE OF STUDENTS BY EMPLOYEES
- 6215 BULLYING AND HARASSMENT (Staff)
- 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
- 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
- 7705 SPECIAL EDUCATION POLICIES
- 8420 STUDENT DUE PROCESS RIGHTS
- 8430 STUDENT DRESS CODE
- 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
- 8450 STUDENT DISCIPLINE
- 8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT
- 8454 HAZING
- 8455 BULLYING AND HARASSMENT
- 8530 SAFETY AND GENERAL WELFARE
- 8550 CHILD ABUSE AND NEGLECT
- 8551 ABUSE OF STUDENTS BY EMPLOYEES
- 8552 DATING VIOLENCE PREVENTION
- Other _____

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

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

Yes

No

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

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

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

- Length of relationship.
- Type of relationship.

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

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

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

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

IX. Recommended Course of Action

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

- No further action at this time. Reason:
 - 1310 NONDISCRIMINATION
 - 1311 BULLYING AND HARASSMENT
 - 6214 ABUSE OF STUDENTS BY EMPLOYEES
 - 6215 BULLYING AND HARASSMENT (Staff)
 - 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
 - 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
 - 7705 SPECIAL EDUCATION POLICIES
 - 8420 STUDENT DUE PROCESS RIGHTS
 - 8430 STUDENT DRESS CODE
 - 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
 - 8450 STUDENT DISCIPLINE
 - 8453 STUDENT SUSPENSION EXPULSION AND MANDAORY REASSIGNEMNT
 - 8454 HAZING
 - 8455 BULLYING AND HARASSMENT
 - 8530 SAFETY AND GENERAL WELFARE
 - 8550 CHILD ABUSE AND NEGLECT
 - 8551 ABUSE OF STUDENTS BY EMPLOYEES
 - 8552 DATING VIOLENCE PREVENTION
 - Other _____

X. Title IX Information to Complainant

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

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

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the

filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

Yes No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

Approved Aug. 13, 2020

**EXTRA STANDARD SCHEDULE
2020/2021**

<u>LEVEL</u>	0-1	2-3	4-5	6-7	8-9	10-11	12-13
<u>CATEGORY</u>							
I.	2.5	2.75	3.0	3.25	3.5	3.75	4.0
II.	3.5	4.0	4.5	5.0	5.5	6.0	6.5
III.	5.0	5.5	6.0	6.5	7.0	7.5	8.0
IV.	6.5	7.25	8.0	8.75	9.5	10.25	11.0
V.	8.0	8.75	9.5	10.25	11.0	11.75	12.5
VI.	9.5	10.5	11.5	12.50	13.5	14.50	15.5
VII.							18.0
VIII.							

<u>LEVEL</u>	0-1	2-3	4-5	6-7	8-9	10-11	12-13
<u>CATEGORY</u>							
I.	\$1,097	\$1,206	\$1,316	\$1,426	\$1,535	\$1,645	\$1,755
II.	\$1,535	\$1,755	\$1,974	\$2,193	\$2,413	\$2,632	\$2,851
III.	\$2,193	\$2,413	\$2,632	\$2,851	\$3,071	\$3,290	\$3,509
IV.	\$2,851	\$3,180	\$3,509	\$3,838	\$4,167	\$4,496	\$4,825
V.	\$3,509	\$3,838	\$4,167	\$4,496	\$4,825	\$5,154	\$5,484
VI.	\$4,167	\$4,606	\$5,045	\$5,484	\$5,922	\$6,361	\$6,800
VII.							\$7,896
VIII.	\$200.00 is paid to head and assistant coaches at Senior High who coach both boys and girls in the same sport.						
IX	\$373.00 (34% of Category I, Step I) is paid to middle school head coaches for Basketball, Football, Track, Volleyball and Wrestling.						
X	\$6001.00 (76% of Category VII) High School Virtual Coordinator						

1. The schedule base is established by the Board of Education annually. The base established for 2020-2021 is \$43,868.00.
2. One year of experience is needed at each level prior to moving to the next level. Each column comprises two levels.
3. Personnel new to the system with 2 or more years' experience will be placed at level 2.
4. Summer Weight Training will be paid during June, July, and August.
5. Head Football, Basketball, and Volleyball coaches' summer activities/clinics are included in their extra standard pay.
6. Any person giving up an extra-standard responsibility to assume a higher, related, category extra-standard responsibility will be placed on the schedule at the lowest level which will result in an increase in compensation (beginning 2001-02).
7. Any person assuming an additional extra-standard responsibility or moving to a lower category extra-standard responsibility will be credited for related experience at the rate of one year credit for two years' experience (beginning 2001-02).

EXTRA STANDARD SCHEDULE 2020/2021

Category I

- A. National Honor Society
- B. Middle School Program Sponsor
- C. HOSA
- D. Multicultural Club
- E. Senior Class Sponsor
- F. Key Club Sponsor
- G. Elementary Instrumental Music
- H. Spring Musical
- I. LGBTSA
- J. Middle School Concession
- K. Senior Photography Club
- L. Senior Students Against Destructive Decisions (SADD)
- M. Unified Bowling
- N. Unified Track

Category II

- A. Elementary Honor Choir Director
- B. Senior Student Council
- C. Senior Flag Corps
- D. Senior Asst. Intramural Coord.
- E. Senior Asst. Pep Band
- F. Senior Asst. Speech Sponsor
- G. Senior Asst. Debate
- H. Middle School Head and Asst. Cross Country
- I. Robotics Sponsor
- J. Middle School Islander Power (Summer Weights)
- K. Senior Assistant Show Choir
- L. Senior Drum Line Sponsor

Category III

- A. Asst. 9th Grade Coaches (all sports)
- B. Middle School Head Basketball
- C. Middle School Head Football
- D. Middle School Head Track
- E. Middle School Head Volleyball
- F. Middle School Head Wrestling
- G. Middle School Head Soccer
- H. Middle School All-City Orchestra
- I. Senior Fall/Spring Weight Training Supervisor (split)
- J. Middle School Vocal Music
- K. Middle School Instrumental Music
- L. Senior High Musical (2 positions)
- M. Asst. MS Coaches (all sports except Cross Country)
- N. Senior Jr. Varsity Tennis
- O. Senior Asst. Wrestling
- P. Asst. Drama High School
- Q. Senior Assistant Cheerleader Sponsor
- R. Senior Show Choir Band Director
- S. Senior JV Softball
- T. Senior Sound System Coordinator

Category IV

- A. 9th Grade Head Basketball
- B. 9th Grade Head Football
- C. 9th Grade Head Track
- D. 9th Grade Head Volleyball
- E. 9th Grade Head Wrestling
- F. Reserve Football
- G. Reserve Basketball (9 & 10 – was sophomore)
- H. Reserve Volleyball
- I. Senior Asst. Cross Country
- J. Senior Head Debate
- K. Senior Intramural Coordinator
- L. Senior Vocal Music (Swing Choir)
- M. Senior Pep Band/Jazz Band
- N. Senior Winter/Summer Weight Training Supervisor (split)
- O. 9th & 10th Baseball
- P. Reserve Softball (9th & 10th)

Category IV (cont.)

- Q. Senior Asst. Instrumental Music Sponsor
- R. Senior Assistant JV Soccer
- S. Senior Summer Strength & Conditioning
- T. Senior Asst. Theater (Fall)
- U. Senior Asst. Theater (Spring)
- V. Senior Asst. Vocal Music
- W. Senior Contest Speech
- X. Jr. Assistant Swimming
- Y. Senior Assistant Track
- Z. FBLA
- AA. Skills USA
- BB. Senior Summer Islander Power
- CC. Senior Educators Rising Advisor

Category V

- A. Senior Jr. Varsity Basketball
- B. Senior Jr. Varsity Football
- C. Senior Assistant Track
- D. Senior Assistant Softball
- E. Senior Assistant Soccer
- F. Senior Jr. Varsity Volleyball
- G. Senior Jr. Varsity Wrestling
- H. Senior Head Cross Country
- I. Senior Head Golf
- J. Senior Head Tennis
- K. Senior Journalism
- L. JV Baseball
- M. Senior Asst. Varsity Baseball
- N. Senior Head Theater (Fall)
- O. Senior Head Theater (Spring)
- P. Senior Cheerleader Sponsor (Fall)
- Q. Senior Cheerleader Sponsor (Spring)
- R. Senior Spirit Set (Islandaires Dance) Sponsor (split)
- S. Senior Varsity Assistant Swimming
- T. AFJROTC
- U. Senior Assistant Varsity Softball
- V. Senior Graphic Design
- W. Senior Female Athletic Trainer (Fall)
- X. Senior Female Athletic Trainer (Winter)
- Y. Senior Female Athletic Trainer (Spring)

Category VI

- A. Senior Head Swimming
- B. Senior Head Track
- C. Senior Instrumental Music (Band & Orchestra)
- D. Senior Vocal Music (Singers)
- E. Senior Head Soccer
- F. Head Girls Softball
- G. Head Baseball
- H. Senior Sound System Vision Board Operator

Category VII

- A. Senior Head Football
- B. Senior Boys Head Basketball
- C. Senior Girls Head Basketball
- D. Senior Head Volleyball
- E. Assist. Activities Director
- F. Senior Head Wrestling
- G. Youth Sports Coordinator
- H. Middle School Activities Coordinator. (> 500 students)
- I. Senior Assistant Fine Arts Director

Category VIII

- A. Boys and Girls same sport

Category X

- A. High School Virtual Coordinator

Special Meeting Extra Standard Recommendations 2020-2021

Position	Category on Extra Standard Schedule	Number of Positions	Salary or Increase Per Position
Virtual High School Teacher	Category V	22	\$3,509.00
Program Coordinators	Category X	2	\$6,001.00
			Sub Total
			Retirement/FICA 17.53%
			Total

Special Meeting Extra Standard Recommendations 2020-2021

Total
\$77,198.00
\$12,002.00
\$89,200.00
\$15,636.76
\$104,836.76

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Add Virtual High School Teacher and Virtual Program Coordinator to the 2020-2021 Extra Standard Salary Schedule.

Submitted By: Wayne Stelk

Date: 8/13/20

1. What is the identified need?

To provide a structure to assign students in the virtual high school to staff who will provide support to ensure students are successful in the virtual environment.

2. Administrative Rationale for BOE Agenda Item

Students enrolled in the Virgul High and taking course through Edmentum will need to have teachers who regularly connect with them to monitor progress, encourage engagement and assist when students struggle.

3. Proposed Action

To approve the positions of Virtual High School Teacher and Virtual Program Coordinator to the 2020-2021 Extra Standard Salary Schedule.

4. Data/Research Assessed

Best practices in online learning, virtual high school registrations.

5. Stakeholder Group(s) Involved

Students

6. Summary

The addition of these positions to the Extra Standard Salary schedule will allow GIPS to support the 300+students in the virtual high school and does not require the district to add more full time certified FTE's.

7. Fiscal Impact

Amount: \$105,000

Source: General Fund

Details:

8. Person(s) Responsible for Implementation

Wayne Stelk, Jeff Gilbertson

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Student achievement data in the virtual high school.

Timeline: End of 2020-2021 school year.

▲ Follow-Up

F/U with: Cabinet Board Board Committee: Leading for Learning _____

Actions:

Timeline: 1 month 3 months 6 months annually N/A

Special Extra Standard Committee Meeting August 10, 2020

Wayne Stelk called the meeting to order at 4:40 p.m. on the Zoom Meeting. In attendance: Michelle Carter, Rod Foley, Jeff Gilbertson, Virgil Harden, Kevin Jenkins, Charity LaBrie, Wayne Stelk, Cindy Wells.

The Extra Standard Committee met and recommended to add the following changes for the 2020-2021 school year:

I. Review recommendations for changes to the Extra Standard Salary Schedule for the 2020-2021 school year:

A. Add High School Virtual Teachers (22 positions) - Category V

Rationale: There will be 322 students in the virtual high school elearning. To implement the vision as laid out in the GIPS Reimagine plan for students selecting virtual learning, it is our desire that every student has a unique schedule with a designated teacher to support them throughout their virtual learning experience.

Virtual Edmentum Teacher Expectations:

Teacher of record and facilitator of eLearning for Virtual High School students.

Expectations include:

- Communicate with Students and Parents regularly:
- Zoom/Speak with students 2-3 times per week.
- Set weekly achievement/progress goals.
- Email regular (bi-weekly) updates to parents and counselors.
- Respond to student/parent emails within 24 hours.

Document student progress and attendance:

- Update attendance data in Synergy weekly
- Grade assignments as needed in Edmentum (most courses do not require this)
- Input grades in Synergy at each grading period.

Provide additional supports for student success:

- Participate in Academy RTI Meetings and
- Make connections to social workers, counselors,
- Provide additional instructional support for struggling students.

Administrators will re-evaluate the virtual learning model if it is determined that the teacher is not needed for the stipend.

B. Add High School Virtual Coordinator (2 level VII)

Rationale: The high school virtual coordinators ensure technology is working properly for the entire program coordinators have been selected from the in and outs of Edmentum and are able to support students, posting class transcripts, providing

Welcome to the Grammarly beta for Google Docs!

Sign up to turn on Grammarly
suggestions in your Google Docs.

[Sign up](#)

Already have an account? [Log in](#)

ongoing support to all virtual teachers as they adapt to Edmentum. This assignment will serve students academically at the highest level. Due to the current situation, there is a possibility that this will be a temporary assignment.

Meeting ended at 5:05 p.m.

**Welcome to the Grammarly beta
for Google Docs!**

Sign up to turn on Grammarly
suggestions in your Google Docs.

Sign up

Already have an account? [Log in](#)

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: 2020-2021 Substitute Teacher Pay

Submitted By: Wayne Stelk

Date: 8/13/20

1. What is the identified need?

To maintain a competitive pay package for substitute teachers

2. Administrative Rationale for BOE Agenda Item

GIPS needs to maintain a competitive rate of pay for substitute teachers, so that certified vacancy fill rates can be maintained in the 94-96% range.

3. Proposed Action

To approve 3.25 % substitute teacher pay package (i.e. \$149/day for short-term regular substitute certificates)

4. Data/Research Assessed

Surveyed surrounding school districts that GIPS competes with for substitute teachers.

5. Stakeholder Group(s) Involved

Students and certified staff

6. Summary

Approval of this recommendation will allow GIPS to maintain an acceptable 94-96% fill rate for certified vacancies.

7. Fiscal Impact

Amount: \$40,000

Source: General Fund

Details: Additional cost based upon prior absence rates.

8. Person(s) Responsible for Implementation

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Enter 20-21 substitute teacher pay schedule in iVisions and communicate new rates to substitute teachers.

Timeline: Effective August 12, 2020.

▲ Follow-Up

F/U with: Cabinet Board Board Committee:
 Personnel _____

Actions:

Timeline: 1 month 3 months 6 months annually N/A

Grand Island Public Schools
 Substitute Pay Rate History
 For The Fiscal Years 2020 - 2021 Through 2016 - 2017

CATEGORY	<i>Fiscal Year 2020 - 2021</i>	<i>Fiscal Year 2019 - 2020</i>	<i>Fiscal Year 2018 - 2019</i>	<i>Fiscal Year 2017 - 2018</i>	<i>Fiscal Year 2016 - 2017</i>
Substitute - Local Certificate - Regular ^	\$149.00	\$144.00	\$144.00	\$130.00	\$128.00
Substitute - Local Certificate - Long Term	\$159.00	\$154.00	\$154.00	\$140.00	\$138.00
Substitute - Full Certificate - Regular	\$149.00	\$144.00	\$144.00	\$137.00	\$135.00
Substitute - Full Certificate - Long Term	\$186.00	\$181.00	\$181.00	\$174.00	\$172.00
Substitute - Retired Teacher - Regular %	\$157.00	\$152.00	\$152.00	\$145.00	\$143.00
Substitute - Retired Teacher - Long Term	\$194.00	\$189.00	\$189.00	\$184.00	\$182.00
Base Salary (Indexed)	\$36,071.08	\$35,345.80	\$35,345.80	\$34,860.80	\$34,210.00
Base Salary (Non-Indexed)	\$8,563.92	\$7,639.20	\$7,639.20	\$7,639.20	\$7,500.00
TOTAL	<u>\$44,635.00</u>	<u>\$42,985.00</u>	<u>\$42,985.00</u>	<u>\$42,500.00</u>	<u>\$41,710.00</u>
Contract Days	187	187	187	187	187
BA Step 1 Per Diem (Indexed)	\$192.89	\$189.01	\$189.01	\$186.42	\$182.94
BA Step 1 Per Diem (Non-Indexed)	\$45.80	\$40.85	\$40.85	\$40.85	\$40.11
BA Step 1 Per Diem (Total)	\$238.69	\$229.87	\$229.87	\$227.27	\$223.05
Substitute Incentive - Monthly *	\$150.00	\$150.00	\$150.00	\$150.00	\$0.00
Substitute Incentive - Annual ~	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
In-House Substitute (Secondary Level) Per Period	\$29.80	\$28.80	\$28.80	\$27.40	\$27.00
In-House Substitute (Elementary Level) Per Hour	\$19.87	\$19.20	\$19.20	\$18.27	\$18.00
Approved by BOE on:	08/13/2020	01/10/2019	01/10/2019	09/14/2017	09/08/2016
Effective	08/05/2020	01/05/2019	01/05/2019	09/05/2017	08/05/2016
T&L Curriculum Rate	\$25.72	\$25.20	\$25.20	\$24.86	\$24.39

Note:

- ^ Pay same rate for both local and regular substitute certificates
- % Pay any retired substitute teacher (not just retired from GIPS)
- * Working 85% of days available
- ~ Working 125 days or more per school year

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Payment Services Agreement

Submitted By: Virgil Harden

Date: 08/13/2020

1. What is the identified need?

Eliminate in house paper check writing to reduce fraud risk and move to modern day electronic processing of accounts payable on a more timely basis reducing cost, time, and errors.

2. Administrative Rationale for BOE Agenda Item

Three party agreement needing official Board of Education approval.

3. Proposed Action

Approve the agreement as presented. Plan and develop an implementation plan with Tyler Technologies, Nvoicepay, Inc., and GIPS.

4. Data/Research Assessed

Self evident best practise

5. Stakeholder Group(s) Involved

Business office personnel, Facilities and Finance Committee

6. Summary

This "Payment Services Agreement" is a three way agreement between Tyler Technologies, Nvoicepay, Inc., and Grand ISland Public Schools for the electronic payment of accounts payable.

7. Fiscal Impact

Amount: Estimated savings of between \$35,000 - \$45,000

Source: NA

Details: NA

8. Person(s) Responsible for Implementation

Chief Financial Officer

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Ongoing

Timeline: Within 90 to 180 days of agreement being approved

▲ Follow-Up

F/U with: ___ Cabinet ___ Board ___ Board Committee: Facilities and Finance

Actions: Review process and estimated versus actual savings.

Timeline: ___ 1 month ___ 3 months X 6 months ___ annually ___ N/A

Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the “**Agreement**”), which is made and entered into by and between the customer named in the signature block below (“**Customer**”), Tyler Technologies, Inc., a Delaware corporation (“**Tyler**”), and Nvoicepay, Inc., an Oregon corporation (“**Nvoicepay**”), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and Nvoicepay are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**”) and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the “**Effective Date**”). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to that certain software license sales agreement dated 1/14/2019 (the “**Master Agreement**”) under which Customer has purchased the right to use certain Tyler software (“**Tyler Software**”);

WHEREAS, through the Tyler Software, Nvoicepay facilitates ACH, check, and other virtual payments to vendors (“**Vendor Payment Services**”) in accordance with the terms set forth in the Nvoicepay Terms of Use attached hereto as Exhibit A and incorporated herein (“**Terms of Use**”). As used in the Terms of Use, “you” means Customer and “your” means Customer’s;

WHEREAS, the use of Vendor Payment Services by Customer may generate certain rewards to ultimately be conveyed by Tyler to Customer in the form of a statement credit in accordance with the terms set forth in Exhibit B (the “**Revenue Share**”); and

WHEREAS, Customer desires that Tyler and Nvoicepay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Terms of Use.** As a condition to Tyler and Nvoicepay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Nvoicepay, through a Tyler Software interface with Nvoicepay Software, all of Customer’s required information and all of Customer’s required vendor payment information set forth in Section 1 of the Terms of Use. Nvoicepay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquiries related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler’s discretion, Customer inquiries may be passed to Nvoicepay. Tyler will have access to Customer’s instance of Nvoicepay Software in order to support the Customer.
3. **Vendor Payment Services.** Nvoicepay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Nvoicepay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Tyler will provide Customer with: (a) Revenue Share to Customer in accordance with Exhibit B; and (b) annual reports made available in a form substantially similar to the template attached hereto as Exhibit C (“**Annual Reports**”). Annual Reports, subject to adjustment from time to time in Tyler’s sole discretion, shall be delivered or made available no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.

4. Term; Termination.

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Nvoicepay, with prompt notice thereafter to Tyler. This Agreement may be terminated immediately at the option of Tyler, in its sole discretion, by written notice to the other parties hereto.

5. Representations by Nvoicepay. Nvoicepay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:

- a. In transmitting or depositing Customers’ funds, and having its third party service providers transmit or deposit funds under this Agreement, Nvoicepay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;
- b. Nvoicepay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
- c. Nvoicepay will cause the settlement account to be set up with the processing bank such that the Customer’s funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Nvoicepay’s associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Nvoicepay shall maintain a data security plan (“**Security Plan**”) which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Nvoicepay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Nvoicepay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler’s systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Nvoicepay shall comply with all applicable privacy laws and regulations. Nvoicepay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Nvoicepay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.

6. Indemnification by Nvoicepay. Nvoicepay shall indemnify, defend, and hold harmless Customer and its

directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Nvoicepay in Section 5 in accordance with the indemnification provisions of the Terms of Use.

7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Nvoicepay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Nvoicepay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.
11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all parties. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a "**Force Majeure Event**"). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____
Name: Rob Kennedy-Jensen
Title: Director of Contracts
Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Legal Department

Nvoicepay, Inc.

By: _____
Name: Tana Law
Title: Senior Vice President
Date: _____

Address for Notices:
Nvoicepay, Inc.
8905 SW Nimbus Avenue, Suite 240
Beaverton, OR 97008
Attention: Legal Department

Grand Island Public Schools
Infinite Visions

By: _____
Name: Virgil Harden
Title: Chief Financial Officer
Date: _____

Address for Notices:
Grand Island Public Schools
123 S Webb Road
Grand Island, NE 68803
Attention: Business Office

Exhibit A

Nvoicepay Terms of Use

Your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services is governed by this Terms of Use (this "TOU"). In order to make electronic payments using the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must provide information to Nvoicepay and accept the terms and conditions of this TOU. "Nvoicepay Software" means the Nvoicepay software made available to you in connection with the Nvoicepay Vendor Payment Services; and "Nvoicepay Vendor Payment Services" mean the ACH, payment card, cross-border ACH, cross-border wire, and printed check payment services offered by Nvoicepay under this TOU.

1. Information You Provide Nvoicepay; User IDs, Passwords and Vendor list.

- a. You are responsible for keeping all information you provide to Nvoicepay, whether directly or indirectly through Tyler, accurate and up-to-date, including the proper identification of your bank account(s), authorized contacts, e-mail addresses, and mailing address(es). Nvoicepay will have no liability for relying on any information (including, without limitation, any vendor payment information (as defined below)) provided by you or Tyler on your behalf. If the wrong bank account is debited or incorrect vendor is paid in reliance upon information provided by you, Nvoicepay will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services for providing inaccurate or incomplete information.
- b. You shall provide your vendor list ("**your vendor list**") and the name, address (including country), complete banking information, and payment method to be used for each vendor you intend to pay using Nvoicepay software and Nvoicepay Vendor Payment Services ("**vendor payment information**") to Nvoicepay, whether directly or indirectly through Tyler, and identify any individuals or vendors outside the U.S. you intend to pay using Nvoicepay Software and Nvoicepay Vendor Payment Services.

2. Services.

- a. Upon receipt of vendor invoices from you, Nvoicepay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Nvoicepay is not a bank or money services business ("**MSB**") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB services. You acknowledge that Nvoicepay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your vendors; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular vendor. Nvoicepay will electronically debit funds from your bank account as identified to Nvoicepay by you (the "**Customer Transaction Account**") to instruct payment of all invoices received from you. Prior to any such debit, you agree to provide written authorization to your bank expressly authorizing Nvoicepay to debit the Customer Transaction Account for the purpose of rendering the Nvoicepay Vendor Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").
- b. For each vendor invoice for which Nvoicepay makes a payment, Nvoicepay will forward remittance information provided by you to the applicable vendor.
- c. You shall be responsible for ensuring invoices are entered into your accounting system and sent to Nvoicepay for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring the Nvoicepay Software is under your control and for all transactions conducted using the user ID and password you use to access and/or use the Nvoicepay Software and Nvoicepay Vendor Payment Services.
- d. You may make a stop payment request for any invoice Nvoicepay receives from you by contacting Nvoicepay Technical Support at techsupport@nvoicepay.com. If you request a stop payment, Nvoicepay will use reasonable efforts to act on such request, but Nvoicepay will not be liable if such stop payment request is not affected. Nvoicepay will work with you to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Nvoicepay may not have the ability to reverse such payment transaction. If you request to cancel or stop a payment to a vendor outside the U.S., you will bear any, and all currency exchange costs and processing fees associated with the reversal of the payment.
- e. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Nvoicepay Vendor Payment Services due to the actions or inactions of you, your vendors, or Nvoicepay, as applicable. You agree to promptly notify Nvoicepay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Nvoicepay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Nvoicepay will work expeditiously to resolve such payment error and will keep you informed throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the actions or inactions of Nvoicepay.
- f. For payments to vendors inside the U.S.:
 - (1) Upon receipt of your vendor list, Nvoicepay shall review it and flag any duplicates and vendors who are individuals. Nvoicepay will then match the vendors remaining on your vendor list against Nvoicepay's database of vendors who have already signed up to receive payments sent by Nvoicepay on behalf of its customers (the "**Nvoicepay Vendor Database**").

- (2) Nvoicepay shall, in the form agreed by you (e.g., by an email explaining that Nvoicepay is operating as your payment provider), contact any vendor on your vendor list that is not in the Nvoicepay Vendor Database to sign up to receive payments. You acknowledge and agree that each vendor shall notify Nvoicepay of the electronic payment method to be used to make payments of such vendor's invoices ("**vendor payment method**"). In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor inside the U.S., Nvoicepay shall not be liable for any payments made in reliance upon such vendor payment information.
- g. For payments to vendors outside the U.S.:
- (1) Nvoicepay requires one Business Day to complete a review of all vendor payment information for vendors outside the U.S. before a payment can be made. Nvoicepay will have no liability for currency exchange costs or payment transaction costs for relying on the information you provide.
 - (2) For payments which require a currency translation, you will be able to view the currency exchange rate that will apply to a payment to be made to a vendor outside the U.S. to exchange U.S. Dollars into the applicable payment currency. Once you view the currency exchange rate that will apply to such payment and click on the 'Lock Rate' button, you will have entered into a binding contract to purchase currency. You acknowledge it may not be possible to cancel such purchase. If you cancel a payment for which you have clicked 'Lock Rate', you are responsible for the payment of all bank fees and costs associated with canceling such payment and returning funds, including any trading losses. You acknowledge and agree that Nvoicepay will not make payment of any vendor invoice it receives from you for a vendor outside the U.S. until you have clicked the 'Lock Rate' button for the currency exchange rate to be applied to such payment.
 - (3) In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor outside the U.S., Nvoicepay shall not be liable for any payments made in reliance of such vendor payment information.
 - (4) Nvoicepay cannot guarantee the same currency exchange rate for all payments made under this TOU.
 - (5) Cambridge Mercantile Corp. (U.S.A.) dba Cambridge Global Payments will be providing money transfer services in connection with electronic payments to vendors outside the U.S. and holds all requisite licenses to provide such services.
- h. Nvoicepay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Nvoicepay makes a payment of an invoice on a day that is not a Business Day in the jurisdiction where the vendor is located, the payment date will be processed on the next Business Day.
- i. You agree not to use Nvoicepay Software or Nvoicepay Vendor Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Nvoicepay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Nvoicepay deems, in its reasonable discretion, to pose a reputational risk to Nvoicepay.
- j. Nvoicepay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you at its absolute discretion without any liability to you provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

3. Funds Flow

- a. When Nvoicepay receives an invoice from you **not later than 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Nvoicepay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 2, ("**Business Day 3**"); and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business.
- b. When Nvoicepay receives an invoice from you **after 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 3; and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network.
- c. If Nvoicepay receives an invoice from you for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services.

4. Equipment and Software.

To use the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must have your own Internet Service Provider (“ISP”) or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Nvoicepay is not responsible for the actions or inactions of your ISP or other Internet access provider. Nvoicepay is not responsible for any error, failure or malfunction of your computer or your or Tyler’s software. Nvoicepay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Tyler’s firewall, computer hardware, computer software, or computer network through which you access the Nvoicepay Software and/or Nvoicepay Vendor Payment Services.

5. Nvoicepay Software Ownership, License and Restrictions.

- a. Nvoicepay owns all of the right, title and interest in and to the Nvoicepay Software and Nvoicepay Vendor Payment Services. The Nvoicepay Software and Nvoicepay Vendor Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.
- b. Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Nvoicepay hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Nvoicepay Software solely in the format provided to you by Nvoicepay for the sole purpose of accessing and using the Nvoicepay Vendor Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Nvoicepay Software.
- c. You agree not to use the Nvoicepay Software or Nvoicepay Vendor Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Nvoicepay and its licensors.
- d. You agree to use the Nvoicepay Software and Nvoicepay Vendor Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Nvoicepay reasonably suspects that your account with Nvoicepay has been or is being used for any unauthorized, illegal, or criminal purpose, Nvoicepay may share information about you, your account with Nvoicepay, and any of your transactions with law enforcement, provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

6. Confidentiality and Privacy

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this agreement or as otherwise authorized by this Agreement, and may only disclose such information with the prior written consent of the other party or if required by applicable law. You acknowledge that Nvoicepay may, without prior notice to you disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Nvoicepay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither vendor payment information nor vendor payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without limitation, a name, an identification number, location data, an online identifier or one or more factors specific to a natural person’s physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Nvoicepay as it is not necessary to complete payment instructions to business entities. In the event that you use the Nvoicepay Software or Nvoicepay Vendor Payment Services to make payments to your employees or vendors residing or located in the European Union, you acknowledge and agree that Nvoicepay is facilitating such payments at your behest and not in connection with the offering of Nvoicepay services to such employees or vendors.

7. Compliance

Nvoicepay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Nvoicepay’s final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Nvoicepay may choose to perform such audit and/or certify to such established industry standard selected by Nvoicepay in place of those in the preceding sentences. Nvoicepay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance. Security Commitments are available at <https://www.nvoicepay.com/security-commitment/>

8. Termination

Nvoicepay may terminate your use of Nvoicepay Software and Nvoicepay Vendor Payment Services at any time if: (a) you materially breach this TOU; (b) Nvoicepay is required to do so by law; and/or (c) Nvoicepay elects to discontinue the Nvoicepay Software and Nvoicepay Vendor Payment Services. Nvoicepay or Comdata, Inc. (“Comdata”) may immediately terminate this TOU and the associated payment services in the event MasterCard prohibits the payment services, the issuing bank ceases to be a network member, or the issuing bank ceases to be the Comdata card issuer, provided that Nvoicepay and Comdata shall endeavor to provide Customer with advance notice of any such event. Additionally, Nvoicepay may terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services at any time without cause by providing you with 60 days’ prior written notice of such termination. Each party’s rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination.

9. Notices

Nvoicepay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Nvoicepay via email at legal@nvoicepay.com or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

10. Subcontracting

You agree that Nvoicepay may engage any third-party contractor in order to perform its responsibilities under this TOU, provided that Nvoicepay shall be responsible for such performance.

11. Insurance

Nvoicepay will maintain insurance policies with the following coverage: (a) Client Coverage for Crime including coverage for direct loss of money, securities, of property, resulting from theft or forgery of financial documents, employee dishonesty, computer fraud, funds transfer fraud, and theft or forgery of clients property with a limit of liability of US\$25,000,000 per loss; (b) Network Security, Privacy Liability, and Cyber Coverage including the following arising solely from a failure of Nvoicepay's network security: unauthorized access; transmission of virus or malicious code, theft of Personally Identifiable Information; destruction of data stored on Nvoicepay's computer system; unauthorized release of PII/PHI Data with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. (c) Errors & Omissions Coverage including negligence or errors in the technology product or in the performance of the technology services with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. Nvoicepay will provide you with a Certificate of Insurance showing Nvoicepay's insurance coverage within thirty (30) days of the date of this TOU. Each year, upon your request, Nvoicepay will provide you an updated Certificate of Insurance.

12. Representations, Warranties, and Disclaimers.

- a. Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.
- b. You additionally represent and warrant to Nvoicepay that (i) you are a corporate or public entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not considered a shell bank, non-licensed bank, or MSB; and (iii) you will obtain proper authorization to provide Nvoicepay with the information that is owned by and/or relates to any third party prior to providing such information to Nvoicepay. You acknowledge that Nvoicepay may, directly or through third parties, make any inquiries that Nvoicepay considers necessary to validate your identity and/or any information provided by you.
- c. Nvoicepay additionally represents and warrants to you that Nvoicepay will perform the Nvoicepay Vendor Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Nvoicepay of a material failure of Nvoicepay to perform any of its obligations under this TOU, Nvoicepay will use reasonable efforts to cure such failure at its cost and expense.
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, NVOICEPAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES. NVOICEPAY DOES NOT MAKE ANY WARRANTY THAT THE NVOICEPAY SOFTWARE OR NVOICEPAY VENDOR PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

13. Indemnification

- a. You shall indemnify, defend and hold harmless Nvoicepay, and each of its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Nvoicepay Software and Nvoicepay Vendor Payment Services, unless caused by an action or inaction of Nvoicepay not taken at your direction.
- b. Nvoicepay shall indemnify, defend and hold harmless you, and each of your affiliates, and your respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions,

proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to any breach by Nvoicepay of this TOU or other written agreement between the parties hereto.

14. Limitation of Liability

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU AND AMOUNTS SENT BY CUSTOMER TO NVOICEPAY FOR PAYMENT OF VENDOR INVOICES HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL EXCEED UNDER ANY CIRCUMSTANCES, THE TOTAL AMOUNT RECEIVED BY NVOICEPAY WITH RESPECT TO PAYMENTS MADE BY NVOICEPAY TO CUSTOMER'S VENDORS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation.

16. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Nvoicepay may engage subcontractors as set forth in Section 10 above.

17. Government Regulation

IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides access to the payment services is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, MasterCard and the issuing bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides access to the payment services, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

18. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all agreements and privacy policies referred to herein and incorporated herein by reference, is the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Nvoicepay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Nvoicepay Software and Nvoicepay Vendor Payment Services following Nvoicepay making any revised version of this TOU available will constitute your acceptance of the revised version. Nvoicepay will not amend these TOU with respect to Sections 11, 12, 13, 14, or 18 in a manner that may detriment your rights without your prior written consent.

Exhibit B
Revenue Sharing Schedule

The amount of Revenue Share received by Customer is determined by the total spend of the customer via Vendor Payment Services for each month, net of Customer rebates and the transaction fees set forth herein (“Monthly Spend”).

Revenue Share = .50% of Interchange Rate¹ for Monthly Spend. Tyler reserves the right to reduce the Revenue Share total by any fees assessed by the credit card processor and not otherwise paid by Tyler. Customer shall be advised of such fees by notation in relevant Monthly Reports.

Transaction Fees = The following fees will be reduced from the Revenue Share

Transaction Type	Per Transaction Cost
Check	\$0.80 + Postage
ACH	\$0.28

Customer acknowledges and agrees that the Revenue Share set forth herein is an introductory number subject to change following the Initial Term. The parties hereto shall act in good faith to negotiate adjusted Revenue Share amounts prior to the conclusion of the Initial Term.

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees will be applied as a onetime fee.

Bank Account Set-Up fee	Fee
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice

Payment Terms

Tyler will provide annual Customer account credit to Customer based on the calculated Revenue Share amounts set forth above and in the preceding twelve (12) months of Monthly Reports. Payments shall be made only as a Customer account credit to be applied at discretion of Customer. Application of Revenue Share credit to Customer account shall occur within sixty (60) days of end of the then-current Term.

¹ An interchange rate is a fee that a merchant is required to pay with every credit card and debit card transaction.

Exhibit C
Annual Reports Template



Revenue Share Statement

Tyler's Customer

Rebate Frequency: Annual

Rebate Start Date: 01/01/2020

Rebate End Date: 12/31/2020

Product Line: IVE - Infinite Visions

	<u>Spend</u>	<u>Count</u>	<u>Rate</u>	<u>Revenue Share</u>
Totals				

<i>Applied to:</i>	<u>Date</u>	<u>INV #</u>	<u>Product</u>	<u>Amount</u>

Revenue Share Remaining @ End of Term:

Client Approval: _____
Signature Date

Tyler Approval: _____
Signature Date

Exhibit D
Tyler Sales Quotation²



Quoted By: Todd Mykleby
 Quote Expiration: 10/18/20
 Quote Name: AP Automation

Sales Quotation For:

Grand Island Public Schools
 123 S Webb Rd
 Michael S. Kneale Administration Building
 Grand Island NE 68803-5110
 Phone: +1 (308) 385-5900,,144

Tyler Annual

Description	Quantity	Unit Price	Discount	Annual
Additional Tyler Software				
AP Automation	1	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL:				\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Annual		\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

2020-186470-B3N3Z0

1 of 3

² Tyler Software included in the Sales Quotation is subject to the terms and conditions of the Master Agreement.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration

schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

Quote



Red Rover Ltd
 748 South Meadows Parkway, Suite A9-52
 Reno, NV 89511

Quote Numb 07.17.2020 LTE System

Bill To:

Customer Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State ZIP: Grand Island, NE 68802
Country: USA
Contact Phone: 308-385-5900
Contact Email: cgearhart@gips.org

Ship To:

Company Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State, Zip Grand Island, NE 68802
Country: USA
Contact Phone: 308-385-5900
Contact Email: cgearhart@gips.org

End User Details:

Company Name: Grand Island Public Schools
Contact Name: Cory Gearhart
Address: 123 South Webb Road
City, State, Zip Grand Island, NE 68802
Country: USA
Contact Phone:

Terms	Ship Method	Incoterms	Created By	Quote Valid Till
N30	Fed Ex GND	FCA Origin	Name: Steve Rovarino Date: 7/14/20	8/13/20

Item	Model No.	Description	List Unit Price	Qty	List Extended Price
Core LTE Equipment					
1	MBS31001	Outdoor Base Station- LTE Release 13, 1 Watt (30 dBm), 4 Port, 3.5 GHz, Band 42/43/48 1W Single Carrier with HaloB included. Additional optional licenses are sold separately as LICENSE-436Q-CA for Carrier Aggregation or LICENSE-436Q-DC for Single Carrier upgrade to Dual Carrier.	\$ 4,449.00	4	\$ 17,796.00
2	MT-404067/ND	3.5GHz (3.3-3.8) Antenna, Base Station, 65 degree, 17dBi, Dual Slant, N-Type Female, Mounting Kit Included	\$ 437.50	4	\$ 1,750.00
3	ALPU-F140	Transtector, ALPU Fit, Data Line Surge Arrestor, Hybrid Gas Discharge Tube and Silicon Avalanche Diode, IP-65, Designed to support GbE, PoE+ and PoE++ protocols	\$ 85.00	4	\$ 340.00
4	NMBNMBL12-35-060FFP	RFS 6ft NM to NM Low PIM Jumper Cable	\$ 80.00	8	\$ 640.00
5	HaloB	Local EPC Feature Key, QTY 1, 1per eNb needed	\$ 249.99	4	\$ 999.96
6	LICENSE-436Q-CA	License Upgrade from Single Carrier to Carrier Aggregation (eNB serial number required)	\$ 1,300.00	4	\$ 5,200.00
			Total:		\$ 26,725.96
Bulk Installation Materials					
7	WC-BAICELLS-PWRCBL-14AWG-300	Outdoor Shielded DC Power Cable - 14AWG, 300 ft, power connector not included (it is included with the base station)	\$ 431.27	1	\$ 431.27
8	CON-RJ45-C5-100	Shireen CAT5e RJ45 Smart Feed Shielded Connector - 100 Unit Pack1	\$ 55.00	1	\$ 55.00
9	DC-1042	Shireen Outdoor Shielded Dry Gel Tape CAT5e FTP Cable - 1000 Ft	\$ 199.00	1	\$ 199.00
			Total:		\$ 685.27
Resident Devices - CPEs					
10	EG2013B-M11	Atom ID06 3.5GHz 6dBi, Indoor CPE - CAT 6/7, 2T4R, GDM7243QT, 1GE, 1POTS, 12VDC 1.5A 6 dBi antenna, Band 42/43/48	\$ 156.00	65	\$ 10,140.00
11	EG7035L-M2	Outdoor CPE - CAT 6 3.5GHz 2T4R, 19.5 dBi antenna, Band 42/43/48	\$ 159.99	65	\$ 10,399.35
12	Wifi Router for item 11	WiFi Router EP3011, IEEE 802.11b/g/n/ac WIFI, 2.4GHz, 5G dual-bands with POE	\$ 58.00	10	\$ 580.00
13	BAICELLS-SIMCARD-100	SIM Card, 100-Pack - 1 Required per CPE	\$ 599.99	2	\$ 1,199.98
			Total:		\$ 22,319.33
Remote Services - Red Rover Ltd					

14	Red Rover Commissioning	Remote setup of Radios, and SAS CPI data input	\$	1,500.00	1	\$	1,500.00
				Total:		\$	1,500.00
				Grand total Cost		\$	51,230.56
Other Cost paid directly by the District. For reference only							
1	Google SAS Private LTE	Priced per radio per year. Hemet School District pays directly with Google	\$	160.00	4	\$	640.00
2	Cloudcore Network Management Sys	Baicells Cloudcore. \$1/month/device. Annual cost Hemet School District pays directly with Baicells	\$	15.00	12	\$	180.00
				Total:		\$	820.00
Estimates - Shipping/Taxes							
1	Shipping	Shipping- Estimated Ground	\$	525.00	1	\$	525.00
2	Tarriff/Duty	China importation tariff @ 7.5%	\$	2,918.65	1	\$	2,918.65
				Total:		\$	3,443.65
Special Instructions:							
Revision: 1.0 1/30/12							

TERMS AND CONDITIONS OF PURCHASE
Red Rover Ltd.

- PRICES.** All prices are F.O.B. Red Rover Ltd's facility in Reno, NV. Prices do not include installation. Installation can be quoted separately and based on an agreed Statement of Work (SOW). Quotes are only valid for 30 days.
- ACCURACY OF QUOTE:** The accuracy of a Sales Quote from Red Rover Ltd is dependent largely upon factors at Customer's site and the particulars of the Customer's specific network and hardware configuration. Red Rover does not warrant the accuracy of its quotes in terms of configuration, cabling, porting, and other details specific to Customer's Network. Pricing may differ based upon configuration at the installation site. Service pricing may change based upon changes in configuration or site location.
- SHIPMENT:** All items are shipped via ground shipping to destination unless otherwise specified in writing. Pricing is exclusive of, and Customer agrees to pay, any applicable federal, state, local or foreign sales or use taxes, tariffs, customs, duties, and other Governmental charges, and shipping charges. Payments must be made in immediately available U.S. Dollars, without deduction or offset. Any amounts not paid by the due date will be subject to a finance charge at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law.
- SHIPPING.** All orders are F.O.B. Red Rover Ltd's facility in Reno, NV. Or drop shipped from the Distributor to the customer as determined in advance and in writing on the Quote. Shipping cost to Buyer's location is not included. Unless otherwise specified, Red Rover Ltd will ship via "best method" based on cost and transit time. If the Buyer prefers to ship via other methods, detailed shipping instructions should be included on the purchase order.
- TITLE TO GOODS.** Title to and risk of loss for the goods shall pass to Buyer upon shipment from Red Rover Ltd's facility in Reno, NV.
- DELAYS IN DELIVERY.** Red Rover Ltd will not be liable for damages for delays or non-performance by reason of strikes, government interference or regulation, riots, act of God, war, or other force majeure.
- Subject to Red Rover Ltd's written approval, Customer may cancel an order or any part of an order for standard products at any time prior to thirty (30) days before shipment when shipment is not delayed. This cancellation right is subject to a restocking fee of fifteen percent (15%) of the product price.
- DESIGN CHANGES.** Red Rover Ltd reserves the right to change designs and features without prior notification.
- RETURNED GOODS or CANCELLED/MODIFIED ORDERS.** All cancelled or modified orders must be communicated in writing. Any changes or cancellation prior to the shipment of the goods will not be subject to any restocking fees except for a forfeit of 20% of any deposits, unless otherwise specified in writing by Buyer and Red Rover Ltd. Orders modified or cancelled after shipment will be subject to a restocking fee of 20% of the total purchase price and any outstanding shipping charges. All returned goods must be accompanied with a Returned Material Authorization (RMA) number. Contact Red Rover Ltd Technical Support for an RMA number. RMA numbers are only valid for 30 days after issuance.
- LIENS.** Red Rover Ltd agrees to deliver to Buyer the goods covered by this order free and clear of all liens, claims, and encumbrances.
- THIRD PARTY PRODUCT.** Products sold to Customer by Red Rover that is the branded product of a third party ("third party products"), regardless of whether it is identified as Third Party Product on the sales quote issued by Vendor, shall be warranted directly to Customer by the third party. Red Rover makes no representations or warranties regarding third party products, and shall have no ongoing obligations to Customer for support or maintenance of Third Party Products unless expressly in writing.
- LIMITED WARRANTY.** Red Rover Ltd hereby assigns to Buyer all warranties provided by the manufacturers of all components of the Product(s). RED ROVER LTD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO COMPONENTS MANUFACTURED BY OTHERS, AND BUYER ACCEPTS THOSE COMPONENTS "AS IS" AND "WITH ALL FAULTS" AND AGREES THAT ITS SOLE REMEDY FOR ANY DEFECT THEREIN SHALL BE TO PURSUE ANY AVAILABLE WARRANTY CLAIM AGAINST THE MANUFACTURER THEREOF. RED ROVER
- CONSEQUENTIAL DAMAGES.** In no event shall either party be liable for consequential damages.
- JURISDICTION.** This Agreement shall be governed by the laws of, and all actions hereunder shall be brought in, the state of Nevada and venue shall be in the County of Washoe.
- ATTORNEYS FEES.** In the event a party must retain an attorney to enforce this Agreement, or in the event of litigation which arises as a result of any controversy, dispute, breach or construction of this Agreement, the prevailing party shall be entitled to recover, from the other party, all costs, expenses and reasonable attorney's fees incurred in connection with the enforcement efforts or litigation.

Grand Island Public Schools
 Transportation Routes
 Fiscal Year 2020 - 2021

Description	FY19-20 Rate @101.5% of FY18-19 Per Day	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount	Driver's Increase Percentage	Driver's Increase Amount	Driver's Increase Amount Per Day
Elementary	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Barr AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,306.08	\$7,891.09	\$71,019.83	\$5,286.25	\$7,891.09	0.05286249	\$2,851.40	\$16.58
Middle - Walnut AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
Middle - Walnut AM/PM (Double Route in 2019-2020)	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,306.08	\$7,891.09	\$71,019.83	\$5,286.25	\$7,891.09	0.05286249	\$2,851.40	\$16.58
Middle - Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Westridge #1	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
Middle - Westridge #2 AM/PM	\$443.64	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$76,305.45	\$7,891.03	\$71,019.24	\$5,286.21	\$7,891.03	0.052862052	\$2,851.38	\$16.58
GISH/Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
GISH/Walnut AM/PM	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.61	\$4,860.40	\$43,743.63	\$3,255.99	\$4,860.40	0.032559876	\$1,756.28	\$10.21
GISH AM/PM (New in 2018-2019)	\$273.25	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01160.000.400.519.00811	\$46,999.00	\$4,860.34	\$43,743.05	\$3,255.95	\$4,860.34	0.032559452	\$1,756.26	\$10.21
Skills Academy AM/PM	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
LEP Route - New Comers #1	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #2	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #3	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
LEP Route - New Comers #4	\$250.93	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$43,160.21	\$4,463.36	\$40,170.20	\$2,990.01	\$4,463.36	0.029900055	\$1,612.81	\$9.38
GISH, Barr, Walnut Shuttle	\$281.29	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$48,381.45	\$5,003.30	\$45,029.73	\$3,351.72	\$5,003.30	0.033517168	\$1,807.92	\$10.51
CPI AM-Noon-PM	\$348.79	0	11	19	21	18	15	19	18	16	20	15	172	01.2.01150.000.400.519.00000	\$59,992.35	\$6,204.03	\$55,836.26	\$4,156.08	\$6,204.03	0.041560841	\$2,241.79	\$13.03
SPED Daily Route 1	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 2	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 3	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 4	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 5	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 6	\$262.40	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$45,133.63	\$4,667.43	\$42,006.91	\$3,126.72	\$4,667.43	0.031267183	\$1,686.55	\$9.81
SPED Daily Route 7	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
SPED Daily Route 8	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.91	\$9.52
SPED Daily Route 9	\$254.68	0	11	19	21	18	15	19	18	16	20	15	172	01.2.02792.000.120.519.00000	\$43,805.16	\$4,530.05	\$40,770.48	\$3,034.69	\$4,530.05	0.030346861	\$1,636.92	\$9.52
														FY19-20 Total	\$1,443,482.53	\$149,275.84	\$1,343,482.53	\$100,000.00	\$149,275.84		\$53,940.00	
														Less: Advance 08-01-2019	(\$100,000.00)							
														Net Balance Due (Pd over 9 months)	\$1,343,482.53		\$0.00		\$1,343,482.53			
														Monthly Amount (Sept - May)	\$149,275.84				\$100,000.00			
																			\$1,443,482.53			
														Per Day Rate	\$8,392.34				\$53,940			
Elementary Jefferson Shuttle	\$206.05	0	0	0	0	0	0	0	0	0	0	0	0	01.2.01160.000.400.519.00811	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Elementary Jefferson Shuttle	\$206.05	0	0	0	0	0	0	0	0	0	0	0	0	01.2.01160.000.400.519.00811	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
														SPED	01.2.02792.000.000.000.00000	\$446,022.45						

Grand Island Public Schools
 Transportation Routes
 Fiscal Year 2020 - 2021

Route	Description	FY20-21 Rate @101.5% of FY19-20 Per Day *	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_Barr1	Middle - Barr AM/PM	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.72	\$8,287.94	\$74,591.47	\$5,286.25	\$8,287.94
M_Wal1	Middle - Walnut AM/PM	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.72	\$8,287.94	\$74,591.47	\$5,286.25	\$8,287.94
M_Wal3	Middle - Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West1	Middle - Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West2	Middle - Westridge #1	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
M_West3	Middle - Westridge #2 AM/PM (Swing route - GISH, Walnut, Elem)	\$467.12	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$79,877.06	\$8,287.87	\$74,590.86	\$5,286.21	\$8,287.87
GISH1	GISH/Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
GISH2	GISH/Walnut AM/PM	\$287.72	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,199.51	\$5,104.84	\$45,943.53	\$3,255.99	\$5,104.84
GISH3	GISH AM/PM (New in 2018-2019)	\$287.71	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$49,198.88	\$5,104.77	\$45,942.93	\$3,255.95	\$5,104.77
Skills	Skills Academy AM/PM	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
NEW1	LEP Route - New Comers #1	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW2	LEP Route - New Comers #2	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW3	LEP Route - New Comers #3	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
NEW4	LEP Route - New Comers #4	\$264.21	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$45,180.40	\$4,687.82	\$42,190.39	\$2,990.01	\$4,687.82
Shuttle	GISH, Barr, Walnut Shuttle	\$396.18	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$50,646.03	\$5,254.92	\$47,294.31	\$3,351.72	\$5,254.92
Cont2	CPI AM-Noon-PM	\$367.25	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$62,800.40	\$6,516.03	\$58,644.31	\$4,156.08	\$6,516.03
SPED1	SPED Daily Route 1	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED2	SPED Daily Route 2	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED3	SPED Daily Route 3	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED4	SPED Daily Route 4	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED5	SPED Daily Route 5	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED6	SPED Daily Route 6	\$276.29	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$47,246.19	\$4,902.16	\$44,119.47	\$3,126.72	\$4,902.16
SPED7	SPED Daily Route 7	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
SPED8	SPED Daily Route 8	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.54	\$4,757.87	\$42,820.86	\$3,034.69	\$4,757.87
SPED9	SPED Daily Route 9	\$268.16	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$45,855.55	\$4,757.87	\$42,820.87	\$3,034.69	\$4,757.87
															FY20-21 Total	\$1,511,047.33	\$156,783.04	\$1,411,047.33	\$100,000.00	\$156,783.04
	NOTE														Less: Advance 08-01-2020		(\$100,000.00)			
	FY19-20 rates were adjusted for a 'drivers increase'.														Net Balance Due (Pd over 9 months)	\$1,411,047.33			monthly \$ * 9	\$1,411,047.33
															Monthly Amount (Sept - May)	\$156,783.04			Advance	\$100,000.00
															Per Day Rate	\$8,836.53			Total	\$1,511,047.33
																			Variance	\$0.00

Grand Island Public Schools

Transportation Routes
Fiscal Year 2020 - 2021

Route	Description	PARA	FY20-21 Rate @101.5% of FY19-20 Per Day *	Per Day Total	July DAYS	August DAYS	September DAYS	October DAYS	November DAYS	December DAYS	January 2016 DAYS	February 2016 DAYS	March 2016 DAYS	April 2016 DAYS	May 2016 DAYS	Total FY15-16 DAYS	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr1	Middle - Barr AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal1	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Wal3	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_West1	Middle - Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_West2	Middle - Westridge #1	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
M_Barr 3	** -Swing route. GISH, Walnut, Elementary	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH1	GISH/Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH2	GISH/Walnut AM/PM	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
GISH3	GISH AM/PM (New in 2018-2019)	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01160.000.400.519.00811	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
Skills	Skills Academy AM/PM	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW1	LEP Route - New Comers #1	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW2	LEP Route - New Comers #2	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW3	LEP Route - New Comers #3	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW4	LEP Route - New Comers #4	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
NEW5	LEP Route - New Comers #5 (New in 2020-2021)	\$0.00	\$264.00	\$264.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$45,144.00	\$5,016.00	\$45,144.00	\$0.00	\$5,016.00
Shuttle	GISH, Barr, Walnut Shuttle	\$130.00	\$220.00	\$350.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$59,850.00	\$6,650.00	\$59,850.00	\$0.00	\$6,650.00
Cont2	CPI AM-Noon-PM	\$0.00	\$0.00	\$0.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.01150.000.400.519.00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPED1	SPED Daily Route 1	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED2	SPED Daily Route 2	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED3	SPED Daily Route 3	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED4	SPED Daily Route 4	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED5	SPED Daily Route 5	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED6	SPED Daily Route 6	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED7	SPED Daily Route 7	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED8	SPED Daily Route 8	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
SPED9	SPED Daily Route 9	\$130.00	\$0.00	\$130.00	0	14	19	20	16	14	18	18	18	19	15	171	01.2.02792.000.120.519.00000	\$22,230.00	\$2,470.00	\$22,230.00	\$0.00	\$2,470.00
																	FY20-21 Total	\$1,134,414.00	\$126,046.00	\$1,134,414.00	\$0.00	\$126,046.00
																	Less: Advance 08-01-2020	\$0.00				
																	Net Balance Due (Pd over 9 months)	\$1,134,414.00			monthly \$ * 9	\$1,134,414.00
																	Monthly Amount (Sept - May)	\$126,046.00			Advance	\$0.00
																					Total	\$1,134,414.00
																	Per Day Rate	\$6,634.00			Variance	\$0.00

NOTE

FY19-20 rates were adjusted for a 'drivers increase'.

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Double Bus Routes and Hire Paras to monitor regular routes

Submitted By: Dr. Dexter

Date: July 9, 2020

1. What is the identified need?

As a result of COVID and the need to transport students in need of transportation we need to double regular routes and add para professionals to provide for social distancing

2. Administrative Rationale for BOE Agenda Item

All CARES Act dollars requests are to be submitted to the BOE for prioritizing and approval of funds

3. Proposed Action

Approve request for CARES Act dollars to pay for additional 28 para salaries and 14 double routes

4. Data/Research Assessed

Impact of social distancing on buses to keep students safe

5. Stakeholder Group(s) Involved

Transportation Team: Holiday Travel, Calvin Hubbard, Rod Foley, Lee Jacobsen, Virgil Harden, Dan Petsch, Dr. Grover

6. Summary

In order to follow district guidelines to wear masks and social distance as much as possible we need to add 28 paras and 14 routes to transport students to school - this does not include activity routes

7. Fiscal Impact

Amount: 1,082,800.00

Source: CARES Act

Details: Total for 2020/21 School Year -
COVID-19 Routes - \$529,760.00
(14 Double Routes x 172 days @ \$220.00 per day)

COVID-14 Para's - Big Bus Routes \$313,040.00
(14 Para's @ 6.5 Hours Per Day x 172 Days)

We maybe able to cover this internally:
COVID-19 Para's - Skills/LEP/SPED
\$240,800.00
Skills - 1 Para @ 5 Hours Per Day x 172 Days.
LEP - 4 Para's @ 5 Hours Per Day x 172 Days.
SPED - 9 Para's @ 5 Hours Per Day x 172 Days.

8. Person(s) Responsible for Implementation

Dr. Dexter

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Approve the application for CARES Act Funds

Timeline: Aug 1, 2020 to approve final hires and schedule

▲ Follow-Up

F/U with: Cabinet Board Board Committee: F&F

Actions: Reimagined: support all students needing transportation; Select: number of students needing transportation will decrease; Remote: students will not need transportation

Timeline: 1 month 3 months 6 months annually N/A

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Double Bus Routes and Hire Paras to monitor regular routes

Submitted By: Dr. Dexter

Date: July 9, 2020

1. What is the identified need?

As a result of COVID and the need to transport students in need of transportation we need to double regular routes and add para professionals to provide for social distancing

2. Administrative Rationale for BOE Agenda Item

All CARES Act dollars requests are to be submitted to the BOE for prioritizing and approval of funds

3. Proposed Action

Approve request for CARES Act dollars to pay for additional 28 para salaries and 14 double routes

4. Data/Research Assessed

Impact of social distancing on buses to keep students safe

5. Stakeholder Group(s) Involved

Transportation Team: Holiday Travel, Calvin Hubbard, Rod Foley, Lee Jacobsen, Virgil Harden, Dan Petsch, Dr. Grover

6. Summary

In order to follow district guidelines to wear masks and social distance as much as possible we need to add 28 paras and 14 routes to transport students to school - this does not include activity routes

7. Fiscal Impact

Amount: 1,082,800.00

Source: CARES Act

Details: Total for 2020/21 School Year -
COVID-19 Routes - \$529,760.00
(14 Double Routes x 172 days @ \$220.00 per day)

COVID-14 Para's - Big Bus Routes \$313,040.00
(14 Para's @ 6.5 Hours Per Day x 172 Days)

We maybe able to cover this internally:
COVID-19 Para's - Skills/LEP/SPED
\$240,800.00
Skills - 1 Para @ 5 Hours Per Day x 172 Days.
LEP - 4 Para's @ 5 Hours Per Day x 172 Days.
SPED - 9 Para's @ 5 Hours Per Day x 172 Days.

8. Person(s) Responsible for Implementation

Dr. Dexter

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Approve the application for CARES Act Funds

Timeline: Aug 1, 2020 to approve final hires and schedule

▲ Follow-Up

F/U with: Cabinet Board Board Committee: F&F

Actions: Reimagined: support all students needing transportation; Select: number of students needing transportation will decrease; Remote: students will not need transportation

Timeline: 1 month 3 months 6 months annually N/A

Kneale Administration Building

Kris Spellman

Director of Nutrition Services



July 16, 2020

To: Board of Education
Virgil Harden, Chief Financial Officer
Dr. Robin Dexter

From: Kris Spellman, Director of Child Nutrition

Re: Meal Price Proposal for 2020-2021 School Year

Grand Island Public Schools Nutrition Services Department strives to provide healthy, tasty meals that comply with USDA guidelines to students at a fair price. Below are the proposed meal prices for Grand Island Public Schools for the 2020-2021 school year. Nutrition Services has historically maintained a positive cash balance by incrementally raising meal prices a relatively small amount each year. Since the passage of the Healthy, Hunger Free Kids Act of 2010 the USDA has required that districts work toward "Paid Lunch Equity" meaning that the Free and Reduced price meal reimbursements are not to subsidize paid meals.

The USDA provides a calculation tool to determine the current average weighted price and recommends an amount by which to increase the price, which is not to exceed \$.10 per meal price per year. The proposed price increase for the 20-21 school year is \$0.10 at all levels. This increase ensures that the average meal price (for Elementary, Middle and High School) is at the minimum weighted average price required. Breakfast prices will also be increased by this amount.

The adult meal price will be verified when the USDA releases the reimbursement rate for meals, usually the second week of July. Reduced meal prices will remain the same, as this rate is set by the federal government.

Proposed meal prices for NON CEP Grand Island Public Schools for the 2020-2021 school year are as follows:

	Full Price	Reduced Price	Net Increase
Elementary Breakfast (NON CEP & PROV. 2)	\$2.20	\$.30	\$0.10
Elementary Lunch (NON CEP)	\$2.75	\$.40	\$0.10
Middle School Breakfast (NON PROV 2)	\$2.20	\$.30	\$0.10
Middle School Lunch	\$2.95	\$.40	\$0.10
Senior High Breakfast	N/C	N/C	N/A
Senior High Lunch	\$3.05	\$.40	\$0.10
Adult Breakfast	\$2.50*	n/a	\$0.10
Adult Lunch	\$3.90*	n/a	\$0.10

*Estimated Price; Adult meals are charged at the rate USDA sets for the free reimbursement meal price, which is the amount the USDA calculates as the total cost of the meal. The adult meal prices listed above * may be adjusted when reimbursement information is released by the USDA during the first week of July.

Thank you for your consideration.

123 South Webb Road • Grand Island, NE 68803
308 385-5900 • Fax 308 385-5976 • kspellman@gips.org • www.gips.org

Every Student, Every Day, A Success

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Payment Services Agreement

Submitted By: Virgil Harden

Date: 08/13/2020

1. What is the identified need?

Eliminate in house paper check writing to reduce fraud risk and move to modern day electronic processing of accounts payable on a more timely basis reducing cost, time, and errors.

2. Administrative Rationale for BOE Agenda Item

Three party agreement needing official Board of Education approval.

3. Proposed Action

Approve the agreement as presented. Plan and develop an implementation plan with Tyler Technologies, Nvoicepay, Inc., and GIPS.

4. Data/Research Assessed

Self evident best practise

5. Stakeholder Group(s) Involved

Business office personnel, Facilities and Finance Committee

6. Summary

This "Payment Services Agreement" is a three way agreement between Tyler Technologies, Nvoicepay, Inc., and Grand ISland Public Schools for the electronic payment of accounts payable.

7. Fiscal Impact

Amount: Estimated savings of between \$35,000 - \$45,000

Source: NA

Details: NA

8. Person(s) Responsible for Implementation

Chief Financial Officer

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Ongoing

Timeline: Within 90 to 180 days of agreement being approved

▲ Follow-Up

F/U with: ___ Cabinet ___ Board ___ Board Committee: Facilities and Finance

Actions: Review process and estimated versus actual savings.

Timeline: ___ 1 month ___ 3 months X 6 months ___ annually ___ N/A

Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the “**Agreement**”), which is made and entered into by and between the customer named in the signature block below (“**Customer**”), Tyler Technologies, Inc., a Delaware corporation (“**Tyler**”), and Nvoicepay, Inc., an Oregon corporation (“**Nvoicepay**”), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and Nvoicepay are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**”) and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the “**Effective Date**”). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to that certain software license sales agreement dated 1/14/2019 (the “**Master Agreement**”) under which Customer has purchased the right to use certain Tyler software (“**Tyler Software**”);

WHEREAS, through the Tyler Software, Nvoicepay facilitates ACH, check, and other virtual payments to vendors (“**Vendor Payment Services**”) in accordance with the terms set forth in the Nvoicepay Terms of Use attached hereto as Exhibit A and incorporated herein (“**Terms of Use**”). As used in the Terms of Use, “you” means Customer and “your” means Customer’s;

WHEREAS, the use of Vendor Payment Services by Customer may generate certain rewards to ultimately be conveyed by Tyler to Customer in the form of a statement credit in accordance with the terms set forth in Exhibit B (the “**Revenue Share**”); and

WHEREAS, Customer desires that Tyler and Nvoicepay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Terms of Use.** As a condition to Tyler and Nvoicepay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Nvoicepay, through a Tyler Software interface with Nvoicepay Software, all of Customer’s required information and all of Customer’s required vendor payment information set forth in Section 1 of the Terms of Use. Nvoicepay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquiries related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler’s discretion, Customer inquiries may be passed to Nvoicepay. Tyler will have access to Customer’s instance of Nvoicepay Software in order to support the Customer.
3. **Vendor Payment Services.** Nvoicepay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Nvoicepay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Tyler will provide Customer with: (a) Revenue Share to Customer in accordance with Exhibit B; and (b) annual reports made available in a form substantially similar to the template attached hereto as Exhibit C (“**Annual Reports**”). Annual Reports, subject to adjustment from time to time in Tyler’s sole discretion, shall be delivered or made available no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.

4. Term; Termination.

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Nvoicepay, with prompt notice thereafter to Tyler. This Agreement may be terminated immediately at the option of Tyler, in its sole discretion, by written notice to the other parties hereto.

5. Representations by Nvoicepay. Nvoicepay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:

- a. In transmitting or depositing Customers’ funds, and having its third party service providers transmit or deposit funds under this Agreement, Nvoicepay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;
- b. Nvoicepay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
- c. Nvoicepay will cause the settlement account to be set up with the processing bank such that the Customer’s funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Nvoicepay’s associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Nvoicepay shall maintain a data security plan (“**Security Plan**”) which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Nvoicepay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Nvoicepay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler’s systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Nvoicepay shall comply with all applicable privacy laws and regulations. Nvoicepay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Nvoicepay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.

6. Indemnification by Nvoicepay. Nvoicepay shall indemnify, defend, and hold harmless Customer and its

directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Nvoicepay in Section 5 in accordance with the indemnification provisions of the Terms of Use.

7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Nvoicepay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Nvoicepay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.
11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all parties. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a "**Force Majeure Event**"). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____
Name: Rob Kennedy-Jensen
Title: Director of Contracts
Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Legal Department

Nvoicepay, Inc.

By: _____
Name: Tana Law
Title: Senior Vice President
Date: _____

Address for Notices:
Nvoicepay, Inc.
8905 SW Nimbus Avenue, Suite 240
Beaverton, OR 97008
Attention: Legal Department

Grand Island Public Schools
Infinite Visions

By: _____
Name: Virgil Harden
Title: Chief Financial Officer
Date: _____

Address for Notices:
Grand Island Public Schools
123 S Webb Road
Grand Island, NE 68803
Attention: Business Office

Exhibit A

Nvoicepay Terms of Use

Your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services is governed by this Terms of Use (this "TOU"). In order to make electronic payments using the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must provide information to Nvoicepay and accept the terms and conditions of this TOU. "Nvoicepay Software" means the Nvoicepay software made available to you in connection with the Nvoicepay Vendor Payment Services; and "Nvoicepay Vendor Payment Services" mean the ACH, payment card, cross-border ACH, cross-border wire, and printed check payment services offered by Nvoicepay under this TOU.

1. Information You Provide Nvoicepay; User IDs, Passwords and Vendor list.

- a. You are responsible for keeping all information you provide to Nvoicepay, whether directly or indirectly through Tyler, accurate and up-to-date, including the proper identification of your bank account(s), authorized contacts, e-mail addresses, and mailing address(es). Nvoicepay will have no liability for relying on any information (including, without limitation, any vendor payment information (as defined below)) provided by you or Tyler on your behalf. If the wrong bank account is debited or incorrect vendor is paid in reliance upon information provided by you, Nvoicepay will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services for providing inaccurate or incomplete information.
- b. You shall provide your vendor list ("**your vendor list**") and the name, address (including country), complete banking information, and payment method to be used for each vendor you intend to pay using Nvoicepay software and Nvoicepay Vendor Payment Services ("**vendor payment information**") to Nvoicepay, whether directly or indirectly through Tyler, and identify any individuals or vendors outside the U.S. you intend to pay using Nvoicepay Software and Nvoicepay Vendor Payment Services.

2. Services.

- a. Upon receipt of vendor invoices from you, Nvoicepay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Nvoicepay is not a bank or money services business ("**MSB**") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB services. You acknowledge that Nvoicepay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your vendors; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular vendor. Nvoicepay will electronically debit funds from your bank account as identified to Nvoicepay by you (the "**Customer Transaction Account**") to instruct payment of all invoices received from you. Prior to any such debit, you agree to provide written authorization to your bank expressly authorizing Nvoicepay to debit the Customer Transaction Account for the purpose of rendering the Nvoicepay Vendor Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").
- b. For each vendor invoice for which Nvoicepay makes a payment, Nvoicepay will forward remittance information provided by you to the applicable vendor.
- c. You shall be responsible for ensuring invoices are entered into your accounting system and sent to Nvoicepay for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring the Nvoicepay Software is under your control and for all transactions conducted using the user ID and password you use to access and/or use the Nvoicepay Software and Nvoicepay Vendor Payment Services.
- d. You may make a stop payment request for any invoice Nvoicepay receives from you by contacting Nvoicepay Technical Support at techsupport@nvoicepay.com. If you request a stop payment, Nvoicepay will use reasonable efforts to act on such request, but Nvoicepay will not be liable if such stop payment request is not affected. Nvoicepay will work with you to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Nvoicepay may not have the ability to reverse such payment transaction. If you request to cancel or stop a payment to a vendor outside the U.S., you will bear any, and all currency exchange costs and processing fees associated with the reversal of the payment.
- e. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Nvoicepay Vendor Payment Services due to the actions or inactions of you, your vendors, or Nvoicepay, as applicable. You agree to promptly notify Nvoicepay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Nvoicepay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Nvoicepay will work expeditiously to resolve such payment error and will keep you informed throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the actions or inactions of Nvoicepay.
- f. For payments to vendors inside the U.S.:
 - (1) Upon receipt of your vendor list, Nvoicepay shall review it and flag any duplicates and vendors who are individuals. Nvoicepay will then match the vendors remaining on your vendor list against Nvoicepay's database of vendors who have already signed up to receive payments sent by Nvoicepay on behalf of its customers (the "**Nvoicepay Vendor Database**").

- (2) Nvoicepay shall, in the form agreed by you (e.g., by an email explaining that Nvoicepay is operating as your payment provider), contact any vendor on your vendor list that is not in the Nvoicepay Vendor Database to sign up to receive payments. You acknowledge and agree that each vendor shall notify Nvoicepay of the electronic payment method to be used to make payments of such vendor's invoices ("**vendor payment method**"). In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor inside the U.S., Nvoicepay shall not be liable for any payments made in reliance upon such vendor payment information.
- g. For payments to vendors outside the U.S.:
- (1) Nvoicepay requires one Business Day to complete a review of all vendor payment information for vendors outside the U.S. before a payment can be made. Nvoicepay will have no liability for currency exchange costs or payment transaction costs for relying on the information you provide.
 - (2) For payments which require a currency translation, you will be able to view the currency exchange rate that will apply to a payment to be made to a vendor outside the U.S. to exchange U.S. Dollars into the applicable payment currency. Once you view the currency exchange rate that will apply to such payment and click on the 'Lock Rate' button, you will have entered into a binding contract to purchase currency. You acknowledge it may not be possible to cancel such purchase. If you cancel a payment for which you have clicked 'Lock Rate', you are responsible for the payment of all bank fees and costs associated with canceling such payment and returning funds, including any trading losses. You acknowledge and agree that Nvoicepay will not make payment of any vendor invoice it receives from you for a vendor outside the U.S. until you have clicked the 'Lock Rate' button for the currency exchange rate to be applied to such payment.
 - (3) In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor outside the U.S., Nvoicepay shall not be liable for any payments made in reliance of such vendor payment information.
 - (4) Nvoicepay cannot guarantee the same currency exchange rate for all payments made under this TOU.
 - (5) Cambridge Mercantile Corp. (U.S.A.) dba Cambridge Global Payments will be providing money transfer services in connection with electronic payments to vendors outside the U.S. and holds all requisite licenses to provide such services.
- h. Nvoicepay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Nvoicepay makes a payment of an invoice on a day that is not a Business Day in the jurisdiction where the vendor is located, the payment date will be processed on the next Business Day.
- i. You agree not to use Nvoicepay Software or Nvoicepay Vendor Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Nvoicepay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Nvoicepay deems, in its reasonable discretion, to pose a reputational risk to Nvoicepay.
- j. Nvoicepay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you at its absolute discretion without any liability to you provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

3. Funds Flow

- a. When Nvoicepay receives an invoice from you **not later than 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Nvoicepay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 2, ("**Business Day 3**"); and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business.
- b. When Nvoicepay receives an invoice from you **after 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 3; and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network.
- c. If Nvoicepay receives an invoice from you for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services.

4. Equipment and Software.

To use the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must have your own Internet Service Provider (“ISP”) or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Nvoicepay is not responsible for the actions or inactions of your ISP or other Internet access provider. Nvoicepay is not responsible for any error, failure or malfunction of your computer or your or Tyler’s software. Nvoicepay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Tyler’s firewall, computer hardware, computer software, or computer network through which you access the Nvoicepay Software and/or Nvoicepay Vendor Payment Services.

5. Nvoicepay Software Ownership, License and Restrictions.

- a. Nvoicepay owns all of the right, title and interest in and to the Nvoicepay Software and Nvoicepay Vendor Payment Services. The Nvoicepay Software and Nvoicepay Vendor Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.
- b. Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Nvoicepay hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Nvoicepay Software solely in the format provided to you by Nvoicepay for the sole purpose of accessing and using the Nvoicepay Vendor Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Nvoicepay Software.
- c. You agree not to use the Nvoicepay Software or Nvoicepay Vendor Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Nvoicepay and its licensors.
- d. You agree to use the Nvoicepay Software and Nvoicepay Vendor Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Nvoicepay reasonably suspects that your account with Nvoicepay has been or is being used for any unauthorized, illegal, or criminal purpose, Nvoicepay may share information about you, your account with Nvoicepay, and any of your transactions with law enforcement, provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

6. Confidentiality and Privacy

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this agreement or as otherwise authorized by this Agreement, and may only disclose such information with the prior written consent of the other party or if required by applicable law. You acknowledge that Nvoicepay may, without prior notice to you disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Nvoicepay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither vendor payment information nor vendor payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without limitation, a name, an identification number, location data, an online identifier or one or more factors specific to a natural person’s physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Nvoicepay as it is not necessary to complete payment instructions to business entities. In the event that you use the Nvoicepay Software or Nvoicepay Vendor Payment Services to make payments to your employees or vendors residing or located in the European Union, you acknowledge and agree that Nvoicepay is facilitating such payments at your behest and not in connection with the offering of Nvoicepay services to such employees or vendors.

7. Compliance

Nvoicepay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Nvoicepay’s final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Nvoicepay may choose to perform such audit and/or certify to such established industry standard selected by Nvoicepay in place of those in the preceding sentences. Nvoicepay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance. Security Commitments are available at <https://www.nvoicepay.com/security-commitment/>

8. Termination

Nvoicepay may terminate your use of Nvoicepay Software and Nvoicepay Vendor Payment Services at any time if: (a) you materially breach this TOU; (b) Nvoicepay is required to do so by law; and/or (c) Nvoicepay elects to discontinue the Nvoicepay Software and Nvoicepay Vendor Payment Services. Nvoicepay or Comdata, Inc. (“Comdata”) may immediately terminate this TOU and the associated payment services in the event MasterCard prohibits the payment services, the issuing bank ceases to be a network member, or the issuing bank ceases to be the Comdata card issuer, provided that Nvoicepay and Comdata shall endeavor to provide Customer with advance notice of any such event. Additionally, Nvoicepay may terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services at any time without cause by providing you with 60 days’ prior written notice of such termination. Each party’s rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination.

9. Notices

Nvoicepay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Nvoicepay via email at legal@nvoicepay.com or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

10. Subcontracting

You agree that Nvoicepay may engage any third-party contractor in order to perform its responsibilities under this TOU, provided that Nvoicepay shall be responsible for such performance.

11. Insurance

Nvoicepay will maintain insurance policies with the following coverage: (a) Client Coverage for Crime including coverage for direct loss of money, securities, of property, resulting from theft or forgery of financial documents, employee dishonesty, computer fraud, funds transfer fraud, and theft or forgery of clients property with a limit of liability of US\$25,000,000 per loss; (b) Network Security, Privacy Liability, and Cyber Coverage including the following arising solely from a failure of Nvoicepay's network security: unauthorized access; transmission of virus or malicious code, theft of Personally Identifiable Information; destruction of data stored on Nvoicepay's computer system; unauthorized release of PII/PHI Data with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. (c) Errors & Omissions Coverage including negligence or errors in the technology product or in the performance of the technology services with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. Nvoicepay will provide you with a Certificate of Insurance showing Nvoicepay's insurance coverage within thirty (30) days of the date of this TOU. Each year, upon your request, Nvoicepay will provide you an updated Certificate of Insurance.

12. Representations, Warranties, and Disclaimers.

- a. Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.
- b. You additionally represent and warrant to Nvoicepay that (i) you are a corporate or public entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not considered a shell bank, non-licensed bank, or MSB; and (iii) you will obtain proper authorization to provide Nvoicepay with the information that is owned by and/or relates to any third party prior to providing such information to Nvoicepay. You acknowledge that Nvoicepay may, directly or through third parties, make any inquiries that Nvoicepay considers necessary to validate your identity and/or any information provided by you.
- c. Nvoicepay additionally represents and warrants to you that Nvoicepay will perform the Nvoicepay Vendor Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Nvoicepay of a material failure of Nvoicepay to perform any of its obligations under this TOU, Nvoicepay will use reasonable efforts to cure such failure at its cost and expense.
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, NVOICEPAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES. NVOICEPAY DOES NOT MAKE ANY WARRANTY THAT THE NVOICEPAY SOFTWARE OR NVOICEPAY VENDOR PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

13. Indemnification

- a. You shall indemnify, defend and hold harmless Nvoicepay, and each of its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Nvoicepay Software and Nvoicepay Vendor Payment Services, unless caused by an action or inaction of Nvoicepay not taken at your direction.
- b. Nvoicepay shall indemnify, defend and hold harmless you, and each of your affiliates, and your respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions,

proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to any breach by Nvoicepay of this TOU or other written agreement between the parties hereto.

14. Limitation of Liability

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU AND AMOUNTS SENT BY CUSTOMER TO NVOICEPAY FOR PAYMENT OF VENDOR INVOICES HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL EXCEED UNDER ANY CIRCUMSTANCES, THE TOTAL AMOUNT RECEIVED BY NVOICEPAY WITH RESPECT TO PAYMENTS MADE BY NVOICEPAY TO CUSTOMER'S VENDORS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation.

16. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Nvoicepay may engage subcontractors as set forth in Section 10 above.

17. Government Regulation

IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides access to the payment services is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, MasterCard and the issuing bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides access to the payment services, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

18. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all agreements and privacy policies referred to herein and incorporated herein by reference, is the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Nvoicepay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Nvoicepay Software and Nvoicepay Vendor Payment Services following Nvoicepay making any revised version of this TOU available will constitute your acceptance of the revised version. Nvoicepay will not amend these TOU with respect to Sections 11, 12, 13, 14, or 18 in a manner that may detriment your rights without your prior written consent.

Exhibit B
Revenue Sharing Schedule

The amount of Revenue Share received by Customer is determined by the total spend of the customer via Vendor Payment Services for each month, net of Customer rebates and the transaction fees set forth herein (“Monthly Spend”).

Revenue Share = .50% of Interchange Rate¹ for Monthly Spend. Tyler reserves the right to reduce the Revenue Share total by any fees assessed by the credit card processor and not otherwise paid by Tyler. Customer shall be advised of such fees by notation in relevant Monthly Reports.

Transaction Fees = The following fees will be reduced from the Revenue Share

Transaction Type	Per Transaction Cost
Check	\$0.80 + Postage
ACH	\$0.28

Customer acknowledges and agrees that the Revenue Share set forth herein is an introductory number subject to change following the Initial Term. The parties hereto shall act in good faith to negotiate adjusted Revenue Share amounts prior to the conclusion of the Initial Term.

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees will be applied as a onetime fee.

Bank Account Set-Up fee	Fee
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice

Payment Terms

Tyler will provide annual Customer account credit to Customer based on the calculated Revenue Share amounts set forth above and in the preceding twelve (12) months of Monthly Reports. Payments shall be made only as a Customer account credit to be applied at discretion of Customer. Application of Revenue Share credit to Customer account shall occur within sixty (60) days of end of the then-current Term.

¹ An interchange rate is a fee that a merchant is required to pay with every credit card and debit card transaction.

Exhibit C
Annual Reports Template



Revenue Share Statement

Tyler's Customer

Rebate Frequency: Annual

Rebate Start Date: 01/01/2020

Rebate End Date: 12/31/2020

Product Line: IVE - Infinite Visions

	<u>Spend</u>	<u>Count</u>	<u>Rate</u>	<u>Revenue Share</u>
Totals				

<i>Applied to:</i>	Date	INV #	Product	Amount

Revenue Share Remaining @ End of Term:

Client Approval: _____
Signature Date

Tyler Approval: _____
Signature Date

Exhibit D
Tyler Sales Quotation²



Quoted By: Todd Mykleby
 Quote Expiration: 10/18/20
 Quote Name: AP Automation

Sales Quotation For:

Grand Island Public Schools
 123 S Webb Rd
 Michael S. Kneale Administration Building
 Grand Island NE 68803-5110
 Phone: +1 (308) 385-5900,,144

Tyler Annual

Description	Quantity	Unit Price	Discount	Annual
Additional Tyler Software				
AP Automation	1	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL:				\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Annual		\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

2020-186470-B3N3Z0

1 of 3

² Tyler Software included in the Sales Quotation is subject to the terms and conditions of the Master Agreement.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration

schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

6205 TITLE IX SEXUAL HARASSMENT (Staff)

It is the policy of the Grand Island Public Schools (GIPS) 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. GIPS 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 GIPS 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 GIPS 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 individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

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

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

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

Other Title IX Coordinator Duties

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

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

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

Cross Reference: 1310 NONDISCRIMINATION
 1311 BULLYING AND HARASSMENT
 6214 ABUSE OF STUDENTS BY EMPLOYEES
 6215 BULLYING AND HARASSMENT (Staff)
 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND

STUDENTS

6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION

7705 SPECIAL EDUCATION POLICIES

8420 STUDENT DUE PROCESS RIGHTS

8430 STUDENT DRESS CODE

8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES

8450 STUDENT DISCIPLINE

8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT

8454 HAZING

8455 BULLYING AND HARASSMENT

8530 SAFETY AND GENERAL WELFARE

8550 CHILD ABUSE AND NEGLECT

8551 ABUSE OF STUDENTS BY EMPLOYEES

8552 DATING VIOLENCE PREVENTION

Policy Approved: Aug. 13, 2020

6505.1 TITLE IX SEXUAL HARASSMENT DEFINITIONS

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 cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is

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

Response to a Formal Complaint

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

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

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

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

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

Emergency Response Measures

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

Investigation of a Formal Complaint

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

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make

a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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

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

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

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

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

Appeals

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

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

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

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

Informal resolution process

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

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

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

Recordkeeping

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

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

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

Approved Aug. 13, 2020

6205.2 Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment, should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or supervisor of the offending person, the Title IX Coordinator, the Executive Director of Human Resources, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator, the Executive Director of Human Resources, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. **Filing Formal Complaint:** An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Title: Dr. Robin R. Dexter, Associate Superintendent
 Coordinator for Student Complaints and Compliance Coordinator
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: rdexter@gips.org
 Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
 Coordinator for Staff Complaints
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: wstelk@gips.org
 Phone number: 308-385-5900

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions Upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The District also retains the right to remove a respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the

- determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
 - f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient'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, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. **This regulation does not limit or prohibit the District from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.**

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, 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 resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary, written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven years.

6505.2 TITLE IX Reporting Form

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

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

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

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

Name: _____

- The alleged victim is: Reporter’s Child Another Student Another Employee
- Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

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

III. Level of Report:

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

IV. Type of Report:

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

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? Yes No

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

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

Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

- No.
- Yes, please describe:

VII. Other Reports

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

No

Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- 1310 NONDISCRIMINATION
- 1311 BULLYING AND HARASSMENT
- 6214 ABUSE OF STUDENTS BY EMPLOYEES
- 6215 BULLYING AND HARASSMENT (Staff)
- 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
- 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
- 7705 SPECIAL EDUCATION POLICIES
- 8420 STUDENT DUE PROCESS RIGHTS
- 8430 STUDENT DRESS CODE
- 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
- 8450 STUDENT DISCIPLINE
- 8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT
- 8454 HAZING
- 8455 BULLYING AND HARASSMENT
- 8530 SAFETY AND GENERAL WELFARE
- 8550 CHILD ABUSE AND NEGLECT
- 8551 ABUSE OF STUDENTS BY EMPLOYEES
- 8552 DATING VIOLENCE PREVENTION
- Other _____

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

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

Yes

No

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

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

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

- Length of relationship.
- Type of relationship.

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

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

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

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

IX. Recommended Course of Action

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

- No further action at this time. Reason:
- 1310 NONDISCRIMINATION
 - 1311 BULLYING AND HARASSMENT
 - 6214 ABUSE OF STUDENTS BY EMPLOYEES
 - 6215 BULLYING AND HARASSMENT (Staff)
 - 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
 - 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
 - 7705 SPECIAL EDUCATION POLICIES
 - 8420 STUDENT DUE PROCESS RIGHTS
 - 8430 STUDENT DRESS CODE
 - 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
 - 8450 STUDENT DISCIPLINE
 - 8453 STUDENT SUSPENSION EXPULSION AND MANDAORY REASSIGNEMNT
 - 8454 HAZING
 - 8455 BULLYING AND HARASSMENT
 - 8530 SAFETY AND GENERAL WELFARE
 - 8550 CHILD ABUSE AND NEGLECT
 - 8551 ABUSE OF STUDENTS BY EMPLOYEES
 - 8552 DATING VIOLENCE PREVENTION
 - Other _____

X. Title IX Information to Complainant

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

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

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the

filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

Yes No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

Approved Aug. 13, 2020

8505 TITLE IX SEXUAL HARASSMENT (Student)

It is the policy of the Grand Island Public Schools (GIPS) 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. GIPS 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 GIPS 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 GIPS 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 individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent

Coordinator for Student Complaints and Compliance Coordinator

Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68803

Email: rdexter@gips.org

Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management

Coordinator for Staff Complaints

Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68803

Email: wstelk@gips.org

Phone number: 308-385-5900

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

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

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

Retaliation Prohibited

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

Confidentiality

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

Notice Requirements

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

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior

sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

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

Determination of Responsibility

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

Other Title IX Coordinator Duties

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

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

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

Cross Reference: 1310 NONDISCRIMINATION
 1311 BULLYING AND HARASSMENT
 6214 ABUSE OF STUDENTS BY EMPLOYEES
 6215 BULLYING AND HARASSMENT (Staff)
 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND

STUDENTS

6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION

7705 SPECIAL EDUCATION POLICIES

8420 STUDENT DUE PROCESS RIGHTS

8430 STUDENT DRESS CODE

8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES

8450 STUDENT DISCIPLINE

8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT

8454 HAZING

8455 BULLYING AND HARASSMENT

8530 SAFETY AND GENERAL WELFARE

8550 CHILD ABUSE AND NEGLECT

8551 ABUSE OF STUDENTS BY EMPLOYEES

8552 DATING VIOLENCE PREVENTION

Policy Adopted: 08.13.2020

8505.1 TITLE IX SEXUAL HARASSMENT DEFINITIONS

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 cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is

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

Response to a Formal Complaint

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

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

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

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

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

Emergency Response Measures

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

Investigation of a Formal Complaint

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

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

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

Dismissal of Formal Complaints

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

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

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

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

Evidence Review

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

Investigative Report

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

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make

a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

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

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

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

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

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

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

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

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

Appeals

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

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

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

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

Informal resolution process

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

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

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

Recordkeeping

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

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

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

Approved Aug. 13, 2020

8505.2 Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment, should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or supervisor of the offending person, the Title IX Coordinator, the Executive Director of Human Resources, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator, the Executive Director of Human Resources, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. **Filing Formal Complaint:** An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Title: Dr. Robin R. Dexter, Associate Superintendent
 Coordinator for Student Complaints and Compliance Coordinator
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: rdexter@gips.org
 Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
 Coordinator for Staff Complaints
 Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
 Email: wstelk@gips.org
 Phone number: 308-385-5900

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions Upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The District also retains the right to remove a respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the

- determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
 - f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient'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, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. **This regulation does not limit or prohibit the District from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.**

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, 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 resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary, written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven years.

6505.2 TITLE IX Reporting Form

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

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

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

FOR OFFICIAL USE ONLY

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

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

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

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

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

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

Name: _____

- The alleged victim is: Reporter’s Child Another Student Another Employee
- Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

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

Name(s):

The reported respondent(s) is/are:

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

III. Level of Report:

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

IV. Type of Report:

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

Nature of the Report (check all that apply):

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

V. Reported Conduct

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

How often did the conduct occur?

Is it being repeated? Yes No

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

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

Director of Special Education was contacted: _____

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

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

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

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

VI. Safety Concerns

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

- No.
- Yes, please describe:

VII. Other Reports

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

No

Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- 1310 NONDISCRIMINATION
- 1311 BULLYING AND HARASSMENT
- 6214 ABUSE OF STUDENTS BY EMPLOYEES
- 6215 BULLYING AND HARASSMENT (Staff)
- 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
- 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
- 7705 SPECIAL EDUCATION POLICIES
- 8420 STUDENT DUE PROCESS RIGHTS
- 8430 STUDENT DRESS CODE
- 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
- 8450 STUDENT DISCIPLINE
- 8453 STUDENT SUSPENSION EXPULSION AND MANDATORY REASSIGNMENT
- 8454 HAZING
- 8455 BULLYING AND HARASSMENT
- 8530 SAFETY AND GENERAL WELFARE
- 8550 CHILD ABUSE AND NEGLECT
- 8551 ABUSE OF STUDENTS BY EMPLOYEES
- 8552 DATING VIOLENCE PREVENTION
- Other _____

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

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

Yes

No

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

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

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

- Length of relationship.
- Type of relationship.

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

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

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

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

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

IX. Recommended Course of Action

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

- No further action at this time. Reason:
 - 1310 NONDISCRIMINATION
 - 1311 BULLYING AND HARASSMENT
 - 6214 ABUSE OF STUDENTS BY EMPLOYEES
 - 6215 BULLYING AND HARASSMENT (Staff)
 - 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
 - 6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
 - 7705 SPECIAL EDUCATION POLICIES
 - 8420 STUDENT DUE PROCESS RIGHTS
 - 8430 STUDENT DRESS CODE
 - 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
 - 8450 STUDENT DISCIPLINE
 - 8453 STUDENT SUSPENSION EXPULSION AND MANDAORY REASSIGNEMNT
 - 8454 HAZING
 - 8455 BULLYING AND HARASSMENT
 - 8530 SAFETY AND GENERAL WELFARE
 - 8550 CHILD ABUSE AND NEGLECT
 - 8551 ABUSE OF STUDENTS BY EMPLOYEES
 - 8552 DATING VIOLENCE PREVENTION
 - Other _____

X. Title IX Information to Complainant

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

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

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the

filing of a formal complaint.

3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

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

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

XI. Title IX Coordinator Signature

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

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

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

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

Yes No

Complainant's Signature: _____

Date: _____

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

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

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

Title IX Coordinator's Signature: _____

Date: _____

Approved Aug. 13, 2020

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: Add Virtual High School Teacher and Virtual Program Coordinator to the 2020-2021 Extra Standard Salary Schedule.

Submitted By: Wayne Stelk

Date: 8/13/20

1. What is the identified need?

To provide a structure to assign students in the virtual high school to staff who will provide support to ensure students are successful in the virtual environment.

2. Administrative Rationale for BOE Agenda Item

Students enrolled in the Virgul High and taking course through Edmentum will need to have teachers who regularly connect with them to monitor progress, encourage engagement and assist when students struggle.

3. Proposed Action

To approve the positions of Virtual High School Teacher and Virtual Program Coordinator to the 2020-2021 Extra Standard Salary Schedule.

4. Data/Research Assessed

Best practices in online learning, virtual high school registrations.

5. Stakeholder Group(s) Involved

Students

6. Summary

The addition of these positions to the Extra Standard Salary schedule will allow GIPS to support the 300+students in the virtual high school and does not require the district to add more full time certified FTE's.

7. Fiscal Impact

Amount: \$105,000

Source: General Fund

Details:

8. Person(s) Responsible for Implementation

Wayne Stelk, Jeff Gilbertson

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Student achievement data in the virtual high school.

Timeline: End of 2020-2021 school year.

▲ Follow-Up

F/U with: Cabinet Board Board Committee: Leading for Learning _____

Actions:

Timeline: 1 month 3 months 6 months annually N/A

GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

Proposal: 2020-2021 Substitute Teacher Pay

Submitted By: Wayne Stelk

Date: 8/13/20

1. What is the identified need?

To maintain a competitive pay package for substitute teachers

2. Administrative Rationale for BOE Agenda Item

GIPS needs to maintain a competitive rate of pay for substitute teachers, so that certified vacancy fill rates can be maintained in the 94-96% range.

3. Proposed Action

To approve 3.25 % substitute teacher pay package (i.e. \$149/day for short-term regular substitute certificates)

4. Data/Research Assessed

Surveyed surrounding school districts that GIPS competes with for substitute teachers.

5. Stakeholder Group(s) Involved

Students and certified staff

6. Summary

Approval of this recommendation will allow GIPS to maintain an acceptable 94-96% fill rate for certified vacancies.

7. Fiscal Impact

Amount: \$40,000

Source: General Fund

Details: Additional cost based upon prior absence rates.

8. Person(s) Responsible for Implementation

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Enter 20-21 substitute teacher pay schedule in iVisions and communicate new rates to substitute teachers.

Timeline: Effective August 12, 2020.

▲ Follow-Up

F/U with: Cabinet Board Board Committee:
 Personnel _____

Actions:

Timeline: 1 month 3 months 6 months annually N/A

Grand Island Public Schools
 Substitute Pay Rate History
 For The Fiscal Years 2020 - 2021 Through 2016 - 2017

CATEGORY	<i>Fiscal Year 2020 - 2021</i>	<i>Fiscal Year 2019 - 2020</i>	<i>Fiscal Year 2018 - 2019</i>	<i>Fiscal Year 2017 - 2018</i>	<i>Fiscal Year 2016 - 2017</i>
Substitute - Local Certificate - Regular ^	\$149.00	\$144.00	\$144.00	\$130.00	\$128.00
Substitute - Local Certificate - Long Term	\$159.00	\$154.00	\$154.00	\$140.00	\$138.00
Substitute - Full Certificate - Regular	\$149.00	\$144.00	\$144.00	\$137.00	\$135.00
Substitute - Full Certificate - Long Term	\$186.00	\$181.00	\$181.00	\$174.00	\$172.00
Substitute - Retired Teacher - Regular %	\$157.00	\$152.00	\$152.00	\$145.00	\$143.00
Substitute - Retired Teacher - Long Term	\$194.00	\$189.00	\$189.00	\$184.00	\$182.00
Base Salary (Indexed)	\$36,071.08	\$35,345.80	\$35,345.80	\$34,860.80	\$34,210.00
Base Salary (Non-Indexed)	\$8,563.92	\$7,639.20	\$7,639.20	\$7,639.20	\$7,500.00
TOTAL	<u>\$44,635.00</u>	<u>\$42,985.00</u>	<u>\$42,985.00</u>	<u>\$42,500.00</u>	<u>\$41,710.00</u>
Contract Days	187	187	187	187	187
BA Step 1 Per Diem (Indexed)	\$192.89	\$189.01	\$189.01	\$186.42	\$182.94
BA Step 1 Per Diem (Non-Indexed)	\$45.80	\$40.85	\$40.85	\$40.85	\$40.11
BA Step 1 Per Diem (Total)	\$238.69	\$229.87	\$229.87	\$227.27	\$223.05
Substitute Incentive - Monthly *	\$150.00	\$150.00	\$150.00	\$150.00	\$0.00
Substitute Incentive - Annual ~	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
In-House Substitute (Secondary Level) Per Period	\$29.80	\$28.80	\$28.80	\$27.40	\$27.00
In-House Substitute (Elementary Level) Per Hour	\$19.87	\$19.20	\$19.20	\$18.27	\$18.00
Approved by BOE on:	08/13/2020	01/10/2019	01/10/2019	09/14/2017	09/08/2016
Effective	08/05/2020	01/05/2019	01/05/2019	09/05/2017	08/05/2016
T&L Curriculum Rate	\$25.72	\$25.20	\$25.20	\$24.86	\$24.39

Note:

- ^ Pay same rate for both local and regular substitute certificates
- % Pay any retired substitute teacher (not just retired from GIPS)
- * Working 85% of days available
- ~ Working 125 days or more per school year

Kneale Administration Building



TO: Facilities & Finance Committee
RE: Minutes from Meeting, Tuesday, August 4, 2020

Mr. Virgil D. Harden, MBA, RSBA, SFO
Chief Financial Officer
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Members Present: Dr. Dan Brosz, Mr. Carlos Barcenas, Mrs. Kelly Enck,
Mr. Terry Brown, Dr. Tawana Grover, Mr. Virgil Harden, Mr. Dan Petsch

NEW BUSINESS:

1. Bills Listing – Mr. Harden
2. Request for Proposals: none
3. Nutrition Services Update: Mrs. Kris Spellman informed the committee that the USDA has issued some waivers; however, at this time, the district will have to charge for the meals for virtual learners unless they qualify for free or reduced meals. Students from the CPE schools will not be charged. Mrs. Kris Spellman said some legislation has been introduced but it is unlikely it will be approved prior to school starting next week. The district will have to adjust and adapt and get kids fed. The NDE is to clarify information for the buildings that qualify for CPE. Lincoln Howard Wasmer Jefferson Knickrehm Free Meals. Mrs. Kris Spellman also presented information on the meal price proposal for the 2020-2021 school year. It is recommended to increase meals \$.10 per meal price per year.
4. Information Technology Update: Mr. Cory Gearhart reported on the quote for Managed Methods. Managed Methods would take the place of Cloud Lock which sits in between the user and the cloud. The suppliers raised the price 250% when it was purchased by Cisco. Managed Methods has more capabilities that will be good features to have. The cost is \$26,375 for staff and students.
 - 4G LTE Network: Mr. Cory Gearhart reported he had been researching the possibility of the district owning its' own 4G Network. It will take 3 cell towers to cover the entirety of Grand Island. The plan is to start with one in the Howard area. There were 65 jetpacks in range of Howard so putting it at Howard makes good sense. The cost is \$820 per year after paying the initial set-up and installation. The initial cost is \$51,230.56. The next installation would probably be in the Starr/Stolley/Gates area. Mr. Cory Gearhart hopes to cover the cost with COVID-19 funds; he applied for double that amount. There will be some general fund dollars to redirect to the project. The goal is to have this completed by the end of September (at Howard). This will be WIFI. IT will program the Chromebooks to connect to receiver. There will be very little interaction by to connect by the student. This will be both an Information and Action item at the Board Meeting.
5. Creative Leadership Solutions: Dr. Toni Palmer was present to discuss additional needs for training. Training and Support is needed for the GIPS Virtual School. There will be support for both teachers and administrators. Amanda Wolford will be the leader. She is well known across the nation. The cost for the training through American Alliance for Innovation Systems is \$21,115.00 paid for through L4L. Training will included 3 times

Phone: (308) 385-5900 x 1144
Fax: (308) 385-5949
Email: vharden@gips.org
Web: www.gips.org

per month from September to April for elementary and 4 times per month for secondary teachers from September to April. The numbers of staff include: 29 elementary, 1 core team in middle school and 9th grade academy with 10-12 differing by classes.

6. Review of Depreciation and Special Building Fund: Mr. Virgil Harden reviewed the Depreciation Fund. Total Funds Available June 1, 2020, were \$2,034,048.83. There were disbursements in June of \$50,718.97 and encumbrances of \$68,729.20 in July. The Available Balance July 31, 2020, was \$1,914,600.66. Total Funds Available in the Special Building Fund on June 1, 2020, were \$5,132,630.65. There were disbursements of \$589,577.32 in June, and encumbrances in July of \$14,244.95. The Available Balance on July 31, 2020, was \$4,528,808.38.
7. Review of the General Fund: Mr. Virgil Harden reported that, due to circumstances we are in, the General Fund is doing well. Receipts are at 83.33% and Expenditures are also at 83.33%.
8. Review of Payroll Summary and Payroll Administrator Position: Payroll totals for the year are at \$85,297,101.54. This is an increase over last year of \$600,224.54.
9. Federal Programs Update and Financial Report(s): Mr. Virgil Harden reported that spending was moving along great and then pretty much came to an end last March. The total budget was \$11,000,000 this year. Next year, this budget will be increased by \$2,000,000. Activity has picked up again.
10. Bond Debt Refinancing & Lease Update: Mr. Virgil Harden advised the committee of the good news that the S&P Global Ratings assigned its AA- rating for the Grand Island Public Schools. At the same time, we affirmed our AA-1 long-term rating on the district's outstanding GO debt. The outlook is stable.
11. Memorial Stadium Track Latent Condition Change Order: Mr. Dan Petsch reviewed Change Order #10. The total of the change order is \$490,823.93 which includes a cost of \$474,602.45 for the asphalt work on the track. The field turf patching for \$2,797.48 is for the scoreboard extra wiring. The track work is moving along slowly due to all of the rain that has been happening.
12. Project List Update: Mr. Dan Petsch reviewed the status of the Project List. There were a large number of projects completed this spring and summer, a few that were not started, and several that are still in process. Notably, the cooling tower was completed at Wasmer along with the chiller at Barr. The new playground was installed at West Lawn, Gates had painting completed in the classrooms and corridors, water bottle stations were installed at Gates and Seedling Mile, the new sign was completed at Wasmer, and Newell had the south wall replaced in the cafeteria and it looks great. Roofing projects and flooring projects are still in process.
13. Change Order #9 – Memorial Stadium: Mr. Dan Petsch reviewed Change Order #9 for the Memorial Stadium project. The total of the change order is \$21,851.42. The flooring at the West Stadium to cover the polished concrete looks great.
14. Tyler Technologies AP Atomization Update: Mr. Harden reported that the district is moving forward with automatic payment for invoices through Echeck, ACH/Wire, prepaid VISA card, or paper check. There will be a rebate/cost savings credit toward

support from Tyler Information. The next step is to approve the agreement at the September board meeting. Mr. Roger Steele is reviewing the agreement at this time.

15. Eakes Copier Deal: Mr. Virgil Harden reported that the district is currently on year five of the 5-year agreement with Eakes on copiers. Eakes is offering to continue with new equipment and a new agreement at a \$2,450 month savings overall. Mr. Virgil Harden will plan to move ahead with the RFQ process. The RFQ will be sent to three suppliers and then reviewed to determine the best plan for the district. The district wants to honor the RFQ process that is in place. Mr. Virgil Harden will report back to Eakes.
16. BOE members eligible for participation in GIPS Health Insurance: Mr. Harden informed the committee that Board of Education members are eligible to participated in the GIPS health insurance. In order to do so, the member pays 100% of the premium. There is at least one member who is taking advantage of this offer.
17. Real Estate: Mr. Harden reported that the offer the district made on the property at 409 W. 9th Street was accepted. Mr. Roger Steele indicated that, due to the odd lot and boundary lines on the east side of this property, he feels it is in our best interests to have a survey completed before moving forward. This survey should be complete by the September board meeting.
18. CARES Act Payments to Contractors: Mr. Virgil Harden informed the committee that the district is not paying any additional to Mick Brown for transportation for the 19/20 school year. The committee was in agreement with this. Mr. Virgil Harden has sent the \$100,000 prepayment for 20/21 school year to Holiday Express at this time.
19. COVID-19 Financial Impact: Mr. Harden reviewed the COVID-19 financial report. The report indicates that approximately 10% of the \$2,000,000 the district should received has been encumbered getting ready for school. Expenses include technology, curriculum, nutrition servicers, and PPE and custodial needs.
20. CRA/RPC Notices: These notices are attached. Please review them and let Mr. Virgil Harden if there are any questions.
21. Building Projects\Ten Year Plan Update: Mr. Dan Petsch reported:
 - Memorial Stadium: track work is in process. Nature is not helping. The soils need to dry out. Once dried out, they will analyze conditions and move forward. We will have athletics on field. The West Stadium punch list is complete—better than others in the past. Repairs are cosmetic at this time. East is being worked on; the flooring and painting. The contractor needs to push. The scoreboard base is in.
 - Jefferson/Stolley: working to get settled on punch list items in the next week or two. At Stolley Park, the district might take over their responsibilities and complete the unfinished items then deduct the costs from the balance due on the project. At Jefferson, the big items have been taken care of.
22. Open Agenda Items as Necessary
 - Dr. Robin Dexter reviewed the need for the Covid-10 Student Handbook Addendum as recommended by the Perry Law firm. Items covered include: masks, parent responsibility, failure to be honest, academic work at home, and activities. This will be included on the consent agenda at the board meeting.

- Perry Law Firm: Mr. Virgil Harden reported on the General Liability Insurance and Potential Liability Exposure. Insurance providers are no longer writing insurance with communicable diseases covered. Mr. Virgil Harden reviewed the Waiver and Hold Harmless for Visitor. This could be required for any Spectator at District Activity or Event and will be hard to get. The question being asked is for Extracurricular activity participation, can this be signed once or does it have to be signed every time. The waivers are nice to have if you get sued but how well they stand up remains to be seen. How does the district operationalize this? Can this be a statement on a ticket and all spectators are given an electronic ticket? There will be more information coming on this topic.

23. TOUR of Memorial Stadium to follow meeting!

NEXT MEETING: Tuesday, September 1, 2020, at 7:30 a.m. via Zoom

Dan, Kim, & Virgil review information and action agenda items for BOE meeting.

To: Leading for Learning BOE Committee
From: Dr. Toni Palmer
RE: Meeting August 6th, 2020 Virtual
4:00PM-5:05PM

New Business: [Link to Folder](#)

- GEAR UP (Gaining Early Readiness and Awareness & Readiness for Undergraduate Programs) Summer Update-Dr. Bailey Shared the summer successes and introduced the new team and their roles. Plans for year include a focus on preparing students for higher performance on ACT, supporting student academic success and engaging families.
 - Will plan on updating the full board in the Fall
- Dr. Palmer shared the data on the Advance Placement Testing from the Spring
 - Due to COVID, the AP Assessments were completed virtually
 - Reviewed scores and related data
 - Shared AP Scholars
- Dr. Doll provided an update on Virtual School
 - Hired Principal-Whitney Flower
 - Dr. Doll shared enrollment and staffing information
 - This is no longer a response to a crisis, but an additional model to provide options for our students that allows an equitable opportunity for students to learn.
 - Main goal for Virtual school is to make the transition back to traditional school as smooth as possible
 - Currently standing at 1417 students in enrolled in Virtual School
 - There are 3 models that make up PK-12 Virtual School
 - K-5 a separate Distinct school
 - 6-8 School within a School (SWS)
 - 9-12 SWS (blended and Edmentum classes)
 - Dr. Tomjack explained
 - how the curriculum expectations and learning outcomes are the same as in the brick and mortar buildings.
 - There is a set daily schedule that students will be engaged
 - There is ongoing Professional Learning planned for k-12 staff to support
- Dr. Palmer explained the [Student handbook Addendum](#) in response to COVID-19-which includes:
 - Mask requirements
 - Responding to Covid-19 symptoms
 - Protocol for student exposure
 - Failure to be honest regarding exposure or symptoms
 - Other health and safety requirements

*Students who **thrive.***



Presenting of August Summary: Heidi

Next Meeting: September 1, 2020

Personnel Committee

August 11, 2020

Committee Report

Staff Personal Travel Guidelines: The committee reviewed the Staff Personal Travel Guidelines recently distributed. These guidelines were created to provide staff with guidelines explaining when they would be required to quarantine after personal travel.

Step In Program: Mr. Stelk shared with the committee a proposal for providing students and their families with academic support in the event the district would need to transition to either the Select or the Remote Model. The program would be staffed and funded from the substitute teacher pool.

Staffing Virtual High School: the committee reviewed a proposal to support the high school's virtual program with an extra standard position, subject to approval of the board of education.

The committee re-scheduled it's October meeting to October 6, due to a conflict with the Oct. 1 date.

The committee discussed what potential impact an extension of the recently expired stimulus package, which included a \$600 per week enhancement to existing unemployment benefits, would have on the district's ability to staff classified positions.

Substitute Teacher rates for 2020-2021: The committee reviewed a proposal to increase the substitute teacher rate of pay by 3.25% (consistent with the other compensation package increases) to insure the district is competitive with surrounding districts.

Evaluations Completed Report: Mr. Stelk will provide the committee with a report of the status of completion of performance evaluations for the 20-21 school year via email.

Staffing Update:

Certified Staffing: The district has received a request to be released from an education consultant. That request is pending finding a suitable replacement.

Classified Staffing: The district continues to recruit to fill a variety of para, tech assistant, nutrition services and custodial vacancies.

Administrative Staffing:

- Executive Services Coordinator; Michelle Simmons began on Aug. 10th.
- Virtual Elementary School Principal: Whitney Flower began on Aug. 4th.

Staff Adjustments

- Staff Adjustments were reviewed and accepted as presented.

Next Meeting:

- Sept. 3, 2020 @ 7:00 AM.
- Reporter:
 - August: Erika Wolfe
 - September: Terry Brown
 - October: Kelly Enck
 - November: Dan Brosz

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

BOE Policy Committee Meeting – Monday August 10, 2020 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner*

Members present:

Heidi Schutz
Lisa Albers
Erika Wolfe
Julie Gortemaker
Dr. Robin Dexter
Dr. Tawana Grover

Review minutes from July 20, 2020: Approved as written.

Review Agenda for Changes or Additions: Dr. Dexter added Policy 6205 Title IX Sexual Harassment (Staff) and 8505 Title IX Sexual Harassment (Student) which are ready for review.

Policies for August 13, 2020 BOE Agenda for First Reading: 1111 Equity in Grand Island Public Schools, 7850 Animals in the School, 8320 Compulsory Attendance Ages, 9211 District Annual Report

Policies for August 13, 2020 BOE Agenda for Final Reading: 8650 Participation in Extra Curricular Activities

Meeting dates and times:

Monday August 10, 2020 at 4:30PM - Zoom
Monday September 14, 2020 at 4:30PM - Zoom
Monday October 5, 2020
Monday November 9, 2020
Monday December 7, 2020
Monday January 11, 2021
Monday February 8, 2021
Monday March 8, 2021
Monday April 13, 2021
Monday May 5, 2021
Monday June 7, 2021

Policies for Review:

GIPS COVID 19 Student Handbook Addendum - This is on the consent agenda. This policy was written from Perry Law Firm guidance. Minor editing with face coverings were suggested. Move to BOE for approval.

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

8514 Medications in School - Dr. Dexter informed that the addition about essential oils came from School Boards Association language. Update made to indicate essential oils are not allowed which is consistent with Policy 8530. Move to BOE for approval with suggested update.

8530 Safety and General Welfare - Dr. Dexter reported only addition to the policy is statement about essential oils not allowed in District. Move to BOE for approval.

8655 Student Concussions - Dr. Dexter reported only addition to the policy is a statement of expectation for parents and students to report symptoms of concussion immediately. Move to BOE for approval

6205 Title IX Sexual Harassment (Staff), 8205 Title IX Sexual Harassment (Student) - Dr. Dexter walked through these new policies with the Committee. The federal requirement is to have Title IX policy approved for District, with a written plan for training and how those materials will be shared. The policies must be in place by August 14. Both policies are identical for students and staff. Guidance for these policies comes from KSB and NE School Boards Association policy. In discussion, it is a comprehensive policy that identifies Compliance Coordinator (Dr. Dexter) and Coordinator for Staff Complaints (Wayne Stelk) and other key roles, outlines process and procedure for complaints and reporting, preponderance of evidence, timelines, appeals, and provides definition of terms. A Title IX reporting form 6505.2 and 8205.2 respectively are part of the policy. A list of GIPS policies will have to be updated with a Title IX policy statement.

Moved to Board Governance Committee

2215 Board Membership
2311 Board Member Vacancies
3210 Qualifications and Duties of the Superintendent
3212 Superintendent Evaluation

Discussion:

LB 1080 - Dr. Dexter reported that District has until next June to implement policy. Waiting on guidance from NE School Boards Association or KSB before drafting.

Policies to be Worked On:

Online Learning
Rental Agreement
Donations of Artwork

Tabled:

8660 - Field Trips
6214 - Abuse of Students by Staff
2111 Board Operating Principles
2215 Board Membership
2311 Board Member Vacancies
3210 Qualifications and Duties of the Superintendent

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

3212 Superintendent Evaluation

Reporter for August 13, 2020 Board Meeting: Erika Wolfe will be reading July 20 and August 10 minutes

Next meeting: September 14, 2020 at 4:30PM - Zoom

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

BOE Policy Committee Meeting – Monday July 20, 2020 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner*

Members present:

Heidi Schutz
Lisa Albers
Erika Wolfe
Julie Gortemaker
Dr. Robin Dexter
Dr. Tawana Grover

Review minutes from June 8, 2020: Approved as written.

Review Agenda for Changes or Additions: Dr. Dexter added Policy 8320 Compulsory Attendance Ages which is ready for review.

Policies for July 9, 2020 Meeting:

BOE Public Hearing: 8312 Excessive Absenteeism, 8455 Bullying and Harassment (Students), 8820 Student Fees, 9110 Parental Access to Educational Practices

BOE Agenda for First Reading: 8650 Participation in Extracurricular Activities

BOE Agenda for Final Reading: 2231 Special Committees, 2411 Notification Of Board Meetings, 6231 Communicable Diseases (Staff), 6231.1 Guidelines for 6231, 6231.2 Bloodborne Pathogens Exposure Control Plan, 7190 District Wellness Policy

Meeting dates and times:

Monday August 10, 2020 at 4:30PM - Zoom
Monday September 7, 2020

Policies for Review:

2215 Board Membership - Dr. Dexter consulted with legal about the statement excluding employees from being a BOE member. Waiting to hear back on further information. Committee agrees to table this.

2311 Board Member Vacancies - Board of Governance committee reviewed this and gave feedback to move forward. Committee agrees to table this so it can move forward with Policy 2215 when ready.

7850 Animals in the School - Dr. Dexter made updates for COVID. This is not the policy for ADA animals or ESAs and the Committee asked to cross reference with the other policies for clarity. Move to BOE for approval with suggested updates.

9211 District Annual Report - Dr. Dexter advised that the annual report is produced and this policy will support its creation. National School Boards Association and KSB Law Firm

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

recommends having a policy ensuring there will be a district report. This policy is drafted from recommended language. Move to BOE for approval.

1111 Equity in Grand Island Public Schools - Dr. Dexter shared that this policy has been developed from framework and example policy for reference. Move to BOE for approval.

Title IX - Meeting in August with Perry Law Firm - Dr. Dexter will attend a full day training and policy writing event to go over new policies and procedures from the US Dept of Education. The expectation is to implement the district plan by August 14th, with professional development in place.

8320 Compulsory Attendance Ages - Dr. Dexter discussed updates proposed to this policy. It provides guidance on enrolling in kindergarten, early entry testing for kindergarten, older students, and the process for early withdrawal. Move to BOE for approval.

Discussion:

Policies to be Worked On:

Online Learning
Rental Agreement
Donations of Artwork

Tabled:

8660 - Field Trips
6214 - Abuse of Students by Staff

Moved to Board Governance Committee

2215 Board Membership
2311 Board Member Vacancies
3210 Qualifications and Duties of the Superintendent
3212 Superintendent Evaluation

Reporter for August 13, 2020 Board Meeting: Erika Wolfe will be reading June 11 and July 20

Next meeting: August 10, 2020 at 4:30PM - Zoom

The [amended LB 1107](#), which could cost \$150 million in FY 21 and potentially exceed \$375 million in the upcoming biennium, only offers about \$15 million annually in new revenue to defray its cost. This makes it unclear how the new spending bill would be funded. It has been suggested that the Legislature could cover its initial price tag by relying heavily on one-time funding such as unspent agency funds, Cash Reserve Fund transfers, a short-term boost in federal Medicaid dollars, and federal Coronavirus Relief Funds, assuming that Congress passes legislation to allow states to use them for non-COVID purposes.

But even if these one-time funding sources are enough to fund it in the upcoming biennium, the passage of LB 1107 would only add to the already-sizeable gap between projected appropriations and revenue shown in the current General Fund Financial Status.¹ If LB 1107 is passed, it could grow the state's gap in funding to nearly \$840 million.² Furthermore, the Coronavirus Relief Fund would likely be a significant component of the one-time funding and yet there is no guarantee the state will be able to use this federal aid to help offset the cost of LB 1107.

How LB 1107's costs increase

The bill's price tag will grow through provisions that steadily increase the refundable income tax credit and the amount of credits available under the ImagiNE Nebraska Act, as well as the onset of funding for the UNMC NExT project. There are expected amendments to the proposal -- including ensuring increases in the \$125 million refundable income tax credit in years two through four are based on *budget growth* in excess of 3.5%, not net revenue growth, as the proposal is currently written. Such an amendment, however, would not impact the baseline cost of the bill in years one through four -- when the credit is required to be at least \$125 million each year -- and in year 5 -- when the credit is required to be \$375 million -- and beyond.

The proposal's cost in the FY 24/FY 25 biennium could top \$1 billion. This includes \$375 million being dedicated to the refundable income tax credit in FY 24 and \$375 million plus the growth in property valuation in FY 25. The ImagiNE investment could exceed \$250 million over that biennium if unspent base authority is carried forward.

The program's cost in the following biennium -- FY 26/FY 27 -- could exceed \$1.3 billion. The refundable income tax credit will continue to compound from the \$375 million based on valuation growth and ImagiNE's cost would increase to 3% of net receipts with the

¹ Nebraska Legislature, "General Fund Financial Status", Aug. 6, 2020, accessed at <https://www.nebraskalegislature.gov/FloorDocs/Current/PDF/Budget/status.pdf> on August 10, 2020.

² To calculate the gap, we add to the current projected gap: \$125 million to each year of the next biennium for the refundable income tax credit, and also assume that the ImagiNE Nebraska Act reaches the base authority -- or cap -- in each of the years, totaling \$125 million for the program (\$25 million in FY 22 and \$100 million in FY 23). It also assumes that the \$90 million surplus for the current biennium is spent -- which increases the following biennium gap -- and a \$30 million savings from the repeal of the personal property tax exclusion.

ability for unspent funds from previous years to carry forward.³ The Legislature also could start paying out \$300 million toward the UNMC NExT project this biennium, as well.

Baseline income tax credit funding would occur regardless of state's fiscal condition

It's important to note that the baseline funding for the refundable income tax credit of \$125 million for years one through four and of \$375 million each year thereafter would occur regardless of the state's fiscal condition. The only variable aspect of the income tax credit provision is the potential funding above \$125 million in years two through four.

Conclusion

Without any additional revenue to offset the program's continually growing cost, the state will face a fiscal cliff. This will result in the Legislature having to raise revenue or cut services like health care and education, which are essential to a strong economy.

³ The base authority -- or cap -- as defined in the bill specifies the amount of money available for credits and refunds in each year. Any unused base authority from a year carries forward to subsequent years -- as the bill is currently written -- which means that a year's base authority may actually exceed the maximum amount specified. The language of the current proposal doesn't allow the base authority to exceed \$400 million prior to 2026, but stipulates no limit after 2026.