

Board of Education Regular Meeting  
Monday, July 11, 2022 6:00 PM Mountain  
Dundy County Stratton High School  
400 9th Avenue West  
Benkelman, Nebraska 69021

**1. Opening Procedures**

Procedural Item

1.A. Call to order  
Action Item

1.B. Roll Call  
Action Item

1.C. Pledge of Allegiance  
Procedural Item

**2. Open meetings law**

Action Item

1. The Board of Education reserves the right to enter into Closed/Executive Session for 1) the protection of public interest or 2) the prevention of needless injury to the reputation of an individual, and the individual has not requested a public meeting. When making a motion to enter into Closed/Executive Session, the member making such a request should be as specific as possible keeping the previously listed stipulation in consideration.
2. If the Board is in agreement, a motion maybe to enter into Closed/Executive Session to 1) discuss a personnel matter, or 2) for the prevention of needless injury to the reputation of the individual, or 3) to discuss litigation and for the protection of the public interest.
3. Action concerning matters discussed in Closed/Executive Session will be acted upon in open session

**3. Awards and Recognitions**

Action Item

**4. Public comment**

Information Item

Welcome to the Dundy County Stratton Public Schools Board of Education Meeting. The Board welcomes citizens to attend board meetings to become acquainted

with the programs and operations of the district. Members of the public are also encouraged to share their ideas and opinions with the Board during the agenda item labeled “Public Items”. Comments or questions from the audience at any other time during the meeting except for the agenda item “Public Items” will out of necessity be declared out of order.

The Nebraska Open Meetings Act prevents the board from speaking to a matter that is not on the agenda. Please understand that the board may be unable to address your issue during the meeting. It is not permissible for the board to comment on items not listed for the protection of the public’s right to know and participate in the discussion of items that do come before the board and stated appropriately in the meeting agenda.

During this agenda item “Public Items” we ask that you abide by the following rules:

**Public Comment Protocol and Procedures**

4. Anyone wishing to speak to the board on specific agenda items or on other topics relevant to board business must complete a Public Comment Request Card and submit it to the Board President prior to the opening of the meeting. The public will only be recognized and their comments heard at Item “Public Items” on the board agenda. The total time allotted for the public comment will not exceed thirty minutes and each member of the public will be allotted not more than five minutes to address the Board. If a group wishes to speak, please designate one spokesperson for the group.
5. Please state your name and the topic you are addressing before you begin.
6. Speakers are asked to direct their questions and comments to the chair. A member of the Board of Education or the Superintendent may direct clarifying questions to the chair, but the board will not under any circumstance enter into a debate with any the member of the public.
7. Speakers may offer objective criticism of district operations and programs, but the Board would encourage members of the public to address complaints concerning individual district personnel through the proper chain of command. The chair may direct the member of the public to the appropriate means to address concerns brought before the Board; however, the board will not respond with action but will take comments under advisement and direct the comments to the appropriate staff member to address outside of the board meeting.
8. Please remember that is a public meeting for the conduct of business of the Dundy County Stratton Public School District. Offensive language, personal attacks and hostile conduct will not be tolerated. You should further be advised that there is no legal protection for any comments that are made.
9. As stated in **NEB. REV. STAT. § 79-570 Class I, II, III, IV, or VI school district; president; meetings; maintenance of order.**

If any district meeting of a Class I, II, III, IV, or VI school district any person conducts himself or herself in a disorderly manner and persists in such conduct after notice by the

president or person presiding, the president or person presiding may order such person to withdraw from the meeting and, if the person refuses, may order any person or persons to take such person into custody until the meeting is adjourned.

10. As stated in **NEB. REV. STAT. § 79-571 Class I, II, III, IV, or VI school district; meetings; disorderly conduct; penalty.**

Any person who refuses to withdraw from such meeting on being so ordered as provided in section 79-570 or who willfully disturbs such meeting shall be guilty of a Class V misdemeanor.

5. **Consent Agenda**  
Consent Agenda

5.A. Verification of publication and notice  
Consent Item

To verify that notice of the meeting was given by publication in the Benkelman Post, a legal newspaper for Dundy County Stratton and by written notice to each member of the board, the designated method of giving notice

5.B. Approval of the minutes  
Consent Item

5.C. Motion to approve consent agenda with the exception of the bills. Passed with a motion by Shad Stamm and a second by Brad Baney.

- |                        |          |
|------------------------|----------|
| 5.D. Brad Baney:       | 5.E. Yea |
| 5.F. Jason Frederick:  | 5.G. Yea |
| 5.H. Kent Lorens:      | 5.I. Yea |
| 5.J. Toby Marlin:      | 5.K. Yea |
| 5.L. Sandy Noffsinger: | 5.M. Yea |
| 5.N. Shad Stamm:       | 5.O. Yea |
| 5.P. Jordan Stroup:    | 5.Q. Yea |

Board of Education Regular Meeting  
Dundy County Stratton Public School  
Benkelman NE 69021

The Dundy County Stratton Board of Education met on Monday, June 13, 2022 at Dundy County Stratton High School.

President Frederick called the meeting to order at 6:00 PM.

Posting Location: Benkelman Post & News Chronicle and Sparq Data Solutions.

Posting Date: 6-8-2022

Attendance Taken at 6:00 PM. Brad Baney: Absent, Jason Frederick: Present, Steve Guernsey: Present, Nick Ladenburger: Present, Kent Lorens: Present, Toby Marlin: Present, Sandy Noffsinger: Present, Shad Stamm: Present, Jordan Stroup: Present. Present: 8, Absent: 1.

Others present:

Jackie Anderson, Superintendent  
Ronda Sargent, Recording Secretary/Business Manager  
Amy Frederick

**Pledge of Allegiance.** The Pledge of Allegiance was recited.

President Frederick stated that the board follows the Open Meetings Act Guidelines which are located in the meeting room. The Board of Education may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meeting Act.

**Public Comment**

Amy Frederick gave her appreciation to Mrs. Anderson and the transportation service to the elementary, Irene Gooder and the school lunch program for lunches for all the children participating in the Missoula Children's theatre.

**Awards and Recognitions**

Noffsinger thanked the school from DCH for allowing the health fair to be held at the high school and thanked staff for their help as it was deeply appreciated. Marlin recognized the FB boys cleaning up the hill on A street. Anderson mentioned the Junior class cleaned at the cemetery and helped with the end of the year AR carnival for appreciation of the PROM meal donation.

**Consent Agenda**

Motion to approve the consent agenda as presented. The consent agenda includes the verification of notice of the meeting by publication in the Benkelman Post & News Chronicle, a legal newspaper for Dundy County and to each member of the board, the approval of the minutes from the May 9, 2022 meeting, approve the bills as presented in the amount of \$471,926.46 from the General Fund; \$298,482.31 from the Special Building Fund; \$52,155.00 from the Depreciation Fund; \$73,531.59 from the activity fund; and \$10,945.66 from the nutrition fund passed with a motion by Stroup and a second by Stamm. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

## **Financial Report**

Anderson reported on the revenue, expenses and fund balances. Motion to approve the financial report as presented passed with a motion by Stamm and a second by Ladenburger. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

## **CRA Settlement**

Discussion to Rescind earlier motion to reject CRA settlement and to Accept CRA Settlement. CRA Board presented additional information. Motion to rescind earlier CRA settlement rejection and accept CRA settlement offer passed with a motion by Stroup and a second by Noffsinger. Guernsey: Nay, Frederick: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 7, Nay: 1, Absent: 1.

## **Authorize new signatories on General Fund Clearing, Activity and Lunch accounts**

Motion to approve Troy Lurz, Kris Freeland and Toby Marlin as a signer on the activity, general fund clearing, and nutrition accounts at Pinnacle Bank passed with a motion by Noffsinger and a second by Stamm. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

## **Teacher Resignation**

Motion to approve Anita Marin resignation and thank her for her 15 years of service passed with a motion by Stamm and a second by Noffsinger. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

## **Trap Team**

Discuss adding Trap team to DCS school activities as the interest of opportunity for the school. No action taken as they look into more information.

## **Purchase of Duplex**

Discussion for the proposal of purchasing a duplex was tabled to the next meeting.

## **Bus Proposal**

Tabled at this time.

## **Teacher Hire**

Motion to approve the contract for Jessie Krug at .60 for Media Specialist passed with a motion by Stroup and a second by Marlin. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

## **Lunch prices for 2022-2023**

Motion to increase lunch prices to \$3.50 and breakfast prices to \$2.75 passed with a motion by Guernsey and a second by Lorens. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

### **Superintendent Contract**

Motion to add Special Education Supervisor to Superintendent Contract passed with a motion by Guernsey and a second by Ladenburger. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.

Superintendent cost of living raise was tabled until July meeting.

### **NASB**

NASB Legislative "Lunch" in Lexington is on June 21, 2022. Other discussion on the upcoming possible changes for NASB.

### **HS Principal Report**

Summer is underway but our kids are busy with weights and attending camps. Mr. Sullivan thanked the board for the opportunity to serve the district over the last two years. I appreciate everything that the district did for my development as a professional and am proud of the direction that district is headed. I will continue to assist in the transition in any way that I can.

### **Superintendent report**

Working on licensure for daycare; summer projects; blinds on the south windows; floor; teacher interviews; transportation training; training; Re-establishing the safety committee

### **Adjourn**

Motion to adjourn at 8:46 passed with a motion by Marlin and a second by Ladenburger. Frederick: Yea, Guernsey: Yea, Ladenburger: Yea, Lorens: Yea, Marlin: Yea, Noffsinger: Yea, Stamm: Yea, Stroup: Yea. Yea: 8, Nay: 0, Absent: 1.



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Toby Marlin, Secretary

5.R. Payment of the bills  
Consent Item

5.S. Motion to approve the bills as presented Passed with a motion by Shad Stamm and a second by Kent Lorens.

5.T. Brad Baney:	5.U. Yea
5.V. Jason Frederick:	5.W. Yea
5.X. Kent Lorens:	5.Y. Yea
5.Z. Toby Marlin:	5.AA. Yea
5.BB. Sandy Noffsinger:	5.CC. Yea
5.DD. Shad Stamm:	5.EE. Yea
5.FF. Jordan Stroup:	5.GG. Yea

**General Fund Authorization July 2022**

Accelerated Receivables Solutions	Payroll	152.85
American Family Life Assurance Company-AFLAC	Payroll	750.79
Colonial Life	Payroll	133.73
EFTPS	Payroll	54,552.53
Healthplan Services, Inc	Payroll	552.30
LegalShield	Payroll	98.65
MG Trust Company	Payroll	8,036.00
Nebraska Dept of Revenue	Payroll	8,130.83
Nebraska School Retirement System	Payroll	49,056.53
Principal Life Insurance Co	Payroll	895.61
Richard Wilson	Payroll	2,918.08
American Fidelity Assurance Company	Payroll	2,783.77
Blue Cross-Blue Shield	Payroll	67,085.37
Net Payroll	Payroll	177,898.40
Amazon Capital Services	Printer Stand/Blinds/IT Supplies/Supplies	2,717.37
Anderson, Jacqueline	Mileage Apr-June 2022	921.03
Arrow Seed Company Inc	Grass Seed-HS	385.40
Atco International	Sparkle	134.15
Black Hills Energy	Gas	598.24
Bluum USA Inc	Supplies	226.62
BWTELCOM	Communications:Phone, Data, Internet	496.09
Camera Doctor, The	Lens Replacement and Repairs	394.00
City Of Benkelman	Utilities	8,278.32
Dollar General-Regions 410526	Employee Appreciation/Reception	54.55
Dundy County Hospital	PT Services-SY 2021-2022	5,284.13
Eakes Office Products	Office Chairs/Copier Contract/Custodial Supplies	2,583.79
Frenchman Valley Coop	Fuel	1,018.08
Gaggle.Net, Inc	Gaggle Safety Management-Google-Student	1,140.00
Grainger	Repairs	43.20
Great Plains Communications	Telephone Internet	234.15
Holiday Inn Of Kearney	Leader & Law Conference	719.70
Hometown Leasing	Lease Pmt 7-Copiers	1,318.86
Imperial NAPA	Supplies/Repairs	26.99
Innovative Office Solutions, LLC	Supplies	2,470.17
Kansas City Audio-Visual	Clear Touch 75" 6000K Flat Panels	3,914.29
KSB School Law	Emails contract/extra duty assignments	114.50
KWIK Stop	Fuel	1,090.04
Mark's Plumbing	Touch less Sinks	1,193.34
MCI	Telephone	49.94
Messersmith Water Treatment	Rent	25.00
Mystery Science Inc	District Membership 22-23	349.00
NCSA	2022 NCE CONFERENCE	495.00
Nebraska Assn of School Boards	School Leadership Conference-Sandy	170.00
Nebraska Coaches Assn	22-23 NCA dues/membership	190.00
Norris, Aleta	Mileage Apr-June 2022	2,653.56
Owens Implement & Supply	Supplies/Repairs	821.03
Protex Central Incorporated	Fire Alarm Service	587.10
Renaissance Learning Inc	Subscription Fee	4,530.00
Rocky Mountain Low Voltage	Monthly Monitoring	25.00
Rotherham, Michael	Travel/mileage	727.74
Sandy Noffsinger	Law and Leadership Conference Mileage	181.35
Scoop Media LLC	Advertising	241.19
Senor Woolly LLC	Annual Subscription	150.00
SWPPD	Bus Radio	50.00
US Bank	Subscriptions/Supplies/Repairs	559.42
Van Diest Supply Company	insecticide	1,273.85
Verizon Wireless	Cell Service	53.08
Village of Stratton	Utilities	756.65
Watt, Christopher	2022 NCA Membership	130.00
		<hr/>
		<b>422,421.36</b>

**Special Building Fund Authorization July 2022**

On Point

**267,375.31**

**Depreciation Fund Authorization July 2022**

Facility Advocates  
Mohawk  
KCAV

Progress Invoice 4 of 5  
Flooring Replacement  
Clear Touch Panels

34,770.00  
11,773.32  
24,342.58  

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**70,885.90**

Vendor Name	Invoice Description	Amount
Checking Account ID NUTRITION Fund Number 06	NUTRITION FUND	
Cash Wa Distributing	Food/Supplies	427.40
Gooder, Irene	Travel-Conference	362.70
Grace Market	Food	132.51
Holiday Inn Of Kearney	Conference	338.85
Innovative Office Solutions, LLC	Supplies	425.51
Fund Number 06		<hr/> 1,686.97
Checking Account ID NUTRITION		<hr/> 1,686.97

Vendor Name	Invoice Description	Amount
Checking Account ID    ACTIVITY	Fund Number    05                    ACTIVITY FUND	
Alyssa Schneider	Walmart Reimbursement	23.70
Chesterman Company	Concessions/pop machine	713.61
Confer, Ricky	Bus Driver	400.00
CSC Football	CSC Football Camp	5,000.00
Dollar General-Regions 410526	May Statement	102.75
Grace Market	Concessions	27.51
Lori Rettele	Walmart Reimbursement	378.42
Lou's Sporting Goods	FB Equipment	5,361.45
NASSP/NHS	NASSP 22-23 MEMBERSHIP	385.00
Nebraska School Activities Assn	Violation of Bylaw 2.11 GBB	200.00
Owens Implement & Supply	Owens 042622-05252022	297.95
Rettele, Timothy	State Golf Cart Rental	32.00
School Health Corporation	Athletic Tape	1,118.40
Scoop Media LLC	Prom Pictures 2022	793.05
US Bank	US Bank Act Funds	2,962.19
Woods, Valerie	EF Ireland Tour	5,556.90
Fund Number    05		<u>23,352.93</u>
Checking Account ID    ACTIVITY		<u>23,352.93</u>

6. **Business Meeting**

Action Item

6.A. Financial Report

Action Item

Presentation of the financial status of the district, balances in various funds, recent/impending activity therein, anticipated expenses and planning for future considerations.

6.B. Motion to approve the financial report as presented Passed with a motion by Sandy Noffsinger and a second by Toby Marlin.

- |                        |          |
|------------------------|----------|
| 6.C. Brad Baney:       | 6.D. Yea |
| 6.E. Jason Frederick:  | 6.F. Yea |
| 6.G. Kent Lorens:      | 6.H. Yea |
| 6.I. Toby Marlin:      | 6.J. Yea |
| 6.K. Sandy Noffsinger: | 6.L. Yea |
| 6.M. Shad Stamm:       | 6.N. Yea |
| 6.O. Jordan Stroup:    | 6.P. Yea |

Financial Report July

	Income		Expense	
	MTD	YTD	MTD	YTD
2022	\$ 219,944	\$ 5,096,821	\$ 409,900	\$ 6,180,885
2021	\$ 105,539	\$ 4,724,756	\$ 399,163	\$ 5,360,165
2020	\$ 106,249	\$ 4,775,866	\$ 393,469	\$ 5,269,495
2019	\$ 74,554	\$ 4,432,514	\$ 388,168	\$ 5,210,463
2018	\$ 216,666	\$ 5,141,495	\$ 425,110	\$ 5,112,988
2017	\$ 86,825	\$ 4,657,837	\$ 390,506	\$ 5,039,127
2016	\$ 643,690	\$ 5,306,721	\$ 360,308	\$ 5,016,383
2015	\$ 446,549	\$ 5,042,355	\$ 364,882	\$ 4,952,742
Average	\$ 293,657	\$ 4,916,184	\$ 385,795	\$ 5,066,341

Fund Balances							
	Unemp	GF	Depreciation	QCPUF	Sp Bld	Dep/SpBd/Q	Total
2022	\$ 13,343	\$ 3,042,576	\$ 338,352	\$ 279,442	\$ 541,459	\$ 1,159,253	\$ 4,215,171
2021	\$ 13,336	\$ 2,991,113	\$ 562,344	\$ 253,105	\$ 1,059,018	\$ 1,874,467	\$ 4,878,916
2020	\$ 13,323	\$ 3,023,782	\$ 501,913	\$ 176,694	\$ 728,483	\$ 1,407,090	\$ 4,444,195
2019	\$ 13,244	\$ 2,824,934	\$ 316,298	\$ 106,025	\$ 518,832	\$ 941,155	\$ 3,779,333
2018	\$ 13,194	\$ 2,817,858	\$ 163,094	\$ 65,812	\$ 339,084	\$ 567,990	\$ 3,399,042
2017	\$ 12,861	\$ 2,250,044	\$ 142,504	\$ 55,644	\$ 265,807	\$ 463,955	\$ 2,726,860
2016	\$ 13,908	\$ 1,630,885	\$ 144,656	\$ 69,865	\$ 263,873	\$ 478,394	\$ 2,123,187
2015	\$ 13,901	\$ 1,444,442	\$ 225,095	\$ 42,499	\$ 336,342	\$ 603,936	\$ 2,062,279
Average	\$ 13,422	\$ 2,193,633	\$ 198,329	\$ 67,969	\$ 344,788	\$ 611,086	\$ 2,818,140

Account Groups; Processing Month 06/2022; Account Group ID  
GFREVENUE; Accounts to Include Accounts With Activity

**Account Group: GFREVENUE Monthly Board Report Accounts**

**Fund: 01 GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied/Assessed by the School Dist	5,277,384.00	155,525.47	3,366,387.90	63.79	1,910,996.10
01 1115	Carline Taxes	7,200.00	0.00	6,532.03	90.72	667.97
01 1120	Public Power Dist Sales Tax	3,000.00	0.00	0.00	0.00	3,000.00
01 1125	Motor Vehicle Tax	253,000.00	21,235.82	215,692.52	85.25	37,307.48
01 1140	Penalties & Interest on Taxes	0.00	575.27	10,043.76	0.00	(10,043.76)
01 1311	Tuition From Individuals-Reg Ed	0.00	0.00	(2,256.00)	0.00	2,256.00
01 1315	Tuition-Education Entities-Distance Ed	2,400.00	3,248.00	7,760.00	323.33	(5,360.00)
01 1370	Preschool Tuition & Fees	5,600.00	156.00	4,664.00	83.29	936.00
01 1510	Interest on Investments	14,000.00	490.26	4,007.05	28.62	9,992.95
01 1740	Fees-Locker; equipment	0.00	25.00	363.00	0.00	(363.00)
01 1800	Revenue-Community Service Activities	0.00	0.00	26,298.00	0.00	(26,298.00)
01 1911	Local License Fees	2,200.00	0.00	1,950.00	88.64	250.00
01 1920	Contributions-Donations	25,000.00	(104.20)	25,520.80	102.08	(520.80)
01 1990	Other Local Receipts	2,200.00	0.00	900.00	40.91	1,300.00
	<b>Subtotal: LOCAL RECIEPTS</b>	<b>5,591,984.00</b>	<b>181,151.62</b>	<b>3,667,863.06</b>	<b>65.59</b>	<b>1,924,120.94</b>
01 2110	County Fines And License	21,000.00	3,548.27	25,451.77	121.20	(4,451.77)
01 2130	Other County Receipts	1,000.00	0.00	0.00	0.00	1,000.00
	<b>Subtotal: COUNTY AND ESU RECEIPTS</b>	<b>22,000.00</b>	<b>3,548.27</b>	<b>25,451.77</b>	<b>115.69</b>	<b>(3,451.77)</b>
01 3110	State Aid	39,149.00	3,914.00	39,149.00	100.00	0.00
01 3120	Special Education-School Age	172,000.00	25,727.00	159,246.00	92.58	12,754.00
01 3125	Special Ed. Transportation-Sch Age	14,000.00	0.00	0.00	0.00	14,000.00
01 3130	Homestead Exemption	13,000.00	2,920.30	14,601.50	112.32	(1,601.50)
01 3131	Property Tax Credit	525,000.00	0.00	578,787.23	110.25	(53,787.23)
01 3132	Personal Property Tax Credit	25,000.00	0.00	0.00	0.00	25,000.00
01 3134	Railroad & Public Property Tax Credit	15,000.00	0.00	0.00	0.00	15,000.00
01 3180	Pro-Rate Motor Vehicle	11,200.00	2,682.53	10,852.08	96.89	347.92
01 3400	State Apportionment	48,000.00	0.00	41,658.12	86.79	6,341.88
01 3535	Payments For High Ability Learners	2,500.00	0.00	2,685.00	107.40	(185.00)
	<b>Subtotal: STATE RECEIPTS</b>	<b>864,849.00</b>	<b>35,243.83</b>	<b>846,978.93</b>	<b>97.93</b>	<b>17,870.07</b>
01 4105	Universal Service Fund-E-Rate	0.00	0.00	1,410.27	0.00	(1,410.27)
01 4310	REAP: SRSA Grants	35,000.00	0.00	20,876.00	59.65	14,124.00
01 4505	Title I, Part A ESSA Improving Basic Pro	66,000.00	0.00	94,865.00	143.73	(28,865.00)
01 4506	Title I, Part A Accountability ESSA Impr	8,500.00	0.00	0.00	0.00	8,500.00
01 4509	Title II Part A ESSA Supporting Eff Inst	12,500.00	0.00	15,765.00	126.12	(3,265.00)
01 4512	IDEA Part B (611) Base Allocation	39,000.00	0.00	0.00	0.00	39,000.00
01 4516	IDEA PreK(619) Base Allocation	500.00	0.00	0.00	0.00	500.00
01 4518	IDEA Part B (611) Base & Enrollment Poverty Allocation	0.00	0.00	85,734.00	0.00	(85,734.00)
01 4519	IDEA Enrollment/Poverty	45,000.00	0.00	0.00	0.00	45,000.00
01 4525	Federal Vocational Ed & Tech (Perki	2,000.00	0.00	0.00	0.00	2,000.00
01 4708	Medicaid In Public Schools	14,000.00	0.00	16,772.73	119.81	(2,772.73)
01 4709	Medicaid Administrative Activities	1,000.00	0.00	0.00	0.00	1,000.00
01 4969	TITLE IV-A: Student Support & Academic G	0.00	0.00	10,000.00	0.00	(10,000.00)
01 4996	CARES	0.00	0.00	800.00	0.00	(800.00)
01 4997	ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF (ESSER II):	300,780.00	0.00	300,780.00	100.00	0.00
01 4998	ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF (ESSER III)	374,220.00	0.00	0.00	0.00	374,220.00
	<b>Subtotal: FEDERAL RECEIPTS</b>	<b>898,500.00</b>	<b>0.00</b>	<b>547,003.00</b>	<b>60.88</b>	<b>351,497.00</b>
01 5300	Proceeds-Disposal of Property	0.00	0.00	9,524.13	0.00	(9,524.13)
01 5301	Insurance Adjustments	1,000.00	0.00	0.00	0.00	1,000.00
	<b>Subtotal: NON-REVENUE RECEIPTS</b>	<b>1,000.00</b>	<b>0.00</b>	<b>9,524.13</b>	<b>952.41</b>	<b>(8,524.13)</b>

**Revenue Summary Report**

Processing Month: 06/2022

Account Groups; Processing Month 06/2022; Account Group ID  
GFREVENUE; Accounts to Include Accounts With Activity

**Fund: 01      GENERAL FUND**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
		<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
	Grand Total:	7,378,333.00	219,943.72	5,096,820.89	69.08	2,281,512.11

07/07/2022 04:55 PM

Regular; Processing Month 07/2022; Function Number 50 Records Selected; Fund  
Number 01

User ID: RJS

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM
01	GENERAL FUND					
1100	Regular Instructional Programs	3,388,186.00	226,912.86	2,700,142.86	80.11	688,043.14
1150	Limited English Proficiency Programs	45,045.00	532.72	40,645.15	90.23	4,399.85
1160	Poverty Programs	233,924.00	16,845.38	217,229.79	92.86	16,694.21
1200	Special Education Instructional Programs	370,495.00	14,683.75	334,833.09	90.45	35,661.91
1291	Early Childhood SpEd Ages 3-5	79,617.00	5,722.15	74,134.34	93.44	5,482.66
1292	Early Childhood SpEd Ages 0-2	7,640.00	0.00	9,187.50	120.26	(1,547.50)
1300	Summer School	0.00	0.00	122.82	0.00	(122.82)
2120	Guidance Services	49,211.00	5,371.55	59,197.50	120.29	(9,986.50)
2130	Health Services	9,667.00	0.00	451.27	4.67	9,215.73
2141	Psychological Services-SPED-School Age	72,433.00	0.00	47,468.75	65.53	24,964.25
2142	Psychological Services Sped-Ages 3-5	10,169.00	0.00	6,343.75	62.38	3,825.25
2151	Speech Path/Audiology Svcs SPED SA	26,797.00	0.00	61,096.91	228.00	(34,299.91)
2152	Speech Path/Audiology SPED Age 3-5	2,927.00	0.00	5,031.25	171.89	(2,104.25)
2153	Speech Path/Audiology Svcs SPED 0-2	2,927.00	0.00	5,031.25	171.89	(2,104.25)
2161	Occupational Therapy SPED SA	13,479.00	0.00	9,843.75	73.03	3,635.25
2171	Physical Therapy Services-SA	5,208.00	5,243.03	6,221.85	119.47	(1,013.85)
2173	Physical Therapy-SPED Ages 0-2	1,500.00	41.10	235.47	15.70	1,264.53
2212	Instruction & Curriculum Development	151.00	495.00	1,509.00	1,545.70	(1,358.00)
2213	Instructional Staff Training	0.00	0.00	24.00	0.00	(24.00)
2220	Library/Media Services	58,049.00	3,036.79	38,026.00	65.51	20,023.00
2230	Instruction-Related Technology	134,516.00	10,359.29	82,999.90	68.11	51,516.10
2240	Academic Student Assessment	1,131.00	0.00	0.00	0.00	1,131.00
2310	Board of Education	28,057.00	878.83	33,024.87	123.60	(4,967.87)
2320	Executive Administration	188,394.00	15,811.41	175,203.13	93.41	13,190.87
2330	District Legal Services	6,000.00	0.00	6,818.40	114.61	(818.40)
2410	Principal	536,282.00	33,612.11	400,597.24	75.25	135,684.76
2510	Fiscal Services	212,113.00	6,577.05	102,814.49	50.18	109,298.51
2570	Personnel Services	0.00	0.00	1,124.00	0.00	(1,124.00)
2610	Operation of Buildings	368,871.00	28,615.00	308,380.46	83.60	60,490.54
2620	Maintenance of Buildings	292,451.00	10,814.25	136,642.55	46.73	155,808.45
2630	Care and Upkeep of Grounds	10,577.00	728.52	4,905.39	46.57	5,671.61
2640	Care and Upkeep of Equipment	1,177.00	0.00	654.14	55.58	522.86
2650	Vehicle Operation & Maint (non student t	0.00	0.00	60,000.00	0.00	(60,000.00)
2660	Security	5,458.00	0.00	3,153.34	57.77	2,304.66
2670	Safety	2,260.00	587.10	5,656.36	250.28	(3,396.36)
2710	Vehicle Operation	402,396.00	2,866.19	362,064.89	89.98	40,331.11
2712	Vehicle Operation-School Age Sped	28,175.00	2,746.71	35,662.95	126.58	(7,487.95)
2713	Vehicle Operation-Below Age 5 Sped	4,068.00	0.00	4,943.76	121.53	(875.76)
2730	Vehicle Servicing & Maintenance-Reg Ed	213,393.00	8,030.78	118,204.91	55.39	95,188.09
4700	Building Improvements	0.00	0.00	152,000.00	0.00	(152,000.00)
5000	Debt Service	0.00	0.00	0.00	0.00	0.00
6200	Federal Services-Title I, Part A ESSA Im	103,777.00	7,628.32	84,499.34	82.41	19,277.66
6210	Federal Services-Title I, Part A Account	497.00	0.00	0.00	107.44	497.00
6310	Federal Services-Title II, Part A ESSA S	25,875.00	1,759.80	19,464.03	75.22	6,410.97
6408	IDEA-PtB-611-Base-EP	85,736.00	0.00	0.00	0.00	85,736.00
6992	Federal Services--REAP-SRSA Grants	0.00	0.00	20,876.00	0.00	(20,876.00)
6997	ESSER II	0.00	0.00	72,500.00	0.00	(72,500.00)
6998	ESSER III	0.00	0.00	326,455.44	0.00	(326,455.44)
8000	Transfers (Outgoing)	50,000.00	0.00	45,389.80	90.78	4,610.20
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	73.49	0.00	(73.49)
01	GENERAL FUND	7,078,629.00	409,899.69	6,180,885.18	87.81	897,743.82
Grand Total:		7,078,629.00	409,899.69	6,180,885.18	87.81	897,743.82

**TOTAL SUMMARY OF BANK BALANCES**

	March	April	May	June
<i>Pinnacle Bank-Unemployment</i>	\$13,340.92	\$13,341.45	\$13,342.03	\$13,342.58
<b>General Fund</b>				
Pinnacle Bank-MMSA	\$2,002,535.82	\$2,002,854.03	\$2,603,277.54	\$2,978,740.41
Pinnacle Bank Benkelman-General Fund	\$65,219.12	\$84,811.50	\$406,319.84	\$47,649.14
Pinnacle Bank Benkelman-Clearing A/C	\$16,727.08	\$16,548.08	\$16,448.08	\$16,186.08
<b>Total General Fund Balances</b>	\$2,084,482.02	\$2,104,213.61	\$3,026,045.46	\$3,042,575.63
<i>Pinnacle Bank Depreciation Fund Balance</i>	\$457,008.22	\$425,175.22	\$390,459.13	\$338,352.05
<b>QCPUF</b>				
Pinnacle Bank Benkelman-Checking A/C	\$277,561.16	\$277,998.86	\$278,037.52	\$278,076.40
NE Liquid Asset Fund	\$1,364.68	\$1,364.73	\$1,365.19	\$1,366.04
<b>Total Qualified Capital Purpose Undertaking Fund</b>	\$278,925.84	\$279,363.59	\$279,402.71	\$279,442.44
<i>Pinnacle Bank Special Building Fund</i>	\$987,387.27	\$911,292.50	\$815,104.17	\$541,458.58
<b>Total Cash in Bank</b>	<b>\$3,821,144.27</b>	<b>\$3,733,386.37</b>	<b>\$4,524,353.50</b>	<b>\$4,215,171.28</b>

## CASH FLOW STATEMENT

Beginning Balance General Fund Checking

\$ 47,649.14

MMSA-Pinnacle Bank 2,978,740.41

**Total General Fund Money**

\$ 3,026,389.55

### ESTIMATED DISBURSEMENTS

			<u>2020-2021</u>	<u>2019-2020</u>
Bills	49,375.92			
Payroll	373,045.44	422,421.36	411,657.42	410,837.28

### COUNTY RECEIPTS

Dundy County Treasurer	161,472.60			
Hitchcock County Treasurer	25,015.06		<u>2020-2021</u>	<u>2019-2020</u>
	186,487.66		73,313.07	67,077.72

Estimated Over(Under)age - GF Checking

\$ (188,284.56)

Transfers Out

Lunch Payroll

\$ 15,000.00

NDE Money

Transfer TO/FROM MMSA

\$ 200,000.00

\$ 26,715.44

Regular; Beginning Month 09/2021; Processing Month 06/2022; Fund Number 02, 03, 08,  
09

**Fund: 02 DEPRECIATION**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Current Assets</b>					
02 101	CASH	417,484.26	300,617.30	379,749.51	338,352.05
	Total: Current Assets	417,484.26	300,617.30	379,749.51	338,352.05
<b>Fund Balance</b>					
02 704	FUND BALANCE	417,484.26	647,800.93	568,668.72	338,352.05
	Total: Fund Balance	417,484.26	647,800.93	568,668.72	338,352.05
<b>Revenue</b>					
02 1510	Interest Earned	0.00	0.00	617.30	617.30
02 5200	Transfers from General Fund	0.00	0.00	300,000.00	300,000.00
	Total: Revenue	0.00	0.00	300,617.30	300,617.30
<b>Expenditure</b>					
02 2900 450 001	Construction Services	0.00	163,044.52	72,500.00	90,544.52
02 2900 450 002	Construction Services	0.00	4,081.58	0.00	4,081.58
02 2900 610 001	General Supplies	0.00	3,227.33	0.00	3,227.33
02 2900 610 002	General Supplies	0.00	0.00	0.00	0.00
02 2900 650 001	Supplies - Technology Related	0.00	4,498.00	4,498.00	0.00
02 2900 732 001	Vehicles: Autos, Vans, Buses	0.00	69,745.45	69,745.45	0.00
02 2900 732 002	Vehicles: Autos, Vans, Buses	0.00	73,897.50	73,897.50	0.00
02 2900 732 004	Vehicles: Autos, Vans, Buses	0.00	4,152.05	4,152.05	0.00
02 2900 733 001	Furniture & Fixtures	0.00	29,919.38	24,171.00	5,748.38
02 2900 734 001	Technology Related Hardware	0.00	20,641.06	19,087.42	1,553.64
02 2900 734 002	Technology Related Hardware	0.00	0.00	0.00	0.00
02 2900 739 002	Other Equipment	0.00	6,542.64	0.00	6,542.64
02 8000 911 000	Fund Transfers to General Fund	0.00	268,051.42	0.00	268,051.42
	Total: Expenditure	0.00	647,800.93	268,051.42	379,749.51
	Total: 02	834,968.52	1,596,219.16	1,517,086.95	1,357,070.91

**Fund: 03 EMPLOYEE BENEFIT FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Current Assets</b>					
03 101	CASH	13,337.08	5.58	0.08	13,342.58
03 106	Cafeteria Checking	3,794.14	0.08	0.04	3,794.18
	Total: Current Assets	17,131.22	5.66	0.12	17,136.76
<b>Fund Balance</b>					
03 704	FUND BALANCE	17,131.22	0.00	5.54	17,136.76
	Total: Fund Balance	17,131.22	0.00	5.54	17,136.76
<b>Revenue</b>					
03 1510	Interest Earned	0.00	0.00	5.54	5.54
	Total: Revenue	0.00	0.00	5.54	5.54
	Total: 03	34,262.44	5.66	11.20	34,279.06

**Fund: 08 SPECIAL BUILDING FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Current Assets</b>					
08 101	CASH	1,056,335.45	298,653.01	813,529.88	541,458.58
08 131	Receivable Account	80,509.21	225,566.73	296,967.01	9,108.93
	Total: Current Assets	1,136,844.66	524,219.74	1,110,496.89	550,567.51
<b>Fund Balance</b>					
08 704	FUND BALANCE	1,136,844.66	891,530.66	305,253.51	550,567.51
	Total: Fund Balance	1,136,844.66	891,530.66	305,253.51	550,567.51
<b>Revenue</b>					
08 1100	Taxes Levied	0.00	0.00	190,477.21	190,477.21
08 1115	Carline Taxes	0.00	0.00	369.21	369.21

Regular; Beginning Month 09/2021; Processing Month 06/2022; Fund Number 02, 03, 08,  
09

**Fund: 08 SPECIAL BUILDING FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
08 1140	Penalties & Interest on Taxes	0.00	0.00	555.03	555.03
08 1510	Interest Earned	0.00	0.00	1,686.00	1,686.00
08 3130	Homestead Exemption	0.00	0.00	830.74	830.74
08 3131	Property Tax Credit	0.00	0.00	32,715.67	32,715.67
08 3180	Pro-Rate Motor Vehicle	0.00	0.00	618.87	618.87
	Total: Revenue	0.00	0.00	227,252.73	227,252.73

**Expenditure**

08 4300 450 001	Architecture & Engineering Construction Services	0.00	78,000.78	0.00	78,000.78
08 4600 720 001	Buildings: Acquisitions/Construction/Re	0.00	78,000.78	78,000.78	0.00
08 4700 450 001	Building Improvements-Construction Services	0.00	735,529.10	0.00	735,529.10
	Total: Expenditure	0.00	891,530.66	78,000.78	813,529.88
	Total: 08	2,273,689.32	2,307,281.06	1,721,003.91	2,141,917.63

**Fund: 09 QCPUF**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Current Assets</b>					
09 101	CASH	254,210.10	25,232.34	0.00	279,442.44
09 131	Receivable Account	20,085.32	4,807.81	24,887.50	5.63
	Total: Current Assets	274,295.42	30,040.15	24,887.50	279,448.07

**Fund Balance**

09 704	FUND BALANCE	274,295.42	0.00	5,152.65	279,448.07
	Total: Fund Balance	274,295.42	0.00	5,152.65	279,448.07

**Revenue**

09 1100	Taxes Levied	0.00	0.00	4,624.65	4,624.65
09 1140	Penalties & Interest on Taxes	0.00	0.00	127.33	127.33
09 1510	Interest Earned	0.00	0.00	344.84	344.84
09 3131	Property Tax Credit	0.00	0.00	0.03	0.03
09 3180	Pro-Rate Motor Vehicle	0.00	0.00	55.80	55.80
	Total: Revenue	0.00	0.00	5,152.65	5,152.65
	Total: 09	548,590.84	30,040.15	35,192.80	564,048.79

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

09/2021 - 06/2022

Regular; Beginning Month 09/2021; Processing Month 06/2022; Accounts to Include Accounts with Activity; Fund Number 05

**Fund: 05      ACTIVITY FUND**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	845.00	0.00	25,680.00	0.00	26,525.00
05 704 0100	Cheerleaders	4,767.64	1,325.85	80.00	0.00	3,521.79
05 704 0105	Cheerleading Fundraising	1,289.76	5,066.05	4,957.79	0.00	1,181.50
05 704 0110	Cross Country	(862.38)	651.95	465.00	0.00	(1,049.33)
05 704 0115	Cross Country Fundraising	0.00	216.00	159.50	0.00	(56.50)
05 704 0120	Football	(22,761.13)	22,243.42	12,438.75	0.00	(32,565.80)
05 704 0125	Football Fundraising	8,711.95	14,114.41	11,010.00	0.00	5,607.54
05 704 0130	Volleyball	(2,477.91)	4,956.31	2,146.32	0.00	(5,287.90)
05 704 0135	Volleyball Fundraising	10,991.91	728.12	2,150.50	0.00	12,414.29
05 704 0140	Basketball	(6,841.34)	19,715.77	10,596.00	0.00	(15,961.11)
05 704 0145	Boys Basketball Fundraising	428.12	1,368.78	1,213.00	0.00	272.34
05 704 0147	Girls Basketball Fundraising	5,317.33	1,795.78	0.00	0.00	3,521.55
05 704 0150	Wrestling	(5,492.28)	3,081.69	1,443.71	0.00	(7,130.26)
05 704 0155	Wrestling Fundraising	2,351.53	743.93	774.00	0.00	2,381.60
05 704 0160	Track	(1,935.21)	19,643.61	2,418.84	0.00	(19,159.98)
05 704 0165	Track Fundraising	575.74	495.24	0.00	0.00	80.50
05 704 0170	Girls Golf	(701.34)	817.72	500.00	0.00	(1,019.06)
05 704 0175	Girls Golf Fundraising	694.36	0.00	0.00	0.00	694.36
05 704 0180	Boys Golf	(813.50)	2,669.19	430.00	0.00	(3,052.69)
05 704 0185	Boys Golf Fundraising	1,022.34	366.20	0.00	0.00	656.14
05 704 0190	Ticket Taking/Clock	350.00	215.45	0.00	0.00	134.55
05 704 0300	Class of 2024	(113.22)	989.40	2,537.10	0.00	1,434.48
05 704 0310	Class of 2025	1,643.46	0.00	776.43	0.00	2,419.89
05 704 0320	Class of 2022	1,027.84	1,023.25	0.00	0.00	4.59
05 704 0330	Class of 2023	1,140.02	2,070.53	1,355.01	0.00	424.50
05 704 0335	Class of 2026	0.00	0.00	450.45	0.00	450.45
05 704 0340	FBLA	8,710.49	14,705.08	15,919.23	0.00	9,924.64
05 704 0350	Daycare	0.00	53.98	124.54	0.00	70.56
05 704 0360	FCCLA	(3,736.17)	4,676.67	5,370.00	0.00	(3,042.84)
05 704 0370	FFA	16,649.10	68,773.52	70,360.10	0.00	18,235.68
05 704 0380	NHS	(759.45)	1,672.53	0.00	0.00	(2,431.98)
05 704 0390	Speech	(877.62)	868.48	0.00	0.00	(1,746.10)
05 704 0400	Student Council	807.11	955.50	140.00	0.00	(8.39)
05 704 0410	Letterclub	188.72	267.84	0.00	0.00	(79.12)
05 704 0420	Play/Musical	1,617.16	1,839.78	2,263.00	0.00	2,040.38
05 704 0430	7-12 Vocal	(965.02)	2,926.01	771.36	0.00	(3,119.67)

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

09/2021 - 06/2022

Regular; Beginning Month 09/2021; Processing Month 06/2022; Accounts to Include Accounts with Activity; Fund Number 05

**Fund: 05      ACTIVITY FUND**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0440	Band	(463.98)	582.17	0.00	0.00	(1,046.15)
05 704 0445	Music Fundraising	1,117.25	2,398.58	3,042.21	0.00	1,760.88
05 704 0450	Spanish Club	0.00	2,500.00	2,500.00	0.00	0.00
05 704 0460	Play Production	(414.72)	265.00	0.00	0.00	(679.72)
05 704 0470	Mock Trial	(100.00)	0.00	0.00	0.00	(100.00)
05 704 0490	Art Club	2,090.25	0.00	0.00	0.00	2,090.25
05 704 0600	Shop Projects	66.11	0.00	15.00	0.00	81.11
05 704 0610	Pop Account	498.56	1,923.97	307.00	0.00	(1,118.41)
05 704 0620	Sp Ed Activity A/C	703.60	0.00	0.00	0.00	703.60
05 704 0630	Revolving	(4,506.10)	2,419.96	740.91	0.00	(6,185.15)
05 704 0640	Special Purchasing	5,571.33	0.00	0.00	0.00	5,571.33
05 704 0650	Box Tops for Education	5,684.27	2,851.74	195.80	0.00	3,028.33
05 704 0660	Annual	2,395.00	5,130.34	3,835.00	0.00	1,099.66
05 704 0665	DCS News	200.00	0.00	0.00	0.00	200.00
05 704 0670	Computer Technology	810.84	115.00	79.00	0.00	774.84
05 704 0680	Entrepreneurship	(297.68)	0.00	90.00	0.00	(207.68)
05 704 0690	Concessions	(605.24)	19,959.05	23,183.47	0.00	2,619.18
05 704 0800	Grade Activity	5,675.73	1,769.00	4,254.32	0.00	8,161.05
05 704 0810	Stuco-Grade School	1,378.16	2,990.53	0.00	0.00	(1,612.37)
05 704 0830	Stratton	461.99	2,850.08	3,127.23	0.00	739.14
Fund Total: 05		41,058.38	246,793.46	217,900.57	0.00	12,165.49

Regular; Beginning Month 09/2021; Processing Month 06/2022; Fund Number 06

**Fund: 06 NUTRITION FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Current Assets</b>					
06 101	CASH	2,680.23	374,996.62	355,114.30	22,562.55
06 103	Payroll Cash	0.00	215,509.20	267,563.80	(52,054.60)
06 131	Receivable Account	0.00	23.30	23.30	0.00
Total: Current Assets		2,680.23	590,529.12	622,701.40	(29,492.05)
<b>Current Liabilities</b>					
06 450	PAYROLL DEDUCTION PAYABLE	0.00	4,123.24	4,123.24	0.00
06 451	FICA PAYABLE	0.00	16,070.68	16,070.68	0.00
06 452	FIT PAYABLE	0.00	4,926.61	4,926.61	0.00
06 453	INSURANCE PAYABLE	0.00	5,794.80	5,794.80	0.00
06 454	RETIREMENT PAYABLE	0.00	21,866.92	21,866.92	0.00
06 455	SIT PAYABLE	0.00	2,415.72	2,415.72	0.00
Total: Current Liabilities		0.00	55,197.97	55,197.97	0.00
<b>Fund Balance</b>					
06 704	FUND BALANCE	2,680.23	268,916.43	236,744.15	(29,492.05)
Total: Fund Balance		2,680.23	268,916.43	236,744.15	(29,492.05)
<b>Revenue</b>					
06 1510	Interest Earned	0.00	0.00	12.76	12.76
06 1611	Daily Sales-School Lunch Program	0.00	46.60	119,525.12	119,478.52
06 1990	Other Local Receipts	0.00	0.00	150.00	150.00
06 4210	Federal Reimbursement	0.00	0.00	94,891.49	94,891.49
06 5200	Transfers from General Fund	0.00	0.00	20,389.80	20,389.80
Total: Revenue		0.00	46.60	234,969.17	234,922.57
<b>Expenditure</b>					
06 2190 733 001	Furniture & Fixtures	0.00	1,344.54	0.00	1,344.54
06 2190 733 002	Furniture & Fixtures	0.00	3,568.09	0.00	3,568.09
06 3100 110 001	Salaries of Regular Employees-Non-Instru	0.00	38,506.82	0.00	38,506.82
06 3100 110 002	Salaries of Regular Employees-Non-Instru	0.00	41,994.23	0.00	41,994.23
06 3100 110 004	Salaries of Regular Employees-Non-Instru	0.00	19,440.98	0.00	19,440.98
06 3100 130 001	Overtime-Non Instructional Staff	0.00	1,192.67	0.00	1,192.67
06 3100 130 002	Overtime-Non Instructional Staff	0.00	3,434.18	0.00	3,434.18
06 3100 130 004	Overtime-Non Instructional Staff	0.00	467.77	0.00	467.77
06 3100 210 001	Group Insurance-Non Instructional	0.00	2,121.25	0.00	2,121.25
06 3100 210 002	Group Insurance-Non Instructional	0.00	2,121.15	0.00	2,121.15
06 3100 220 001	Social Security-Non Instructional	0.00	3,037.05	94.63	2,942.42
06 3100 220 002	Social Security-Non Instructional	0.00	3,475.22	110.33	3,364.89
06 3100 220 004	Social Security-Non Instructional	0.00	1,523.07	0.00	1,523.07
06 3100 230 001	Retirement-Non Instructional	0.00	3,732.46	0.00	3,732.46
06 3100 230 002	Retirement-Non Instructional	0.00	4,246.22	0.00	4,246.22
06 3100 230 004	Retirement-Non Instructional	0.00	1,966.49	0.00	1,966.49
06 3100 270 001	Worker's Comp-Non-Instructional Staff	0.00	428.62	0.00	428.62
06 3100 270 002	Worker's Comp-Non-Instructional Staff	0.00	2,855.62	0.00	2,855.62
06 3100 270 004	Worker's Comp-Non-Instructional Staff	0.00	363.62	0.00	363.62
06 3100 580 001	Travel: Transportation, Meals, Hotel	0.00	0.00	0.00	0.00
06 3100 580 002	Travel: Transportation, Meals, Hotel	0.00	0.00	0.00	0.00
06 3100 580 004	Travel: Transportation, Meals, Hotel	0.00	0.00	0.00	0.00
06 3100 600 000	Other Expenses	0.00	723.95	23.95	700.00
06 3100 610 001	General Supplies	0.00	7,379.19	0.00	7,379.19
06 3100 610 002	General Supplies	0.00	9,248.39	0.00	9,248.39
06 3100 610 004	General Supplies	0.00	981.51	0.00	981.51
06 3100 630 001	Food: School Food Service Program	0.00	48,964.16	194.95	48,769.21

Regular; Beginning Month 09/2021; Processing Month 06/2022; Fund Number 06

**Fund: 06 NUTRITION FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
06 3100 630 002	Food: School Food Service Program	0.00	57,708.06	1,351.12	56,356.94
06 3100 630 004	Food: School Food Service Program	0.00	7,307.57	0.00	7,307.57
06 3100 733 002	Furniture & Fixtures	0.00	522.80	0.00	522.80
06 3100 810 001	Dues & Fees: Memberships, Student Fees	0.00	93.72	0.00	93.72
06 3100 810 002	Dues & Fees: Memberships, Student Fees	0.00	116.65	0.00	116.65
06 3100 810 004	Dues & Fees: Memberships, Student Fees	0.00	3.78	0.00	3.78
	Total: Expenditure	0.00	268,869.83	1,774.98	267,094.85
	Total: 06	5,360.46	1,183,559.95	1,151,387.67	443,033.32

**US BANK Credit Card June 2022**

5/24/2022	Gulf Oil	Travel	88.21
6/2/2022	NSP	Background	15.5
6/6/2022	Menards	Supplies	262.12
6/13/2022	NSP	Background	15.5
6/13/2022	Ebay	IT supplies	54.10
6/17/2022	Amazon	Chair	-258.97
6/21/2022	Online Tires	Tires HS Trailer	347.4
6/22/2022	Cunninghams Journal	Supplies	35.56

559.42

6.Q. Policy Reviews

Action Item

Student Fees policy

Testing and Assessment Program

Title IX

Meetings

Selecting Evaluators for Special Education Certification

Student Conduct

School Meal Program

Selection and Review of Library Materials (first reading)

Transporting Students in Employee Vehicles (first reading)

Closed Campus (review)

Student Driving and Parking (review)

6.R. Motion to accept the review the Student Fees policy (5045) Passed with a motion by Brad Baney and a second by Jordan Stroup.

6.S. Brad Baney: 6.T. Yea

6.U. Jason Frederick: 6.V. Yea

6.W. Kent Lorens: 6.X. Yea

6.Y. Toby Marlin: 6.Z. Yea

6.AA. Sandy Noffsinger: 6.BB. Yea

6.CC. Shad Stamm: 6.DD. Yea

6.EE. Jordan Stroup: 6.FF. Yea

6.GG. Motion to accept the review the testing and assessment policy (5012) Passed with a motion by Shad Stamm and a second by Toby Marlin.

6.HH. Brad Baney: 6.II. Yea

6.JJ. Jason Frederick: 6.KK. Yea

6.LL. Kent Lorens: 6.MM.  
ea

6.NN. Toby Marlin: 6.OO. Yea

6.PP. Sandy Noffsinger: 6.QQ. Yea

6.RR. Shad Stamm: 6.SS. Yea

6.TT. Jordan Stroup: 6.UU. Yea

6.VV. Motion to approve the Title IX Policy (3057) Passed with a motion by Sandy Noffsinger and a second by Shad Stamm.

6.WW. Brad Baney: 6.XX. Yea

6.YY. Jason Frederick: 6.ZZ. Yea

6.AAA. Kent Lorens: 6.BBB.  
ea

6.CCC. Toby Marlin: 6.DDD.  
ea

6.EEE.	Sandy Noffsinger:	6.FFF.	ea
6.GGG.	Shad Stamm:	6.HHH.	ea
6.III.	Jordan Stroup:	6.JJJ.	Yea
6.KKK.	Motion to approve and adopt the Meetings policy (2008) with The Benkelman Post, Omaha World Herald, McCook Gazette Passed with a motion by Brad Baney and a second by Shad Stamm.		
6.LLL.	Jason Frederick:	6.MMM.	Abstain (With Conflict)
6.NNN.	Brad Baney:	6.OOO.	Yea
6.PPP.	Kent Lorens:	6.QQQ.	Yea
6.RRR.	Toby Marlin:	6.SSS.	Yea
6.TTT.	Sandy Noffsinger:	6.UUU.	Yea
6.VVV.	Shad Stamm:	6.WWW.	Yea
6.XXX.	Jordan Stroup:	6.YYY.	Yea
6.ZZZ.	Motion to approve Policy 6021 District Criteria for Selecting Evaluators to Be Used for Special Education Evaluation and Verification and Independent Educational Evaluations Passed with a motion by Jordan Stroup and a second by Shad Stamm.		
6.AAAA.	Brad Baney:	6.BBBB.	ea
6.CCCC.	Jason Frederick:	6.DDDD.	ea
6.EEEE.	Kent Lorens:	6.FFFF.	ea
6.GGGG.	Toby Marlin:	6.HHHH.	ea
6.IIII.	Sandy Noffsinger:	6.JJJJ.	Yea
6.KKKK.	Shad Stamm:	6.LLLL.	ea
6.MMMM.	Jordan Stroup:	6.NNNN.	ea
6.OOOO.	Motion to approve the Student Discipline Policy (5035) Passed with a motion by Shad Stamm and a second by Kent Lorens.		
6.PPPP.	Brad Baney:	6.QQQQ.	ea
6.RRRR.	Jason Frederick:	6.SSSS.	ea

6.TTTT.	Kent Lorens:	6.UUUU.	'
		ea	
6.VVVV.	Toby	6.WWWW.	'
	Marlin:	ea	
6.XXXX.	Sandy	6.YYYY.	'
	Noffsinger:	ea	
6.ZZZZ.	Shad	6.AAAAA.	'
	Stamm:	ea	
6.BBBBB.	Jordan	6.CCCCC.	'
	Stroup:	ea	
6.DDDDD.	Motion to approve Policy 3012 School Meal program and Meal charges with option C Passed with a motion by Toby Marlin and a second by Brad Baney.		
6.EEEEE.	Brad Baney:	6.FFFFF.	'
		ea	
6.GGGGG.	Jason	6.HHHHH.	'
	Frederick:	ea	
6.IIIII.	Kent Lorens:	6.JJJJJ.	'
		ea	
6.KKKKK.	Toby	6.LLLLL.	'
	Marlin:	ea	
6.MMMMM.	Sandy	6.NNNNN.	'
	Noffsinger:	ea	
6.OOOOO.	Shad	6.PPPPP.	'
	Stamm:	ea	
6.QQQQQ.	Jordan	6.RRRRR.	'
	Stroup:	ea	
6.SSSSS.	Motion to accept the 6037 Selection and Review of Library Media first reading Passed with a motion by Shad Stamm and a second by Toby Marlin.		
6.TTTTT.	Brad Baney:	6.UUUUU.	'
		ea	
6.VVVVV.	Jason	6.WWWW.	'
	Frederick:	ea	
6.XXXXX.	Kent Lorens:	6.YYYYY.	'
		ea	
6.ZZZZZ.	Toby	6.AAAAA.	'
	Marlin:	ea	
6.BBBBBB.	Sandy	6.CCCCC.	'
	Noffsinger:	ea	
6.DDDDD.	Shad	6.EEEEE.	'
	Stamm:	ea	
6.FFFFF.	Jordan	6.GGGGG.	'
	Stroup:	ea	

6.HHHHHH. Motion to approve 4064 Transporting Students in Employee Vehicles first reading of option 1 Passed with a motion by Kent Lorens and a second by Shad Stamm.

6.IIIIII. Brad Baney:	6.JJJJJJ. ' ea
6.KKKKKK. Jason Frederick:	6.LLLLLL. ' ea
6.MMMMMM. Kent Lorens:	6.NNNNNN. ' ea
6.OOOOOO. Toby Marlin:	6.PPPPPP. ' ea
6.QQQQQQ. Sandy Noffsinger:	6.RRRRRR. ' ea
6.SSSSSS. Shad Stamm:	6.TTTTTT. ' ea
6.UUUUUU. Jordan Stroup:	6.VVVVVV. ' ea

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

#### **2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

### **3. Personal or Consumable Items.**

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

### **4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

### **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects.

The district will not charge insurance or damage deposit for the use of school district computers. Students will be responsible to pay for all damage to the equipment they are issued. If the computer is damaged beyond repair the student will be required to pay replacement costs before they will be issued a new device.

### **6. Extracurricular Activities.**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$30 ○ Covers admission to all extracurricular events
- Student Participation Fee: \$0 ○ Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$50
- National Honor Society: \$50
- Cheerleading, Drill Team, Flag Corps: \$900 ○ Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$900
- Football: \$ 500 ○ Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$200 ○ Students must provide their own golf shoes, undergarments, and clubs
- Track, Volleyball, and Wrestling: \$100 ○ Students must provide their own shoes and undergarments
- Future Farmers of America: \$50 ○ Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$50 ○ Students must provide their own weapons and ammunition
- FCCLA: \$50
- Spanish Club: \$50

## **7. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

#### **8. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$15 per week.

#### **9. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$0.10 per page for reproduction of student records.

#### **10. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$5.00 per day.

## **11. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$25.00 per day.

## **12. Charges for Food Consumed by Students.**

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-6 ○ Regular Price \$2.75 ○ Reduced Price \$0.30
- Breakfast Program – Grades 7-12 ○ Regular Price \$2.75 ○ Reduced Price \$0.30
- Lunch Program – Grades K-6 ○ Regular Price \$3.25 ○ Reduced Price \$0.40
- Lunch Program – Grades 9-12 ○ Regular Price \$3.50 ○ Reduced Price \$0.40
- Extra Milk or Water - \$0.50
- Adult - Breakfast - 3.35; Lunch - 4.50

## **13. Charges for Musical Extracurricular Activities.**

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$650 ○ Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers

- Swing Choir: \$250 ○ Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$150.00

#### **14. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$10.00.

#### **C. Waiver Policy.**

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal. **D. Distribution of Policy.**

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

#### **E. Voluntary Contributions to Defray Costs.**

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

## **F. Fund-Raising Activities**

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fundraising activity was meant to defray.

## **G. Student Fee Fund.**

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted: July 2011

Reviewed: July 2012

Reviewed: July 2013

Reviewed: July 2014

Reviewed: July 2015

Reviewed: July 2016

Reviewed: July 2017

Reviewed: July 2018

Revised and Reviewed: July 2019

Reviewed: July 13, 2020 Reviewed:

July 12, 2021

Revised and Reviewed: July 11, 2022

**5012**  
**Testing and Assessment Program**

**I. Basic Testing and Assessment Program**

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

**II. Accountability Reporting**

At the board of education's regular July meeting, or as soon after as a report can be completed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, goal setting, and intervention as needed.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). 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 are provided for those grades.

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE.

Adopted on: July 11, 2022

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

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

## **3057 Title IX Policy**

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

### **1. Title IX Coordinator**

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

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

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

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

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

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

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

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

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it

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

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

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

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

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

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

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

- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—
  - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 2.6.4.2.1. The length of the relationship.
    - 2.6.4.2.2. The type of relationship.
    - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
  - 2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

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

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

2.6.6.2. suffer substantial emotional distress.

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

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

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

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

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

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

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

**4.1. Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based

on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

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

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

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that

complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**4.5. General Response Not Conditioned on Formal Complaint.**

With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

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

**5.1. General Requirements.**

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

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

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

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train

these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
  - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
  - 5.1.4.2.2. The scope of the district's education program or activity;
  - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection **Error! Reference source not found..**
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

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

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative

interviews, or other meetings, with sufficient time for the party to prepare to participate;

- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

## 5.6. **Determination Regarding Responsibility**

- 5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone

other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

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

5.6.3.3. Findings of fact supporting the determination;

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

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

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

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the

district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.7. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.7.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the

individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

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

5.7.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

- 5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- 5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- 5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

## 5.9. **Recordkeeping.**

- 5.9.1. The district will maintain for a period of seven years records of:
  - 5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.9.1.2. Any appeal and the result therefrom;
  - 5.9.1.3. Any informal resolution and the result therefrom; and
  - 5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not

maintain a website then the district will make these materials available upon request for inspection by members of the public.

- 5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

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

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

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

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical

education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

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

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

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

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

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

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

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R.

part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

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

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

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

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title,

office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

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

Adopted on: July 11, 2022

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

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

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the Benkelman Post and Chronical or the Omaha World-Herald. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.



## **6021**

### **District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations**

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 150 miles of the building of the district where the child attends when driving by ordinary public roadways, except the following: vision-related evaluations (350 miles); evaluations for severe autism spectrum disorder (150 miles); evaluations for severe psychiatric disorders (350 miles); evaluations for significant or atypical orthopedic disorders (150 miles);; profound hearing impairments (350 miles).
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. Evaluators must make available to the district any documents or records created in relation to the evaluation, including evaluation and assessment protocols and responses, when the district determines in its sole discretion that such documentation is necessary in order to permit meaningful parental participation. The

parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

Adopted on: July 11, 2022

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

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

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: Work other than examinations will be done at home or under the supervision of a staff member outside of the school day. All examinations will be completed under staff supervision.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Weapons and/or Firearms**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days

(long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for

expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);

- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

## **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-

term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;

5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: July 2018

Revised on: July 2019, July 13, 2020

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

## **3012 School Meal Program and Meal Charges**

**Meal Program.** The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Families may apply for free or reduced-price school meals at any time during the school year.

**Payment Options.** Families may pay for school lunches using **cash, check, credit card, or ACH payment.** **Electronic or e-fund payments** are also available through a link on the school district's website.

**Meal Charge Policy.** The district will notify students and their families of the policy for charged meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is: **[NOTE TO BE DELETED: THE BOARD SHOULD SELECT ONE OF THE FOLLOWING AND DELETE THE REST.]**

### **OPTION A**

If a student has no funds available to pay for a meal, no food will be provided.

### **OPTION B**

If a student has no funds available to pay for a meal, the student will be

permitted to charge up to five meals. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

### **OPTION C**

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

### **OPTION D**

If a student has no funds available to pay for a meal, the student will be provided and charged for up to five limited "courtesy meals," such as a plain sandwich. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

### **Collection of Delinquent Meal Charge Debt**

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: \_\_\_\_\_

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

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

**5032**  
**Closed Campus**

The school campus is a closed campus. All students shall remain on the school campus during the hours that school is in session unless released by the building principal or building principal's designee. The building principal or designee will release a student only upon confirming that the student has permission from a parent or an authorized adult. Nothing in this policy shall prevent the school from sending a student home when the student is ill. Students are allowed to walk home for lunch with proper parental permission.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**5033**  
**Student Driving and Parking**

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed.

By driving a vehicle to school, whether they park on or off school property, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

Adopted on: \_\_\_\_\_

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

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

## **6037**

### **Selection and Review of Library Media**

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

**No Right to Materials.** The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

**Selection Process.** The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials.

The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the building principal or to superintendent if there is no principal assigned to the building. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/or supports student development and learning;

6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The building principal or superintendent will review the library material request and inform the requester whether the material will be accepted or denied. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

**Requested Review of Library Materials.** A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

**Additional Rules for Library Media Review.** Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending. Unless otherwise required by law, no library material will be

reviewed again within 4 years after a requested review is completed. Any parent or patron requesting review of multiple library materials may only request a maximum of 5 materials to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party. Nothing in this policy prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on: \_\_\_\_\_

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

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

## 4064

### Transporting Students in Employee Vehicles

**[NOTE TO BE DELETED: PICK ONE OF THE OPTIONS BELOW IF YOU ADOPT THIS POLICY, AND DELETE THE OTHER]**

**[Option 1]** With the permission of the superintendent, school employees may transport students in the employee's personal vehicle even if those students do not live within the employee's household. School employees who transport students in their personal vehicles and those children do not live within the employee's household must comply with the board's policies on pupil transportation and school vehicle use, including Pupil Transportation Driver Qualification Criteria.

**[Option 2]** School employees shall not use their personal vehicle to transport students except for those students who reside in the employee's own household or if an emergency exists. If an emergency occurs, the employee will contact the administration and parents whenever practicable before providing the emergency transportation.



**AMENDMENT TO  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT  
DUNDY COUNTY STRATTON PUBLIC SCHOOLS**

**THIS AMENDMENT** (the "Amendment") is made by and between the **Board of Education** for **Dundy County Stratton Public Schools**, legally known as **Dundy County School District No. 29-0117** (referred to herein as the "Board" and the "School District," respectively) and **Jacqueline Anderson** (the "Superintendent"). The Board, the District, and the Superintendent are each a "Party" and collectively referred to as "the Parties" herein.

**RECITALS**

A. WHEREAS, the Parties entered into that Superintendent's Contract of Employment executed by the Superintendent on December 12, 2020, and executed by the Board on January 11, 2021, (the "Contract");

B. WHEREAS, the Contract covered a period of three years beginning on July 1, 2021, and expiring June 30, 2024;

C. WHEREAS, the Parties desire to amend the Contract on the terms, conditions, and limitations set forth in this Addendum;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

**AGREEMENT**

1. **Recitals Incorporated Herein.** The foregoing recitals are incorporated herein by this reference with the same force and effect as if the same were set forth in the body of this Agreement section in their entirety.

2. **Contract Amendments.** The Contract is amended as follows:

- a. **Salary for 2022–2023 Contract Year.** The Superintendent's salary for the 2022–2023 contract year shall be [REDACTED] which shall be paid in 12 equal monthly installments beginning in the month of **August 2022**.

b. **Special Education Director Duties.** The Superintendent agrees to be employed as the Special Education Director for the 2022–2023 school year. The Special Education Director duties shall be in addition to and not a replacement of the Superintendent's regular duties.

c. **Special Education Director Stipend.** In consideration for performing the duties described herein, the Superintendent shall be paid a stipend in addition to and not in lieu of the Superintendent's salary described above and such sum shall be in the amount of \$ [REDACTED] which shall be paid in 12 equal monthly installments beginning in the month of August 2022.

3. **No Other Change.** Except as otherwise expressly provided in this Amendment, all of the terms, conditions, and limitations of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT to be effective as of [REDACTED], 2022.

**SUPERINTENDENT**

**BOARD and SCHOOL DISTRICT**

\_\_\_\_\_  
Jacqueline Anderson  
Superintendent

\_\_\_\_\_  
Board President

Executed on July [REDACTED], 2022

Executed on July [REDACTED], 2022

6.MMMMMMM. CD vs. Savings account

Action Item

We were approached by Lincoln Federal to see if we were interested in putting some of our "savings account" money into a CD. It was asked what interest rate it would take to put money into a CD. MMSA interest rate is .20%.

6.NNNNNNN. NASB information

Action Item



## NASB Monthly Update for Board Meeting Agenda Item

July 2022

Coming Soon: July Agenda Video Update

<http://members.nasbonline.org/index.php/news-resources/videos>

*While you're there ... WATCH: Don't Ever Stop*

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### [Latest 'Board Notes' – Monthly Newsletters](#)

([www.NASBonline.org](http://www.NASBonline.org) - News & Resources - Board Notes)

- *Legislative Lunches & Coffee with Candidates*
- *School Leaders & Law, Golf & The Arch*
- *Communicating Expectations with Board Candidates*
- *Leadership at the Local Level*
- *NASB Communicating with Sen. Fischer RE: USDA*
- *Congrats to the Class of 2022!*
- *Your NASB Board of Directors & Staff*
- *Your 2022 NASB Affiliates*
- *... And Much More!*

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### ["NASB Update – Annual Board Calendar Summary"](#)

View the full detailed calendar at: <http://members.nasbonline.org/index.php/resources>

([www.NASBonline.org](http://www.NASBonline.org) – Board Leadership – Resources)

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As a board, some items you should doing, or have on the monthly agenda include:

#### MISSION, VISION & GOALS

- Strategic Plan Update; District Goals Update

#### POLICY GOVERNANCE

- Student Fees Policy. On or before August 1, every school board is required to hold a public hearing proposing a student fee policy. In the meeting, the board shall review the amount of money collected from student fees (per policy) the prior year. They shall then propose and adopt the upcoming school year policy and publish in the student handbook. The written Meal Charge Policy and guidelines shall be in place and ready to be communicated to staff and households. § 79-2,134: Student Conduct. On or before August 1, each year, all school boards shall annually review in collaboration with the county attorney of

the county in which the principal office of the school district is located the rules and standards concerning student conduct adopted by the school board. § 79-262

#### ACCOUNTABILITY & STUDENT ACHIEVEMENT

- Review Summer School Program [Content of report: staff, # students served, purpose and value, etc.]: Review the Alternative Education Program [Content of report: staff, # students served, curriculum, etc.]: Review Multi-Cultural Education Program: Apply for Distance Education Incentives. On or before August 1, School districts and educational service units shall apply for Distance Education Incentives (through 2020) § 79-1337: Students receiving instruction in another district; contracts authorized. On or before August 15, if the school district is contracting with a neighboring district(s) for instruction of all or any part of pupils residing in the district, written contracts shall be filed in the office of the superintendent of the primary high school district. § 79-598

#### ADVOCACY

- Deadline for District Legislative Proposals to NASB is July 1, 2022

#### DISTRICT/ESU RESOURCES (BUDGET)

- Conduct a Public Hearing on the Proposed Budget Statement. §13-506 The hearing shall be held separately from any regularly scheduled meeting and shall not be limited by time. \*Please reference the statute to review the complete text and requirements: Budget Authority and Allowable Reserve Percentage Certification §79-1023

#### BOARD/SUPERINTENDENT RELATIONS

- Superintendent Pay Transparency Act. On or before August 1, file with NDE a copy of approved contracts or any amendments, for superintendent/ESU administrator services. § 79-2403

#### REPORTS

- Board Committees; Superintendent; Administrators.

#### BOARD LEADERSHIP DEVELOPMENT

- Review and discuss Board Governance Standard V. Advocacy: NASB Board Member Candidate Webinar (\*Election year.): NASB New Member Orientation (New Superintendents, Board President, District Administrative Assistant): NASB Legislation Committee Meeting: Review NASB Board Awards of Achievement Points (July 31st deadline for updating points earned.)

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### **NASB's Video Resources:**

<http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org – News & Resources – Videos)

Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

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### **Networking & Events ... Register Now**

<http://members.nasbonline.org/index.php/events>

(www.NASBonline.org – Events)

*All Dates & Locations Tentative & Subject to Change*

**2022 NASB Board Candidate Webinars**

Tuesday, June 7 – 7:00 to 8:30 PM CT  
Thursday, June 9 – 12:00 to 1:30 PM CT  
Wednesday, June 15 – 12:00 to 1:30 PM CT  
Wednesday, July 13 - 7:00 to 8:30 PM CT  
Wednesday, September 14 - 7:00 to 8:30 PM CT  
Wednesday, October 5 - 12:00 to 1:30 PM CT

**NASB's New Superintendent Orientation**

July 20 – Lincoln

**Area Membership Meetings**

August 23 – Nebraska City  
August 24 - Fremont  
August 29 - Gering  
August 30 - Valentine  
August 31 - Norfolk  
September 1 - La Vista  
September 7 - York  
September 20 – North Platte  
September 21 – Kearney

**Annual Sparq Date Solutions Tailgate**

September 17 – Lincoln

**Facilities & Construction Workshop**

September 22 – Kearney

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**NASB Member Virtuals**

<http://members.nasbonline.org/index.php/nasb-member-virtuals>

(www.NASBonline.org – Events – NASB Member Virtuals)

• **Previous Member Virtuals Available to Watch Include:**

- 2022 Legislative Recap & Look Ahead
- NASB Member Virtual with UNMC
- Tough Times & Tough Meetings: The Board's Role in Navigating Hot Button Issues
- NASB Member Virtual w/ UNMC – Back to School Guidance, Decoupling, Infection Rates Among Children, Myths, & Q&A
- NASB Member Virtual w/ NDE – The Local Board's Role in ESSER Investments
- NASB Member Virtual w/ Commissioner Blomstedt & Dr. Jeffrey Gold of UNMC
- NASB Member Virtual w/ Bryce Wilson of NDE – Cares Act Funds Q&A for School Boards
- And More ...

## **Advocacy/2021-22 Legislative Session**

<http://members.nasbonline.org/index.php/government-relations>

(www.NASBonline.org – Government Relations)

The 2022 legislative session began Wednesday, January 5 and wrapped up April 20. Keep tabs with all things pertinent to your school at NASB's Govt Relations pages and the links below!

[\*WATCH: Sine Die - Legislative Wrap-Up 2022\*](#)

[\*NASB Legislative Notes – 4/26/22\*](#)

***NASB Call for Legislative Proposals – Due July 1***

<http://www.nasbonline.org/registrations/ProposedResolution.aspx>

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

and on Facebook at [www.facebook.com/NASBonline](http://www.facebook.com/NASBonline)

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

(www.NASBonline.org – News & Resources – Videos)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the ***Board Notes newsletter*** for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

(www.NASBonline.org - News & Resources - Board Notes)

6.0000000. Legislation  
Action Item

7. **Reports**  
Action Item

7.A. Technology report  
Information Item

7.B. Elementary principal report  
Information Item

## Elementary Principal Report for July 11<sup>th</sup>, 2022

Mrs. Shelby Zoltenko and Mrs Tanisha Fahrenholz have started teaching summer school and we currently have up 13 students with 3 more attending next week for a total of 16 elementary students. We are looking into a new Math curriculum for the elementary and have received a bid from Houghton Mifflin Harcourt. Mr. Kale Schields, has indicated that this is the program the teachers want to implement.

I would also like to express how excited I am for the opportunity to be our elementary principal and hope I can continue to help this school go in the right direction.

Kris Freeland

7.C. Secondary principal report  
Information Item

7.D. Transportation report  
Information Item

7.E. Superintendent report  
Information Item

## **July Superintendent Report**

Mr. Freeland and I met with Stratton Parents to discuss student plan.

Working to finalize schedule for High School

Met with Houghton Mifflin to bid our Math Curriculum Tool for K-6. This curricula tool was selected by the teachers, heavily researched by Mr. Shields and Mr. Freeland and comes with recommendations from districts (and parents) using it.

Substitute compensation: Recommend the same rates.

Of the required 230 days of work I worked 245.5 in 2021-22.

Will be attending the fall job fair at UNK in September to do further recruiting.

7.F. Board and committee reports  
Information Item

7.F.1. Board information  
Information Item

7.F.2. Finance/Budget/Legislation committee  
Information Item

7.F.3. Transportation/Facilities/Grounds committee  
Information Item

7.F.4. Curriculum/Activities/Staff Development committee  
Information Item

7.F.5. Americanism committee  
Information Item

7.F.6. Negotiations committee  
Information Item

8. **Adjourn**  
Information Item

9. Motion to adjourn at 8:32 Passed with a motion by Toby Marlin and a second by Sandy Noffsinger.

10. Brad Baney:	11. Yea
12. Jason Frederick:	13. Yea
14. Kent Lorens:	15. Yea
16. Toby Marlin:	17. Yea
18. Sandy Noffsinger:	19. Yea
20. Shad Stamm:	21. Yea
22. Jordan Stroup:	23. Yea