

# REGULAR MONTHLY MEETING OF THE BOARD OF EDUCATION - AGENDA

## Alma Public Schools

Monday, August 12, 2024

- A. Call to Order and announce location of Open Meetings Act Poster
  - A.1. Verification of Receipt of Notice, which was published in the Harlan County Journal
  - A.2. Roll of Board Members - Excuse absent board members
  - A.3. Approval of Consent Agenda
    - A.3.a. Minutes from Previous Meetings
    - A.3.b. General Financial Report
    - A.3.c. Activity Financial Report
  - A.4. Review monthly bills submitted
- B. Request to address the Board
- C. Action Items - Discuss, consider, and take all necessary action
  - C.1. **to discuss, consider and possibly approve policy 1210 (Title IX) as written by the Perry Law Firm.**
  - C.2. **to discuss, consider and possibly rescind policies 1220 and 1220z (Title IX) entirely**
  - C.3. **to approve paying late bills that should be included in the 2023-2024 budget year.**
  - C.4. **to approve a school auditor for the 2023-2024 school year as required by the Nebraska Department of Education and State Statute.**
  - C.5. **to review and discuss the parking lots expansion project and approve and/or make any decision necessary to complete the project including bids for adding a fence along the property line.**
- D. Principal's Report: Start of School, New Students
- E. Superintendent's Report: Legislative Special Session, Summer Projects, Fence Repair, Property Tax Request Authority, Transportation needs, School Board

Convention (November 20,21,22), Board retreat, Budget (Single Audit), Auditor,  
Weight Room Policy

F. Next Regular Meeting

G. Adjourn

THE BOARD OF EDUCATION OF THE ALMA SCHOOL DISTRICT NO. 2 WILL  
DISCUSS, CONSIDER, OR TAKE ACTION ON ALL ISSUES MENTIONED IN THIS  
AGENDA.

MINUTES OF THE REGULAR MONTHLY MEETING OF THE BOARD OF  
EDUCATION OF ALMA PUBLIC SCHOOLS

A meeting of the Alma Public Schools Board of Education was convened in open and public session on Monday, July 8, 2024, at 12:00 PM at The Library at Alma Public Schools 515 Jewell Street Alma, NE 68920. The roll was called and the following Board members were present or absent: **Present:** Allen Brugh, Randy Heckenlively, Kate Hopkins, Nick Simonson, Mike Stemper, Samantha Stuhmer.

Notice of the meeting was given in advance by publication and/or posted in accordance with the Board approved method for giving notice of meetings. Notice of this meeting and hearing were given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

A motion was made by Randy Heckenlively and seconded by Kate Hopkins to approve the consent agenda items which include June meeting minutes, General financial report, and the Activity fund reports. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Allen Brugh and seconded by Mike Stemper to approve receipts, expenditures and payment of claims from the General fund \$501,137.78, Building fund \$2,158.46, Activity fund \$9,473.98 and Lunch fund \$321.18. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Allen Brugh and seconded by Samantha Stuhmer to approve NRCSA renewal at \$850.00 and NREA renewal at \$75.00 for the 2024-25 school year. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Kate Hopkins and seconded by Samantha Stuhmer to hire Mindy Faimon for a para position for the 2024-25 school year. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Randy Heckenlively and seconded by Kate Hopkins to hire Monica Bell for a para position for the 2024-25 school year. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Mike Stemper and seconded by Samantha Stuhmer to approve hiring Brendan Ring for the full-time custodial position. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

The 2024-25 changes made to the application for use of the school facilities (weight room) are as follows. School-age children are not allowed to use key fobs without direct parent supervision. Direct parent supervision means being physically present in the weight room and other areas being used with school age children at all times while in the facility. If school age children are found using a fob without direct parent supervision, fob access will be turned off and not reactivated. Facilities may not be used during any school activities. Permission to use any area of the school other than the weight room will need prior permission by the school administration, this includes the gymnasiums.

A motion was made by Randy Heckenlively and seconded by Allen Brugh to approve the updated Community Use of School Facilities Application for the Weight Room. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A motion was made by Samantha Stuhmer and seconded by Randy Heckenlively to approve the Triennial Assessment for the District Wellness policy as required to receive reimbursements for the Child Nutrition Program. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Mike Stemper: Yea, Samantha Stuhmer: Yea

A few of the board members attended the governor's town talk meeting was this past week in Holdrege. Summer projects that need to be finished include the parking lot on the southeast corner of the school. We are anticipating it to be fully completed by the end of July. Budget information will be ready by the next meeting. The Board retreat will be coming up in the next month. The 2024-25 school year will start for teachers on August 12, 2024 and the first day for students will be August 14, 2024. The board will be running the Harlan Co Fair burger stand during the fair again this year. August 11th is the tentative date for the back-to-school picnic, more details to be announced soon. The 2024-2025 School calendars will be finalized by the end of the month and sent out with registration information.

Next regular scheduled board meeting is August 12, 2024 at 7pm

Meeting adjourned at 1:15pm

DATED Monday, July 8, 2024

HARLAN COUNTY SCHOOL DISTRICT #2,

a/k/a ALMA PUBLIC SCHOOLS

A	<u>General/Money Market/Trans Accts</u>	Receipts	Disburse	Total	1
	07/01/2024 General			\$51,495.84	
	07/01/2024 Money Market			\$945,814.86	
	07/01/2024 Transaction			\$13,619.99	
	Franklin County Treasurer	\$89.35			
	Furnas County Treasurer	\$83.95			
	Harlan County Treasurer	\$55,835.25			
	BCBS self-pay	\$5,925.65			
	BSN-reimburse on account	\$2,960.90			
	interest earned - Transaction Acct	\$6.82			
	interest earned - MMA	\$1,031.44			
	interest earned - Gen Fund	\$53.25			
	July receipts	\$65,986.61		\$1,076,917.30	
	cks cleared/reimb made in July		\$516,354.59	\$560,562.71	
	outstanding checks		\$850.00	\$559,712.71	
	<u>Certificates of Deposit</u>			\$436,623.39	
	Balance 07/31/2024			\$996,336.10	
	<u>Bldg/Sinking Fund</u>				8
	07/01/2024 Building Fd			\$339,206.51	
	Franklin County Treasurer	\$9.54			
	Furnas County Treasurer	\$8.97			
	Harlan County Treasurer	\$4,487.97			
	interest earned	\$215.97			
	July receipts	\$4,722.45			
	July expenses		\$2,158.46		
	Balance 07/31/2024			\$341,770.50	
	outstanding checks			\$341,770.50	
	<u>QCPU Fund</u>				9
	07/01/2024 QCPU Fd			\$115,352.09	
	Harlan Co Treasurer				
	interest earned	\$194.42			
	July receipts	\$194.42			
	July expenses				
	Balance 07/31/2024			\$115,546.51	
	<u>Depreciation Fund</u>				2
	07/01/2024 Depreciation Fd			\$27,037.41	
	interest earned	\$17.17			
	Balance 07/31/2024			\$27,054.58	

**Lunch Fund**

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07/01/2024 Lunch Fd			\$102,328.48
July receipts	\$81.84		
cks cleared in July		\$407.38	\$102,002.94
outstanding checks/deposits		\$123.03	
Balance 07/31/2024			\$101,879.91

**Activity Fund**

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07/01/2024 Activity			\$251,618.20
July receipts	\$9,323.52		
July expenses		\$10,321.85	\$250,619.87
outstanding checks/deposits		\$4,576.14	
Balance 07/31/2024			\$246,043.73

Regular; Beginning Month 07/2024; Processing Month 07/2024; Account Type 7; Fund Number 05

05 704 0100	ART	3,737.78	0.00	0.00	3,737.78
05 704 0110	COMPUTERS	13,294.12	5,630.00	0.00	7,664.12
05 704 0113	eSports Club	648.79	0.00	0.00	648.79
05 704 0120	MISCELLANEOUS	2,262.23	0.00	160.67	2,422.90
05 704 0130	MUSIC SUPPLIES	(1,655.06)	0.00	0.00	(1,655.06)
05 704 0131	ELEMENTARY CHOIR	546.12	0.00	0.00	546.12
05 704 0132	MUSIC BOOSTERS	19,958.50	2,000.00	0.00	17,958.50
05 704 0133	DISTRICT MUSIC	1,116.41	0.00	0.00	1,116.41
05 704 0134	BAND PROJECTS	120.00	0.00	0.00	120.00
05 704 0135	CASH BOXES	(2,500.00)	0.00	1,500.00	(1,000.00)
05 704 0140	COURTESY FUND	2,264.47	0.00	0.00	2,264.47
05 704 0141	WOW	670.17	0.00	0.00	670.17
05 704 0142	CIRCLE OF FRIENDS	498.58	0.00	0.00	498.58
05 704 0143	Concession Money/ Donations	(3,156.16)	0.00	0.00	(3,156.16)
05 704 0144	RESOURCE	760.46	0.00	0.00	760.46
05 704 0145	LUEDKE MEMORIAL	1,655.81	0.00	0.00	1,655.81
05 704 0160	INDUSTRIAL ARTS	2,181.98	0.00	0.00	2,181.98
05 704 0161	FFA SCHOLARSHIP	37,999.64	0.00	0.00	37,999.64
05 704 0165	FUTURE FARMS OF AMERICA	52,317.32	811.48	0.00	51,505.84
05 704 0170	STUDENT COUNCIL	9,567.90	0.00	0.00	9,567.90
05 704 0223	CLASS OF 2023	1,108.20	0.00	0.00	1,108.20
05 704 0224	CLASS OF 2024	2,433.89	0.00	0.00	2,433.89
05 704 0225	CLASS OF 2025	3,549.51	0.00	0.00	3,549.51
05 704 0226	CLASS OF 2026	6,744.53	0.00	0.00	6,744.53
05 704 0227	CLASS OF 2027	2,633.60	0.00	0.00	2,633.60
05 704 0240	PLATE FUND	251.19	0.00	0.00	251.19
05 704 0251	PICTURES/ANNUAL/YEARBOOK	3,887.04	38.84	0.00	3,848.20
05 704 0260	HOME EC/CONS ED	1,314.84	0.00	0.00	1,314.84
05 704 0265	COOKIE SALES	5,675.89	0.00	0.00	5,675.89
05 704 0270	BOOK/SOFTWARE ORDERS	7,789.08	0.00	0.00	7,789.08
05 704 0271	GENERAL MILLS BOX TOPS	2,943.35	0.00	0.00	2,943.35
05 704 0280	FIELD TRIPS	53.11	0.00	0.00	53.11
05 704 0281	WASHINGTON DC TRIP	5,941.02	0.00	0.00	5,941.02
05 704 0300	ALL ACTIVITIES (entry fees, etc)	499.86	0.00	449.00	948.86
05 704 0301	FOOTBALL	1,394.77	100.00	0.00	1,294.77
05 704 0302	VOLLEYBALL	5,162.31	1,517.70	1,827.70	5,472.31
05 704 0303	BOYS BASKETBALL	5,628.85	466.99	0.00	5,161.86
05 704 0304	GIRLS BASKETBALL	3,476.50	0.00	35.00	3,511.50
05 704 0305	CROSS COUNTRY	1,623.91	41.50	3,555.00	5,137.41
05 704 0306	TRACK	1,371.91	0.00	0.00	1,371.91
05 704 0307	WRESTLING	(4,168.07)	0.00	0.00	(4,168.07)
05 704 0308	GOLF	(707.21)	0.00	0.00	(707.21)
05 704 0400	CHEERLEADERS	3,390.12	177.38	0.00	3,212.74
05 704 0500	moved	(290.12)	0.00	0.00	(290.12)
05 704 0550	VENDING MACH/NHS	4,587.42	0.00	0.00	4,587.42
05 704 0600	QUIZ BOWL	1,004.50	0.00	0.00	1,004.50
05 704 0940	moved	(39.07)	0.00	0.00	(39.07)
05 704 0950	SCHOLARSHIP FUND	4,211.50	250.00	0.00	3,961.50
05 704 0970	WEIGHT ROOM	6,707.52	620.00	1,120.00	7,207.52
05 704 0971	DEPOSITS WEIGHT ROOM USE	2,123.95	0.00	1,100.00	3,223.95
05 704 0980	moved	75.00	0.00	0.00	75.00
05 704 0985	PROJECTOR ADVERTISING	21,005.00	0.00	100.00	21,105.00
05 704 0990	SPEECH	(4,298.96)	0.00	0.00	(4,298.96)
05 704 0991	DRAMA	5,965.21	0.00	0.00	5,965.21
05 704 0992	PK-4	2,506.04	0.00	0.00	2,506.04
<b>Total: Fund Balance</b>		<b>247,845.25</b>	<b>11,653.89</b>	<b>9,847.37</b>	<b>246,038.73</b>

Regular; Beginning Month 07/2024; Processing Month 07/2024; Account Type 7; Fund  
Number 05

Total: 05	247,845.25	11,653.89	9,847.37	246,038.73
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AMAX Contracting	ceiling tile	752.64
APPLE	1st installment new computers	69,765.42
C H S	Fuel	456.20
CITY OF ALMA	Utilities	3,334.22
CLASSIC SPORTSWEAR & AWARC	Varsity letters, metal inserts	206.21
DANA F COLE	Plan admin service fee	95.00
DAS STATE ACCTING	Interagency billing	267.63
DECKER INC	Markerboards, signs for Admin	526.09
DOUBLE D CLEANERS	Cleaning of band uniforms/delivery charge	1,652.10
ECOLAB	Pest control	95.55
ESU 11	ESU services	9,670.40
FLISA	2024 membership dues	100.00
FSB	ACH monthly fee	35.00
HARLAN COUNTY JOURNAL	July minutes, August meeting notice	114.32
HOGELANDS	Water	7.00
HOLMES PLBG & HTG	Rotor & supplies	312.66
Home Depot Supply	Carpet shampooer, toilet paper, paper towels	5,623.87
HOMETOWN LEASING	Copier lease payment	2,655.62
INNOVATIVE OFFICE SOLUTIONS	ESUCC order, classroom table	2,913.61
INSPIRE REHAB	PT/OT services	350.73
J.W. PEPPER & SON	Sheet music	475.59
JOURNEYED.COM	Adobe K-12 District	1,250.00
KEARNEY QUALITY SEW & VAC	6 Sewing machines-Carl Perkins	2,574.00
Masters True Value	blade	84.39
MATHESON TRI-GAS	Hight grade AWS	85.89
MENARDS	Washer/dryer for Pre-k, fridge for concessions st	2,153.33
Mosyle Corp	Additional licenses	210.68
My Central Supply	ESUCC order, classroom supplies	520.24
NPPD	Utilities	5,711.34
Nebraska/Central Equip	Repair on bus child alarm	638.79
Nex-Tech	Networking project	4,945.09
NW EVALUATION ASSOCIATION	MAP Growth K-12	4,100.00
PARCO	Beakers-Sage	39.00
PINPOINT	Internet & Telephone	550.15
PLAYSCRIPTS	One act scripts	217.94
PRAIRIE HILL	Landfill fees	63.24
PYRAMID SCHOOL PRODUCTS	Acrylic paint	55.12
Rapid Fire Protection	Donestic backflow inspections	200.00
RAPIDS	plastic pitchers for meetings	8.27
REALLY GOOD STUFF	classroom supplies	155.17
RENAISSANCE LEARNING	Fastbridge subscription	4,545.90
RAS	Workmans comp policy	3,338.00
Rudy's Gas Tire and Oil	Tire repair	25.00
S & W AUTO	Battery for 2023 bus, gauge	345.47
SCHOLASTIC	Scholastic renewal 2024-25 school year	1,850.32
SCHOOL HEALTH CORP	classroom light filters	60.74
SCHOOL MATE	high school planners	908.00
Shepard Floors	floor refinishing	3,650.00
Sports Facility Maint	backstop and brackets for backboards	5,533.50
Striv AV	camcorder-perkins grant	2,548.00
STRIV	Carl perkins grant	3,845.00
TCI	Teachers Guide	941.25
Teaching Strategies	GOLD online Assessments	351.00
TRIPES	oil change/rear brake pad	419.79
TRUSTWORTHY	paint & supplies	209.92
TWIN VALLEY AUTO	Repair to 2011 Blue bird	3,523.77
UPTOWN ALLEY	summer school bowling	150.00
VAN DIEST SUPPLY	insecticide & herbicide	418.50
WAGGONER INS	endorsemnet adding new computers	335.00
WHITE'S AUTO	windshield	313.25
WOODWARD'S DISPOSAL	12 months of document destruction	360.00

YANDAS	Clavinova	<u>7,525.00</u>
		164,169.91
	Payroll & benefits	<u>396,297.89</u>
		560,467.80

Building Fund		
Banner Bank	princ & interest on loan	1743.45
First State Bank	interest only on loan	428.83
	Total Building fund	2172.28

Lunch		
RAPIDS	kitchen supplies	127.66
My Central Supply	kitchen supplies	62.92
	Total lunch fund	190.58

**July 2024 Activity Fund Invoice Listing - Summary**

Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount
ALMA ATHLETIC BOOSTER CLUB	20117	2024 Glow Golf Profit	07/25/2024	620.00
CAMBRIDGE PUBLIC SCHOOL	20109	VB Team Camp	07/10/2024	350.00
COMPUTER HARDWARE, INC	160187	Computer Repair Invoices	07/16/2024	5,630.00
Hammond, Kallie	20118	Red Cross Scholarship	07/25/2024	250.00
HOGELANDS MARKET	20111	June 2024 Activity Fund Charges	07/11/2024	204.48
LOOMIS PUBLIC SCHOOL	20112	5 on 5 League FBall Camp	07/11/2024	100.00
MAIN STREET VARIETY	010365	Cheer Parade Candy	07/31/2024	47.93
MISKO SPORTS	INV3340-0	Youth Vball Equipment	07/17/2024	568.85
MOONLIGHT EMBROIDERY & SCREENPRINT	21442	BBB T- Shirts Cardinal Basketball	07/11/2024	424.00
US BANK	20108	Activity Fund 5/20 - 6/20/2024 Charges	07/02/2024	859.78
YANDAS MUSIC	706763-0	Yamaha Clavinova	07/16/2024	2,000.00
Youth Program Inc./ Ogallala Volleyball Summer Camps	20113	Additional Player Fee for VBALL Camp	07/16/2024	75.00
				<hr/> 11,130.04

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## MEMORANDUM

In light of continuing legal challenges to the proposed Title IX regulations, we have prepared this Memorandum and Policy Update to ensure schools are in compliance with the current state of the law.

### **Title IX: Background**

Congress enacted Title IX in 1972. Over the past 52 years, Title IX has largely been discussed in the context of men's and women's athletics. However, Title IX is much broader than sports and prohibits discrimination against sex in "any education program or activity receiving Federal financial assistance . . ."<sup>1</sup> This prohibition on discrimination extends to public school districts that receive federal funds.

### **Title IX Regulations**

At its inception, Congress broadly authorized federal agencies to develop rules and regulations to "effectuate the provisions" of Title IX.<sup>2</sup> Since then, the United States Department of Education has adopted and revised hundreds (if not thousands) of pages of regulations and guidance.

Unfortunately for school districts, the past few years have seen significant changes to the Title IX regulations. In particular, the recent trend has shown that new presidential administrations have taken widely different approaches than their predecessors. To this end, the Title IX regulations have been revised or interpreted very differently between the Obama Administration,<sup>3</sup> Trump Administration,<sup>4</sup> and now the Biden Administration.<sup>5</sup> This ever-changing approach to the federal regulations could continue, depending on what happens at November's presidential election.

Although this Memorandum is not and should not be taken as taking any political position, the reality remains that the politics in Washington, D.C. have resulted in perpetual changes for schools to comply with their Title IX obligations.

<sup>1</sup> 20 U.S.C. § 1681(a).

<sup>2</sup> 20 U.S.C. § 1682.

<sup>3</sup> See e.g., U.S. Department of Education's "Dear Colleague Letter," October 26, 2010.

<sup>4</sup> See e.g., U.S. Department of Education's "Dear Colleague Letter," February 22, 2017.

<sup>5</sup> See e.g., Executive Order, January 20, 2021.

### **The Latest Proposed Changes**

On April 19, 2024, the US Department of Education announced new, proposed changes to the Title IX regulations. In fairness to the Department of Education, many of these new changes would benefit school districts in their investigation and handling of Title IX complaints. However, as with any new regulations, new rules usually mean new requirements. New requirements usually mean changes to policies and handbooks. And under the proposed Title IX regulations, the investigation process would look different (again) and every school staff member would need to be trained.<sup>6</sup> These new regulations are set to become effective on August 1, 2024.

Since the April release, at least four federal courts have entered injunctions to prevent the new regulations from going into effect. The State of Nebraska has filed a similar lawsuit to block the regulations in our state, though the court has not ruled on that request as of the date of this Memorandum.<sup>7</sup> Nonetheless, it seems likely that Nebraska's request will be granted, given the number of other judges who have already heard the same legal arguments and decided to prevent the regulations from moving forward.

Adding to this legal uncertainty, on June 28, 2024, the U.S. Supreme Court entered its decision in *Loper v. Raimondo*, ending the long-standing *Chevron* deference. The *Chevron* doctrine is based upon a prior Supreme Court decision that generally directed federal judges to defer to a federal agency in questions about statutory interpretation. The *Chevron* doctrine has been controversial since the case was decided decades ago, since legal scholars questioned why the federal judiciary could not render its own interpretation instead of deferring to the federal agencies. Nonetheless, *Chevron* has now been overturned. The full impact of the *Loper* decision is not yet apparent but, as a result, the U.S. Department of Education's perhaps strongest legal argument in support of its new regulations (deference under *Chevron*) is no longer available to them.

### **Recommended Steps Moving Forward**

With that all that being said, as it stands today, the new federal regulations may or may not go into effect in Nebraska on August 1, 2024, which may or may not require schools to handle Title IX differently than they have in the past.

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<sup>6</sup> "U.S. Department of Education Releases Final Title IX Regulations, Providing Vital Protections Against Sex Discrimination;" April 19, 2024; available at: <https://www.ed.gov/news/press-releases/us-department-education-releases-final-title-ix-regulations-providing-vital-protections-against-sex-discrimination>

<sup>7</sup> Attorney General Hilgers Joins Six-State Coalition in Title IX Suit; available at: <https://ago.nebraska.gov/news/attorney-general-hilgers-joins-six-state-coalition-title-ix-suit>

As noted above, the likelihood of the proposed Title IX regulations becoming effective on August 1 seems low, given the precedent of other judges who have already addressed the same issue in other states. Even if the regulations go into effect on August 1, there remains a likelihood that a court will enjoin them shortly thereafter. Even more, the end of *Chevron* deference could place the 2020 Title IX regulatory updates in legal jeopardy, though that type of challenge could take years and a new presidential administration could eventually change the regulations anyway.



In the end, the “back and forth” legal uncertainty continues to put schools in a bind that should not be as convoluted or challenging. Districts continue to have an obligation to comply with the Title IX statute as it was originally written: to prevent discrimination on the basis of sex. As a result, and to avoid needing the Board of Education to change (or rescind) Title IX policies and procedures moving forward, we recommend the following steps at your August Board Meeting:

1. Update Policy 1210 (Title IX) with the attached version to authorize the Superintendent to develop and distribute Title IX procedures; and
2. Rescind Policies 1220 and 1220z entirely.

Under this approach, the Board continues to have a Title IX Policy, but does not need to regularly update the Title IX formal grievance procedures based upon new administrative guidance or court decisions. Moving forward, the attached Procedures are sample procedures that the Superintendent can implement and follow. In our view, these Procedures comply with Title IX as the statute is drafted, maintain the essential and best elements of both the 2020 and 2024 regulations, and would be defensible in an OCR complaint or lawsuit. Once the Superintendent approves the Procedures, the Procedures should be posted somewhere on the school’s website. Any future updates to the Title IX interpretation or guidance could then be addressed via the Superintendent’s changes to these Procedures.

As for training, it remains “best practice” (as with any legal requirement) for your administration and Title IX Coordinator to be trained on your district’s obligations under Title IX. However, at this time, we do not believe it is necessary to train *all* staff by August 1, as contemplated by the proposed regulations. If the regulations are permitted to become effective on August 1, both a brief “on-demand” training (for all staff) and more robust “on-demand” Title IX Coordinator training will be available through the ESUCC. In-person trainings are also available through the NCSA. Finally, we are always available to help develop individualized training for your District.

Please let us know if you have any questions or concerns.

**From:** Justin Knight jknight@perrylawfirm.com    
**Subject:** Legal/Policy Update: What's Going on with Title IX?  
**Date:** July 17, 2024 at 10:44 AM  
**To:** Justin Knight jknight@perrylawfirm.com  
**Bcc:** jon.davis@almacardinals.org



Happy Wednesday!

It is hard to believe that we are half-way through July.

As I am sure you have heard, there has been a lot of recent activity regarding the proposed Title IX regulations, the courts, and what may (or may not) occur in the next week or two. To this end, we have prepared the attached memorandum outlining the current state of the law and recommended next steps. As the Memo outlines, at your August Board Meeting, we recommend having your Board:

1. Update Policy 1200 (Title IX) with the attached version to authorize the Superintendent to develop and distribute Title IX procedures; and
2. Rescind Policies 1220 and 1220z entirely.

Pursuant to the new Policy 1200, the attached procedures can be implemented by the Superintendent and will replace Policies 1220 and 1220z. Depending on the court challenges, the procedures can be more easily updated by the Superintendent (as opposed to having the Board rescind or revise them). This policy and procedure update will streamline the Title IX compliance, especially in light of the ongoing Title IX uncertainty.

As always, please let us know if you have any questions or concerns.

Justin

Justin Knight  
Direct Line: (531) 249-5155 | Office Main: (402) 476-9200 ext. 136  
Cell: (402) 570-9472  
Perry, Guthery, Haase & Gessford, P.C., L.L.O.  
233 South 13th Street, Suite 1400, Lincoln, NE 68508  
[jknight@perrylawfirm.com](mailto:jknight@perrylawfirm.com)

**1210--Title IX Policy- Clean.docx**



**1210--Title IX Policy- Redline .docx**  
21 KB




**Procedure for Complaints of Sex Discrimination (07.17.2024).docx**



**24 0717 Memo re Title IX Policy Update.pdf**





**From:** Justin Knight [jknight@perrylawfirm.com](mailto:jknight@perrylawfirm.com)   
**Subject:** Re: Legal/Policy Update: What's Going on with Title IX?  
**Date:** July 22, 2024 at 6:53 AM  
**To:** Justin Knight [jknight@perrylawfirm.com](mailto:jknight@perrylawfirm.com)  
**Bcc:** [jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org)

Happy Monday and I hope you had a great weekend! I wanted to alert you to a typo in my email below. Policy 1200 was incorrectly referenced. It should be Policy 1210. I have updated that, below:

1. Update Policy 1210 (Title IX) with the attached version to authorize the Superintendent to develop and distribute Title IX procedures; and
2. Rescind Policies 1220 and 1220z entirely.

Sorry for the confusion and see you in Kearney this week!

Justin

On Wed, Jul 17, 2024 at 10:43 AM Justin Knight <[jknight@perrylawfirm.com](mailto:jknight@perrylawfirm.com)> wrote:  
Happy Wednesday!

It is hard to believe that we are half-way through July.

As I am sure you have heard, there has been a lot of recent activity regarding the proposed Title IX regulations, the courts, and what may (or may not) occur in the next week or two. To this end, we have prepared the attached memorandum outlining the current state of the law and recommended next steps. As the Memo outlines, at your August Board Meeting, we recommend having your Board:

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As always, please let us know if you have any questions or concerns.

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**24 0720 Memo re Title IX Policy  
Update.pdf**  
258 KB



Community Relations

Title IX - Discrimination

Alma Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with Title IX to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby authorizes and directs the Superintendent of Schools, in conjunction with relevant personnel as determined by the Superintendent, to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints of sex discrimination in the District. Such grievance procedures shall be developed and be made publicly available, and such forms as needed shall be developed and made available to the public.
- 4) The grievance procedures adopted and implemented by the Superintendent shall be followed by all individuals with concerns about discriminatory practices in the District, including suspected sex discrimination.

Legal Reference: Title IX

Date of Adoption: [8/12/2024]

## **Procedures for Complaints of Sex Discrimination**

### **A. Complaint Procedure – Generally:**

All employees are responsible for helping to prevent discrimination on the basis of sex. Employees, or students who believe they have been subjected to, or believe they have witnessed, discrimination on the basis of sex should contact the Title IX Coordinator.

The following individuals may file a complaint alleging sex-discrimination:

- a. A student or employee of Alma Public School District who is alleged to have been subjected to conduct that could constitute discrimination on the basis of sex.
- b. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
- c. The District's Title IX Coordinator(s).

Anyone making a claim of discrimination must submit the complaint in writing to the Title IX Coordinator using the following contact information:

#### TITLE IX COORDINATOR CONTACT INFORMATION

[Jon Davis]  
[P.O. Box 170]  
[Alma, NE 68920]  
[308-928-2131]  
[jon.davis@almacardinals.org]

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

The following will apply to all investigations of sex-discrimination, pursuant to this procedure:

- a. The District will treat complainants (the employee, student, or representative making the claim) and respondents (those accused of sex discrimination) equitably.
- b. The District will not permit any Title IX Coordinator, investigator, or decisionmaker to have a conflict of interest or bias for or against any complainant or respondent.
- c. The District will ensure that the Title IX Coordinator, investigator, and decisionmaker will not predetermine or presume that the respondent is responsible for the alleged sex-based discrimination until a determination is made at the conclusion of the investigation process.
- d. The District will take reasonable steps to protect the privacy of the parties and witnesses during the grievance process. These steps will not restrict the ability of the parties to obtain and present information, including speaking to witnesses, consulting with their family members, confidential resources, or advisors; or

respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

**C. Resolution of Complaints:**

Once the investigator has completed his or her investigation, the investigator shall prepare a report of their investigation and a determination of what occurred. The determination shall include an assessment of whether the investigator determines that the complaint is wholly substantiated, partially substantiated, or not substantiated. After the report has been finalized, the investigator shall submit the report to the Title IX Coordinator. If the Title IX Coordinator conducts the investigation, the Title IX Coordinator shall submit the evidence and report to a different administrator in the District.

The Title IX Coordinator (or other administrator) shall then review the report, along with all evidence gathered by the investigator, to determine whether the investigator followed the grievance procedures, considered the appropriate evidence, did not consider any inappropriate evidence, ensured all parties and witnesses were provided due process, and otherwise confirm that the investigation was handled properly. The Title IX Coordinator (or other administrator) shall also independently assess whether the investigator's conclusions were supported by the evidence and otherwise equitable. Based upon the Title IX Coordinator's review and independent conclusion, the Title IX Coordinator shall have the authority to initiate any appropriate remedial measures, which may include termination of employment, expulsion or suspension from school, or other disciplinary actions.

**D. Appeal of Decision:**

A complainant or respondent who disagrees with the Title IX Coordinator's decision may appeal the decision to the Superintendent of Schools. Any appeal must be in writing and submitted to the Superintendent within five school days of the date of the decision. The Superintendent shall then promptly review the evidence and determine whether the Title IX Coordinator's decision was correct. The Superintendent has the authority to reverse or modify the Title IX Coordinator's decision and take any other steps necessary to ensure that the Title IX Coordinator's decision was correct. After the Superintendent has made a final determination, the Superintendent shall notify both the complainant and respondent in writing of the Superintendent's decision. No further appeal may be made beyond the Superintendent.

**E. Record Keeping:**

The District will maintain relevant documentation obtained during the investigation and findings, supportive measures, and disciplinary sanctions for a period of seven years.

Community Relations

OLD Policy Rescend

Title IX – Procedure for Complaints of Sexual Harassment

**A. Complaint Procedure - Generally**

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

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

TITLE IX COORDINATOR CONTACT INFORMATION

- [Coordinator Name]
- [Address]
- [City, State, Zip]
- [Phone Number]
- [Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive

information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the "Formal Complaint" process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

#### **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.
2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.
3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint alleges misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

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

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

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

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an

electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the

- Complainant; and
- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

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

1. Procedural irregularity that affected the outcome of the matter;
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
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

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

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

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

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

### D. Informal Resolution

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

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

**E. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

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**Salesman: Mike Schumacher      Phone #: 308-395-0793      Email: m.schumacher@americanfence.com**

<b>Date:</b> 8/5/2024 <b>Phone:</b> 308-928-2131 <b>Fax:</b> 308-928-2763 <b>Customer Name:</b> Alma Public Schools <b>Attn:</b> Bruce <b>Billing Address:</b> 515 Jewell St. <b>Location of Job:</b> <b>City:</b> Alma <b>State:</b> NE <b>Zip:</b> 68920 <b>Cell Phone:</b> 308-920-1057 <b>Email:</b> <a href="mailto:bruce.ring@almacardinals.org">bruce.ring@almacardinals.org</a>	<b>Specification for Fencing</b>																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Overall Length</th> <th style="width: 50%;">Overall Height</th> </tr> <tr> <td style="text-align: center;">144'</td> <td style="text-align: center;">6'</td> </tr> <tr> <th>Color</th> <th>Type</th> </tr> <tr> <td style="text-align: center;">White</td> <td style="text-align: center;">Full Privacy</td> </tr> <tr> <th>Posts</th> <th>Rails</th> </tr> <tr> <td style="text-align: center;">5" SQ.</td> <td style="text-align: center;">1.5" x 5.5"</td> </tr> <tr> <th>Dia. &amp; Depth of Footing</th> <th>Picket</th> </tr> <tr> <td style="text-align: center;">12" x 33"</td> <td style="text-align: center;">7/8" x 6" TnG</td> </tr> <tr> <th colspan="2" style="text-align: center;">Gates</th> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> <tr> <th colspan="2" style="text-align: center;">Dia. Gate Post</th> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	Overall Length	Overall Height	144'	6'	Color	Type	White	Full Privacy	Posts	Rails	5" SQ.	1.5" x 5.5"	Dia. & Depth of Footing	Picket	12" x 33"	7/8" x 6" TnG	Gates		NA		Dia. Gate Post		NA	
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<p style="text-align: center;"><b>PROJECT DESCRIPTION:</b></p> <p>American Fence to provide and install new PVC Fence.</p> <p>All posts to be dug in dirt grade and set with wet concrete mix.</p> <p>All work to be done at one time in one trip.</p> <p><u>Add \$ 48/post</u> to add metal insert for added wind load support</p> <p>No tax included. Please include tax exempt FORM 17 with acceptance.</p> <p>Permit by owner if required.</p> <p style="text-align: center;"><b>PRICE: \$ 6,700.00</b></p> <p><u>ADD \$ 520</u> to install 2 additional panels at new south parking lot between sidewalk and curb.</p>	<p><b>Notes and Exclusions:</b></p> <p>1.) Unless otherwise noted, one mobilization is included for the installation of the fence.</p> <p>2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.</p> <p>3.) No permit, survey and/or staking included. Fence line to be staked by others.</p> <p>4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.</p> <p>5.) Private utilities to be located by others. Fence line to be staked clear of utilities.</p> <p>6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.</p> <p>7.) No permits, bonds, dues, completed operations, professional liability insurance or primary noncontributory included.</p> <p>8.) All items not specifically mentioned in this proposal are excluded.</p> <p>9.) Unless otherwise noted, no addenda were received.</p> <p>10.) This proposal may be withdrawn by AFC if not accepted within 30 days.</p> <p>11.) AFC will not be subject to liquidated damages.</p> <p>12.) Entire fence line must be concrete truck accessible.</p> <p>13.) Waivers of subrogation are not included.</p>																								
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We agree to provide the work in accordance with the information stated here in the amount of;

**Authorized Signature:** Mike Schumacher

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# AMERICAN FENCE COMPANY



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**COLLABORATION MEMBERS**

Nebraska Council of School Administrators

Nebraska Association of School Boards

Nebraska State Education Association

Schools Taking Action for Children's Education (STANCE)

Greater Nebraska Schools Association

Nebraska Rural Community Schools Association

Educational Service Units Coordinating Council

Stand for Schools

**DATE:** August 9, 2024

**TO:** Members of Nebraska Legislature

**RE:** AM51 to LB9

The Education Collaboration stands united in opposition to AM51 to LB9 and proposed amendments. We recognize the need for property tax relief and have consistently supported a more equitable balance of funding sources for K-12 public education in Nebraska. The drastic change to the Local Effort Rate (LER) proposed for 2025-26 risks breaking the TEEOSA formula due to the disproportionately large percentage of school funding being channeled through the State.

We are also concerned about the intent language in Section 80 of AM51. Expressing a desire to completely overhaul TEEOSA without a clear plan is premature. Moreover, the intent to "replace school general fund levies by no later than the 2026-27 school fiscal year," as reiterated from the plan, suggests a future scenario where the State assumes nearly all school funding responsibilities.

This proposed shift would leave the allocation of critical dollars solely to future legislatures, significantly undermining local control. We believe it is essential to maintain local control of significant school district funding, allowing local school boards to make decisions that reflect the unique needs and contexts of their communities.

Additionally, the proposed plan fails to provide new funding for schools and, in fact, would result in a net loss of levying authority, leading to cuts in schools and reduced support for students. While the proposal funnels state money to schools, the existing caps mean that little to none of this money will be available for student support. There is a pressing need for property tax reform, but equally important is the need for increased funding for schools, particularly to address educator workforce shortages.

Making decisions of this magnitude about state aid to schools within the time constraints of a special session is reckless. We urge caution. The rushed nature of this process does not allow for careful planning, adequate forethought, or the inclusion of school finance experts and modeling to prevent adverse impacts and unforeseen consequences.

To avoid disastrous results, we recommend the establishment of an inclusive School Funding Commission. This commission should include board members, school business managers from diverse schools, NASB delegates, educators represented by NSEA, and school finance officials from the Nebraska Department of Education.

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**Salesman: Mike Schumacher**      **Phone #: 308-395-0793**      **Email: m.schumacher@americanfence.com**

<p> <b>Date:</b> 8/5/2024      <b>Phone:</b> 308-928-2131      <b>Fax:</b> 308-928-2763  <b>Customer Name:</b> Alma Public Schools      <b>Attn:</b> Bruce  <b>Billing Address:</b> 515 Jewell St.  <b>Location of Job:</b>  <b>City:</b> Alma      <b>State:</b> NE      <b>Zip:</b> 68920  <b>Cell Phone:</b> 308-920-1057      <b>Email:</b> <a href="mailto:bruce.ring@almacardinals.org">bruce.ring@almacardinals.org</a> </p>	<p><b>Specification for Fencing</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Overall Length</td> <td style="width: 50%;">Overall Height</td> </tr> <tr> <td style="text-align: center;">~50'</td> <td style="text-align: center;">6'</td> </tr> <tr> <td>Wire Gauge</td> <td>Dia. Top Rail</td> </tr> <tr> <td style="text-align: center;">Existing</td> <td style="text-align: center;">Existing</td> </tr> <tr> <td>Dia. Line Posts</td> <td>Dia. Terminal Posts</td> </tr> <tr> <td style="text-align: center;">2" OD</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Dia. &amp; Depth of Footing</td> <td>Dia. &amp; Depth of Footing</td> </tr> <tr> <td style="text-align: center;">10" x 36"</td> <td style="text-align: center;">NA</td> </tr> <tr> <td colspan="2" style="text-align: center;">Gates</td> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> <tr> <td colspan="2" style="text-align: center;">Dia. Gate Post</td> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	Overall Length	Overall Height	~50'	6'	Wire Gauge	Dia. Top Rail	Existing	Existing	Dia. Line Posts	Dia. Terminal Posts	2" OD	NA	Dia. & Depth of Footing	Dia. & Depth of Footing	10" x 36"	NA	Gates		NA		Dia. Gate Post		NA	
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<p>American Fence to provide the following repairs:</p> <ul style="list-style-type: none"> <li>Pull and replace 2 line posts; set with wet concrete mix</li> <li>Straighten 4 line posts</li> <li>Straighten top rail and re-align</li> <li>Re-tie fence as need to secure to posts and rail at damaged area</li> </ul> <p>All work to be done at one time with other work in Alma; no trip cost included</p> <p>Permit by owner if required.</p> <p style="text-align: center; font-weight: bold;">PRICE: \$ 1,240.00</p>																									
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Omaha      Lincoln      Des Moines      Sioux Falls      Grand Island      Rochester      Sioux City      Cedar Rapids  
 AmeriFence Corporation - Madison      AmeriFence Corporation - Kansas City      American Security & Gate Company - Fargo

**1605 N. Shady Bend Rd**      **Grand Island, NE**      **Phone #: 308-395-0793**      **Fax #: 308-395-3901**      **www.theamericanfencecompany.com**

**Salesman: Mike Schumacher**      **Phone #: 308-395-0793**      **Email: m.schumacher@americanfence.com**

<p> <b>Date:</b> 8/5/2024      <b>Phone:</b> 308-928-2131      <b>Fax:</b> 308-928-2763  <b>Customer Name:</b> Alma Public Schools      <b>Attn:</b> Bruce  <b>Billing Address:</b> 515 Jewell St.  <b>Location of Job:</b>  <b>City:</b> Alma      <b>State:</b> NE      <b>Zip:</b> 68920  <b>Cell Phone:</b> 308-920-1057      <b>Email:</b> <a href="mailto:bruce.ring@almacardinals.org">bruce.ring@almacardinals.org</a> </p>	<b>Specification for Fencing</b>																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><i>Overall Length</i></td> <td style="width: 50%; text-align: center;"><i>Overall Height</i></td> </tr> <tr> <td style="text-align: center;">188'</td> <td style="text-align: center;">6'</td> </tr> <tr> <td style="text-align: center;"><i>Wire Gauge</i></td> <td style="text-align: center;"><i>Dia. Top Rail</i></td> </tr> <tr> <td style="text-align: center;">9 gauge</td> <td style="text-align: center;">1-5/8" OD</td> </tr> <tr> <td style="text-align: center;"><i>Dia. Line Posts</i></td> <td style="text-align: center;"><i>Dia. Terminal Posts</i></td> </tr> <tr> <td style="text-align: center;">2" OD</td> <td style="text-align: center;">2.5" OD</td> </tr> <tr> <td style="text-align: center;"><i>Dia. &amp; Depth of Footing</i></td> <td style="text-align: center;"><i>Dia. &amp; Depth of Footing</i></td> </tr> <tr> <td style="text-align: center;">10" x 36"</td> <td style="text-align: center;">10" x 36"</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Gates</i></td> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Dia. Gate Post</i></td> </tr> <tr> <td colspan="2" style="text-align: center;">NA</td> </tr> </table>	<i>Overall Length</i>	<i>Overall Height</i>	188'	6'	<i>Wire Gauge</i>	<i>Dia. Top Rail</i>	9 gauge	1-5/8" OD	<i>Dia. Line Posts</i>	<i>Dia. Terminal Posts</i>	2" OD	2.5" OD	<i>Dia. &amp; Depth of Footing</i>	<i>Dia. &amp; Depth of Footing</i>	10" x 36"	10" x 36"	<i>Gates</i>		NA		<i>Dia. Gate Post</i>		NA	
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<p style="text-align: center;"><b>PROJECT DESCRIPTION:</b></p> <p>American Fence to provide and install new galvanized chain link fence. All materials commercial grade.</p> <p>Includes brace rail at each end, and bottom tension wire.</p> <p>All posts to be dug in dirt grade and set with wet concrete mix.</p> <p>All work to be done at one time in one trip.</p> <p>No tax included. Please include tax exempt FORM 17 with acceptance.</p> <p>Permit by owner if required.</p> <p style="margin-left: 40px;"><b>PRICE: \$ 6,150.00</b></p> <p style="margin-left: 40px;">ADD \$ 750 to remove and dispose of existing fence. If post break away from concrete footing add \$ 85 per footing to excavate, or leave in grade at no cost</p> <p><b>PROJECT SPECIFIC NOTES:</b>                  Unless otherwise stated:                  A purchase order initiates your project engineering process and holds your material pricing for 30 days.                  If American Fence Company does not receive approval to proceed with purchasing within this 30 day period, project pricing is subject to review                  No permit, survey, staking or field verification included.                  No core drilling, rock drilling, sleeve(s) or blockage required or included.                  No temporary fence included.                  All staking and private utility locates must be complete prior to AFC commencing Work.                  No shop drawings, engineered drawings, delegated design or engineering included.                  No additional coatings such as stains, sealants, or paints  <b>NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 10 DAYS.</b> </p> <p><b>Note:</b> Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.</p>	<p><b>Notes and Exclusions:</b></p> <p>1.) Unless otherwise noted, one mobilization is included for the installation of the fence.</p> <p>2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.</p> <p>3.) No permit, survey and/or staking included. Fence line to be staked by others.</p> <p>4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.</p> <p>5.) Private utilities to be located by others. Fence line to be staked clear of utilities.</p> <p>6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.</p> <p>7.) No permits, bonds, dues, completed operations, professional liability insurance or primary noncontributory included.</p> <p>8.) All items not specifically mentioned in this proposal are excluded.</p> <p>9.) Unless otherwise noted, no addenda were received.</p> <p>10.) This proposal may be withdrawn by AFC if not accepted within 30 days.</p> <p>11.) AFC will not be subject to liquidated damages.</p> <p>12.) Entire fence line must be concrete truck accessible.</p> <p>13.) Waivers of subrogation are not included.</p>																								

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of;

**Authorized Signature:** Mike Schumacher

**Date:** 8/5/2024

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. **We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.**

**Customer/Contractor Signature:** \_\_\_\_\_

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

**Please Provide a Billing E-mail:** \_\_\_\_\_

# AMERICAN FENCE COMPANY



## Terms and Conditions

Customer assumes full responsibility for the location of property pins, staking of the fence and any inaccurately placed pins and/or stakes. Customer understands that American Fence Company has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., Cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Company to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees indemnify and hold harmless American Fence Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Company. Any time stated for installation is purely estimated. The customer agrees and accepts that American Fence Company will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by the customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Company. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company to complete the work. The customer is financially responsible for cancellation fees and cost of special-order materials in the event the customer elects to cancel the contract. Terms: 60% Down. Balance due on the date of completion. A service and handling charge of 5% per month – 60% annum will be applied to delinquent accounts past 10 days. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.