

Ashland-Greenwood Public Schools
Board Agenda
Saunders County School District No. One
Monday, May 3, 2010
Library, Ashland-Greenwood High School
1842 Furnas Street
Ashland, NE 68003

Regular Meeting
7:30 PM

If this agenda is not completed by 11:00 p.m., the meeting should be recessed to a later date.

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Recognition of public participation at the meeting, identification of speakers and determination of time limits on participation.
4. Approval of any changes in the mailed agenda and/or changes in the agenda order. (Note: All agenda action items must be submitted to the Superintendent of Schools at least 24 hours in advance of the meeting to be included on the agenda.)
5. Consideration and action on claim for Amanda Stuthman.
6. Visitors and Communications from the Public

No visitors have requested time on the agenda at this time.

7. Administrative and Practitioners Reports

- A. Ms. Finkey
- B. Ms. Bray
- C. Mr. Jacobsen
- D. Mr. Pease

8. Old Business

- A. Consideration and any necessary action related to the building construction project including review of Guaranteed Maximum Price and other updates. Pages 1-12
- B. Consideration and action on graduation requirements effective with the Class of 2014.
Pages 13-14
- C. Consideration and possible action on communications systems proposal. To Be Presented.
- D. Consideration and action on Interlocal Agreement with Saunders County for 2009-10.
Pages 15-21
- E. Consideration and action on contracts for Principal and Curriculum Supervisor. (The Board may want to move this to the end of the agenda and enter into executive session to discuss personnel.)

9. New Business

- A. Consideration of policy 3541 relating to transportation to replace 3541 and 3541.1.

Pages 22-26

- B. Consideration and action on hiring personnel.

- C. Establish a date for the Non-Certified Wage and Benefit Committee to meet to review wage and benefits for 2010-11 for employees working in non-certificated positions.

10. Information Items

- A. Discussion on location for summer board meetings.

11. Other items presented by Board members for future consideration.

12. The next meeting is scheduled for May 17, 2010 at 7:30 p.m. in the Library at Ashland-Greenwood High School at 1842 Furnas Street in Ashland, NE 68003.

Notices:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

Ashland - Greenwood Public Schools

4/22/2010

Bond Calculations

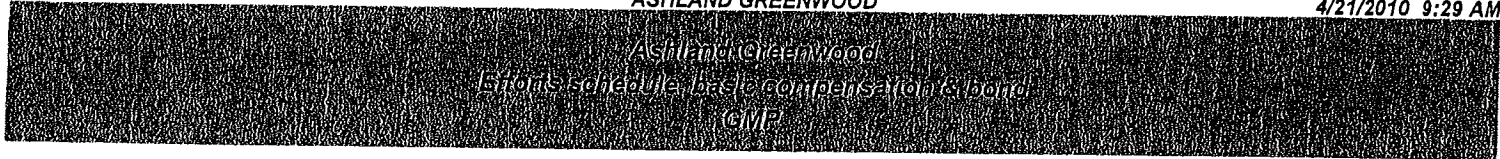
Bond 10% of total cost of project

Efforts & Basic Compensation	\$	365,824	
Elementary School GMP	\$	1,800,586	
High/Middle School GMP	\$	4,359,402	
	\$	<u>6,525,812</u>	
10% of project	\$	652,581	
Bond on 10%	\$		4,960

Bond full amount of Basic Compensation & reimbursables

Total Project Amount	\$	6,525,812	
less bid packages			
Elementary	\$	1,528,316	
High/Middle	\$	3,713,446	
subtotal	\$	<u>1,284,050</u>	
Bond on subtotal	\$		9,759
	\$		14,718
			Total bond cost

TOTAL GMP AMOUNT \$ 6,540,530



*Ashtland Greenwood
Efforts schedule, back compensation & board
CMP*

Project name ASHLAND GREENWOOD
Labor rate table Kingery
Report format Sorted by 'Group phase/Phase'
'Detail' summary

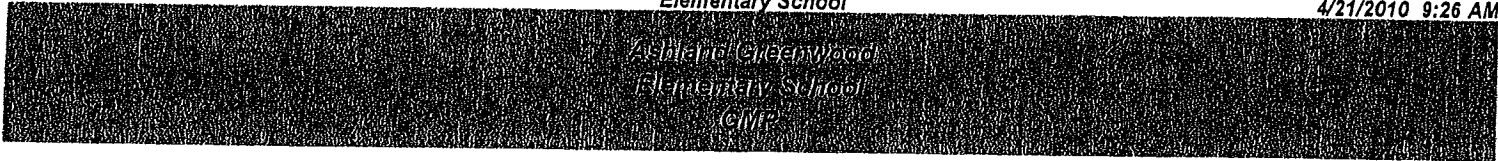


GENERAL CONDITIONS							
1000.050	SUPERVISION						
	100	Supervision-HS/MS	68.80 WK	137,738	-	-	137,738
	100	Supervision-Elementary	13.05 WK	19,408	-	-	19,408
	110	Pre-bond PM & PEx	1.00 LS	10,560	-	-	10,560
	110	Post-bond PM & PEx, etc.	1.00 LS	73,118	-	-	73,118

OPTION

Estimate Totals

Description	Amount	Total	Rate	Cost Basis
Labor	240,824			
Material				
Subcontract				
Equipment				
Other				
	240,824	240,824		
General Labor Burden				C
Basic services compensation	125,000			L
Bond - LS basis	14,718			L
Total		380,542		



Project name	Elementary School
Labor rate table	Kingery
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

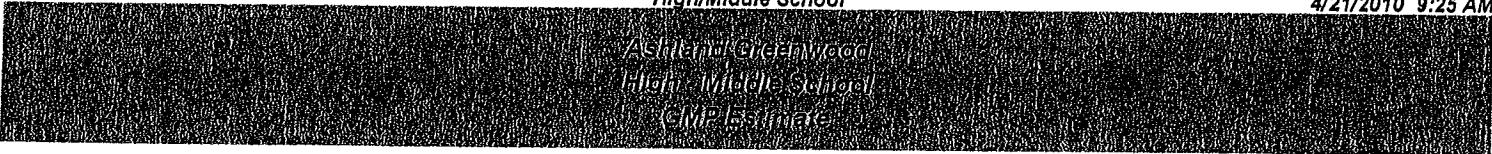


Code	Description	Quantity	Unit	Material	Subcontract	Total
GENERAL CONDITIONS						
1000.050	SUPERVISION					
1000.100	GENERAL CONDITIONS	23,031		25,076	3,750	68,471
1500.000	TEMPORARY FACILITIES	19,350		16,900	11,900	48,650
SITework						
2050.000	DEMOLITION	2,530		350	14,290	17,170
2200.000	EARTHWORK	3,916			132,382	137,228
2270.000	EROSION CONTROL	506		200		706
2281.000	SOIL TREATMENT				1,950	1,950
2444.000	FENCING & GATES				10,000	10,000
2515.000	CONCRETE PAVING				181,100	181,100
2700.000	SEWER SYSTEMS				36,572	36,572
2895.000	SITE RETAINING WALLS				9,050	9,050
2900.000	LANDSCAPE WORK				10,250	10,250
CONCRETE						
3100.000	CONCRETE FORMWORK			750		750
3200.000	REINFORCING STEEL			4,007		4,007
3300.000	CONCRETE				63,167	63,167
3410.000	STRUCTURAL PRECAST			128,540		128,540
MASONRY						
4200.000	MASONRY				5,540	5,540
METALS						
5120.000	STRUCTURAL STEEL			38,835	38,700	77,535
5210.000	BAR JOISTS					
5300.000	METAL DECKING					
5500.000	MISCELLANEOUS STEEL					
CARPENTRY						
5100.000	ROUGH CARPENTRY	350		1,600	8,487	10,437
5220.000	MILLWORK			2,500	12,632	15,132
THERM & MOIST PROTECTION						
6200.000	INSULATION	250		125		375
6530.000	FLEX SHEET ROOF				40,500	40,500
6620.000	SHEET MTL FLASHING & TRIM					
6800.000	SKYLIGHTS				59,160	59,160
6900.000	CAULKING				7,550	7,550
DOORS AND WINDOWS						
100.000	METAL DOORS & FRAMES			32,416		32,416
210.000	WOOD DOORS					
330.000	COILING DOORS AND GRILLES				15,621	15,621
410.000	ALUMINUM ENTRANCES				48,500	48,500
610.000	WOOD WINDOWS				38,895	38,895
700.000	FINISH HARDWARE					
800.000	GLASS & GLAZING					
FINISHES						
200.000	LATH & PLASTER				2,500	2,500
250.000	GYPSUM BOARD				31,800	31,800
300.000	TILE				80,800	80,800
510.000	ACOUSTICAL CEILINGS				18,588	18,588
520.000	ACOUSTICAL WALL TREAT					
550.000	RESILIENT FLOORING				18,148	18,148
580.000	CARPET					
600.000	PAINTING				15,698	15,698
SPECIALTIES						
1100.00	CHALK & TACK BOARDS			4,048		4,048
160.00	TOILET PARTITIONS					
520.00	FIRE PROTECT. SPECIALTIES					

Item	Description	Quantity	Unit Price	Material	Subcontractor	Total	Notes
10800.00 0	TOILET & BATH ACCESSORIES						
11400.00 0	EQUIPMENT FOOD SERVICE EQUIPMENT						
12302.00 0	FURNISHINGS WOOD CASEWORK			16,527		16,527	
15300.00 0	MECHANICAL FIRE PROTECTION				21,302	21,302	
15400.00 0	PLUMBING	354	670	200,196		201,220	
15500.00 0	HVAC SYSTEMS			123,000		123,000	
15950.00 0	CONTROLS						
15990.00 0	TEST, ADJUST AND BALANCE						
16010.00 0	ELECTRICAL ELECTRICAL COMPLETE				83,350	83,350	

Estimate Totals

Description	Amount	Totals	Rate	Cont Basis
Labor	50,287			
Material	272,544			
Subcontract	1,345,378			
Equipment	18,044			
Other				
	<u>1,686,253</u>	1,686,253		
Margin on Mech & Elect				C
		1,686,253		C
A-Material Sales Tax <1000.101				C
Wage Raise	1,257		2.500 %	C
Labor Burden on Wage Raise	399		31.750 %	O
General Labor Burden	15,966		31.750 %	C
Travel Mileage Reimbursement	4,700			L
Builders Risk Insur-BY OWNRE				T
Special Insurance %				T
Building Permit Scheule Fee				L
Building Permit Plan Review			58.000 %	O
Building Permit Fire Marshal/M	1,981		1.100 \$ / 1,000	T
Impact Fees				L
Limited permit fee				L
Curb Cut Permit				L
Sidewalk Permit				L
Allowance				L
Liquidated Damages				L
Architectural Fees				L
	<u>24,303</u>	1,710,556		
Equipment Rent by %				T
		1,710,556		
Contingency (CM)	54,018		3.000 %	T
Contingency (Owner)	<u>36,012</u>		2.000 %	T
	90,030	1,800,586		
Total		1,800,586		



Project name High/Middle School
Estimator nw
Labor rate table Kingery
Bid date 12/15/2009
Report format Sorted by 'Group phase/Phase'
'Detail' summary



Phase	Description	Quantity	Unit	Material	Material	Material	Material
	GENERAL CONDITIONS						
1000.050	SUPERVISION						
1000.100	GENERAL CONDITIONS			73,291	70,712	18,468	229,860
1500.000	TEMPORARY FACILITIES			15,956	25,414	23,546	64,916
	SITework						
2050.000	DEMOLITION			22,112	9,575	47,700	79,387
2200.000	EARTHWORK			11,180		145,081	157,191
2270.000	EROSION CONTROL			1,540	500		2,040
2515.000	CONCRETE PAVING					75,317	75,317
2600.000	UTILITY PIPING					69,600	69,600
2670.100	GEOHERMAL GROUND LOOP SY					300,288	300,288
2900.000	LANDSCAPE WORK					35,645	35,645
	CONCRETE						
3100.000	CONCRETE FORMWORK				2,500		2,500
3200.000	REINFORCING STEEL				15,052		15,052
3300.000	CONCRETE					133,616	133,616
	MASONRY						
4200.000	MASONRY					225,450	225,450
	METALS						
5120.000	STRUCTURAL STEEL			1,760	172,050	66,900	240,710
5210.000	BAR JOISTS						
5300.000	METAL DECKING						
5500.000	MISCELLANEOUS STEEL						
	CARPENTRY						
6100.000	ROUGH CARPENTRY			1,000	1,800	46,000	48,800
6220.000	MILLWORK				7,500	9,500	17,000
	THERM & MOIST PROTECTION						
7180.000	WATER REPELLENTS					5,000	5,000
7200.000	INSULATION			750	375		1,125
7240.000	EIFS					9,555	9,555
7410.000	MANFACT ROOF/WALL PANELS						
7530.000	FLEX SHEET ROOF					213,111	213,111
7620.000	SHEET MTL FLASHING & TRIM						
7900.000	CAULKING					15,000	15,000
	DOORS AND WINDOWS						
8100.000	METAL DOORS & FRAMES				67,360		67,360
8210.000	WOOD DOORS						
8330.000	COILING DOORS AND GRILLES					9,600	9,600
8410.000	ALUMINUM ENTRANCES					196,533	196,533
8520.000	FIBERGLASS WINDOWS					21,300	21,300
8700.000	FINISH HARDWARE						
8800.000	GLASS & GLAZING						
	FINISHES						
250.000	GYPSUM BOARD					179,950	179,950
300.000	TILE					86,800	86,800
400.000	TERRAZZO					41,689	41,689
510.000	ACOUSTICAL CEILINGS					94,444	94,444
520.000	ACOUSTICAL WALL TREAT						
650.000	RESILIENT FLOORING						
680.000	CARPET					81,172	81,172
900.000	PAINTING					53,800	53,800
	SPECIALTIES						
1100.00	CHALK & TACK BOARDS				9,500		9,500
1440.00	INTERIOR SIGNS					12,750	12,750
1500.00	LOCKERS			14,200		4,460	18,660
1520.00	FIRE PROTECT. SPECIALTIES						

Code	Description	Quantity	Unit	Rate	Amount	Subtotal	Total
EQUIPMENT							
11130.00 0	AUDIO - VISUAL SCREENS						
11400.00 0	FOOD SERVICE EQUIPMENT						
FURNISHINGS							
12345.00 0	MANUFACTURED CASEWORK			66,404	7,400	73,804	
12360.00 0	MUSIC CASEWORK			21,188	1,700	22,888	
MECHANICAL							
15000.10 0	COMPLETE MECHANICAL						
15300.00 0	FIRE PROTECTION				142,427	142,427	
15400.00 0	PLUMBING				246,420	246,420	
15500.00 0	HVAC SYSTEMS				447,000	447,000	
15950.00 0	CONTROLS						
15990.00 0	TEST, ADJUST AND BALANCE						
ELECTRICAL							
16010.00 0	ELECTRICAL COMPLETE			500	319,900	320,400	
16990.00 0	GENERATOR PAD	900		1,050		1,950	

Estimate Totals

Description	Amount	Totals	Rate	Cost Basis
Labor	128,489			
Material	485,680			
Subcontract	3,387,122			
Equipment	68,319			
Other				
	<u>4,069,610</u>	4,069,610		C
A-Material Sales Tax <1000.101				
Wage Raise	3,212		2.500 %	C
Labor Burden on Wage Raise	1,020		31.750 %	O
General Labor Burden	40,795		31.750 %	C
Travel Mileage Reimbursement	12,000			L
Builders Risk Insur-BY OWNER				T
Special Insurance %				T
Building Permit Scheule Fee				L
Building Permit Plan Review			58.000 %	O
Building Permit Fire Marshal/M	4,795		1.100 \$/ 1,000	T
Impact Fees				L
Limited permit fee				L
Curb Cut Permit				L
Sidewalk Permit				L
Allowance				L
Liquidated Damages				L
Fee on aid to construction	10,000			L
Architectural Fees				L
	<u>71,822</u>	4,141,432		
Equipment Rent by %				T
		4,141,432		
Contingency (CM)	130,782		3.000 %	T
Contingency (Owners)	<u>87,188</u>		2.000 %	T
	217,970	4,359,402		
Total		4,359,402		

S. Graduation Requirements

The following shall be the requirements for graduation for all students unless the student has an established Individualized Education Plan (IEP) in compliance with the Individual with Disabilities Education Act and that IEP identifies an alternate graduation plan. Transfer students may be given credit for coursework taken at other schools, at the discretion of the building principal, provided the institution at which the coursework was taken is accredited or approved by a state accrediting agency or the Department of Defense.

1. Two hundred forty total credits are required for graduation for the Class of 2013 and prior classes. Two hundred fifty five (255) total credits are required for graduation, beginning with the class of 2014. In accord with state law, 80% of those credits must be earned in the core curriculum subjects. Core curriculum subjects include those offered in the following subject areas: language arts, social studies, science, mathematics, career and technical education, world language, visual and performing arts, and personal health and fitness. (change from 240 required, adding 1 science course and making careers required)
2. Specific subject area requirements for graduation have been established in addition to the total credit requirements just discussed: (change science from 20 to 30 to reflect Rule 10)
 - a. English/Language Arts 40 credits
 - b. Social Studies 40 credits
 - c. Mathematics 30 credits
 - d. Science (Class of 2013 and Prior Classes) 20 credits
Science (Class of 2014 and After) 30 credits
 - e. Health 5 credits
 - f. Physical Education 5 credits
 - g. Careers/Transitions 5 credits
3. In order to meet the English/Language arts requirement, students will need to pass one literature-based and one writing based class as a part of their 40 credits: (no changes)
4. In order to meet the Social Studies requirement, students will need to pass World Geography, American History, World History, and Civics/Economics: (no changes)
5. In order to meet the Mathematics requirement, students will need to pass Algebra I and Geometry (or their approved equivalents) as part of their 30 credits: (no changes)

English/Language Arts: 40 credits required same courses offered

Social Studies: 40 credits

World Geography, American History, World History, and economics/civics required.

Psychology/Sociology not allowed to replace economics/civics for SS credit. Compared to the great majority of schools, we are out of sequence with our courses. Most schools are World Geo (9th), World History (10th), American history (11th), and Econ/Civics or Government (12th). We are not recommending a change in sequence at this time, but, may re-do sequence and course offerings when curriculum is reviewed.

Math 30 Credits, NO CHANGES recommended.

Science 30 Credits (previously 20)

Geo-science required (10 credits, 9th graders)

Biology required (10 credits, 10th graders)

Chemistry or Physical Science required for Juniors &/or Seniors

Health	Physical Science, Chemistry, Physics, or College Biology offered for Seniors 5 credits (same as current). Offered to 10 th graders as well as 11 th graders (to help balance elective options).
Physical Education	5 credits (same as current)
Careers/Transitions	5 credits (<u>must</u> be taken as a Sophomore or Junior). Every student must take this semester course during their 10 th or 11 th grade year.

Early Graduation

1. A student who has completed all graduation requirements by the end of the first semester of he/her senior year may exercise the early graduation option. Application forms for early graduation are available from the guidance counselor. Completion of those forms will require the approval/signature of the student, his/her parents/guardian, a guidance counselor, and the Principal and the Superintendent.
2. In order for a student to qualify and be approved for early graduation the student must have an Individualized Education Plan in accordance with IDEA that provides for an early graduation, or must demonstrate one of the following conditions and the condition must interfere with the students ability to continue to attend school:
 - a. A personal hardship including but not limited to an illness or the responsibility for the care of a dependent;
 - b. A financial hardship or need and a method to address the financial hardship through employment;
 - c. The pursuit of post-secondary education demonstrated by acceptance to and enrollment in a post-secondary program;
 - d. Moving to a location from which commuting to school would not be reasonable; or
 - e. The pursuit of a special talent or skill.
3. The school district will only conduct one graduation ceremony annually. Students opting for early graduation are encouraged to return to for the graduation ceremony in May. Diplomas will not be issued to early graduates until May, but official transcripts will be available at the time of separation for employment and post-secondary study purposes.

Clarify language regarding re-taking courses (page 8, W #3).

W. Awarding of Credits

1. Credits will be awarded on the basis of 5 credits per semester for all courses unless otherwise noted in course registration materials. Students will earn no credit for serving as a Teacher Assistant or for taking a Study Hall.
2. Credits are earned by receiving passing marks and by meeting all other class requirements.
3. If students elect, for any reason, to repeat a class they have already passed and received credit for, the grade earned upon repeating the course will replace the original grade with no additional credits being earned. Students who re-take a class that they passed previously MAY use those credits earned the first time taken as elective credits if the class being re-taken is a REQUIRED COURSE for graduation OR if the class is being retaken with the INSTRUCTOR or PRINCIPAL'S permission.

INTERLOCAL COOPERATIVE AGREEMENT FOR TRUANCY OFFICER

This Interlocal Cooperative Agreement has been entered into by and between Ashland-Greenwood Public Schools (hereinafter referred to as "AGPS"), and the County of Saunders (hereinafter referred to as "County") in accordance with the Interlocal Cooperation Act (Neb. Rev. §13-801, et set.), for the purpose of having a Truancy Officer at a AGPS location.

PART 1 – Recitals

WHEREAS, a Truancy Officer is a service that was not available in Saunders County, Nebraska; and,

WHEREAS, the evolution of services for youth within AGPS and Saunders County requires support and services in specific areas, i.e. truancy prevention and,

WHEREAS, a procedure for truancy monitoring, directing, coordinating, and reporting the daily activities of juveniles at risk for truancy violations would be beneficial to both AGPS and Saunders County in meeting the requirements of Neb. Rev. Stat. § 79-201 through 79-210; and,

WHEREAS, the Truancy Officer located at AGPS would greatly benefit the youth and families of AGPS and Saunders County; and,

WHEREAS, AGPS and Saunders County will work together to assist each child and family in making sure each child's educational needs are fulfilled; and,

WHEREAS, the utilization of the Truancy Officer will coordinate with AGPS officials and Saunders County in holding youth and their parents accountable for school attendance.

PART II – Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. *Authority and Purpose:*

1.1 Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Stat. 13-801 et seq., (the “Act”), authorize any two or more public agencies to enter into agreement for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. AGPS and the County are public agencies within the meaning of the Act.

1.2 AGPS has the authority to provide educational services to the children of the school district and is further required by Neb. Rev. Stat. § 79-209, appoint an attendance office who shall be charged with the investigation of violations of the compulsory attendance requirements of Neb. Rev. Stat. § 79-201, to establish a policy on excessive absenteeism by students from school, attempt to remediate truant behaviors, and if the student continues to be or becomes habitually truant, the attendance officer shall file a report with the county attorney. The County, through the County Attorney of Saunders County, Nebraska, may file a complaint against the child’s parent or guardian, and/or the child before a judge of the county court charging such person with the violation of Neb. Rev. Stat. § 79-201.

1.3 It is the purpose of this Agreement for AGPS and County to make the most efficient use of their powers by cooperating with each other on the basis of mutual

advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement that will accord best with geographic, economic, population and other factors influencing the reduction of truancy among the students of AGPS and the general needs and development of local communities.

2. Administration:

2.1 The Truancy Officer Program shall be administered by one individual appointed by each party who will meet as necessary to administer the program and to make appropriate adjustments of this joint venture for the provision of the truancy officer for AGPS and Saunders County as may be required from time to time (hereinafter referred to as individually as "Administrator" or collectively as "Administrators"). The Administrator may be changed from time to time by any party appointing such Administrator upon no less than seven (7) days advance written notice to the other party. Each Administrator shall communicate with the other Administrator to effectuate the terms of this Agreement. The Administrators shall meet no less often than once every three (3) months to discuss any matters pertinent to this Agreement and in particular shall discuss the effectiveness of the Truancy Officer program and personnel and changes or modifications needed to achieve the above said purposes.

2.2 Any real and personal property shall be acquired, held and disposed as set forth in this Agreement, or any amendment hereto.

2.3 No separate legal or administrative entity is created under this Interlocal Agreement.

2.4 Other school districts which qualify as public agencies under the Act may enter into this Agreement by amendment hereto executed by all parties.

3. Duration and Termination:

3.1 The initial term of this Agreement shall be for the period commencing on September 1, 2009, and continuing through August 31, 2010.

~~3.2 Upon the expiration of the Initial Term of this Agreement, the term of this Agreement shall extend automatically for successive consecutive terms of one (1) year each (each, a "Renewal Term"), but a Party may terminate the Agreement as to such Party by providing a written notice to the other Parties not less than ninety (90) days prior to the end of the Initial Term or Renewal Term. If such notice is given, the Agreement shall terminate at the end of the then current term.~~

4. Truancy Officer Services:

4.1 County: Saunders County agrees to:

4.1.1 Employ a Truancy Officer on a part-time, twenty hours per week basis during the AGPS school year in effect as established by the Saunders County Youth Services Grant. The Truancy Officer shall be a County employee for the purpose of compensation, fringe benefits, and all other personnel related matters.

4.1.2 The Truancy Officer Shall:

4.1.2.1 Provide information and training regarding Saunders County's mission, regulations and guidelines as outlined in the Saunders County staff personnel manual.

4.1.2.2 Work in conjunction with AGPS administrators and faculty in developing and improving strategies to assist juveniles in decreasing unexcused absences.

4.1.2.3 Conduct on behalf of AGPS investigations of possible violations of Neb. Rev. Stat. § 79-201 through 79-210, coordinate meetings between the child, parents and guardians of the child, and school social worker(s), and educational counselors.

4.1.2.4 If the child continues to be or becomes habitually truant, serve a written notice to the person violating Neb. Rev. Stat. § 79-201, warning him or her to comply with its provisions; and,

4.1.2.5 If within one week after the time of such notice is given such child continues to be truant, file a report with the Saunders County Attorney.

4.2 AGPS: AGPS agrees to:

4.2.1 Provide the appropriate office space and supervision to the Truancy Officer to perform his/her duties at AGPS for twenty (20) hours per week when school is in session.

4.2.2 Provide information or training regarding AGPS mission, regulations and guidelines outlined in the AGPS staff/school handbook and personnel manual.

4.2.3 Work in conjunction with Saunders County in developing and improving strategies to assist juveniles in decreasing unexcused absences.

5. Manner of Financing: AGPS shall pay to the County an annual fee in the sum of \$0 for the initial term of this Agreement, September 1, 2009 through August 31, 2010 to assist in paying compensation and fringe benefits of the Truancy Officer. Said payments will be made to Saunders County via the Saunders County Attorney's Office at quarterly interval, and shall be due on or before October 15, 2009, January 15, 2010, April 15, 2010 and July 15, 2010. ~~Should this Agreement be continued pursuant to~~

~~paragraph 2 above, the annual fee shall and payment dates shall be continued for the subsequent annual period or portion thereof on a per diem basis.~~

6. **Indemnification and Insurance:** The AGPS hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, the County and its agents and employees against all losses, claims, damages, and expenses, including attorneys' fees, arising out of or resulting from the performance of this Agreement by the School District. It is further understood and agreed that the County agrees to indemnify and hold harmless, to the fullest extent allowed by law, the AGPS, its agents and employees from and against all losses, claims, damages, and expenses, including attorneys' fees arising out of or resulting from the performance of this Agreement by the County. Both parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

7. **Modification:** This Agreement may be modified by written agreement of the parties.

8. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Parties hereto.

9. **Notices:** All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight

commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "A" hereto (which exhibit may be changed from time to time by notice of either party).

10. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

11. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties with respect to this subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated.

COUNTY OF SAUNDERS, NEBRASKA

ASHLAND-GREENWOOD
PUBLIC SCHOOLS

_____ Date _____

Saunders County Board Chairman

_____ Date _____

Mel Cerny, President
Board of Education
Ashland Greenwood Public Schools

_____ Date _____

Scott Tingelhoff
Saunders County Attorney

Business

Transportation

The Ashland-Greenwood Public Schools may operate vehicles for the transportation of students in accordance with state and federal laws. It is the intent of the board to operate the vehicles to the benefit of the students enrolled in the Ashland-Greenwood Public Schools. The district shall not rent, lease or loan vehicles to individuals or organizations for non-school related purposes.

Comment [cp1]: From Policy 3541

Within the limits prescribed by statute, the board of education shall establish for each fiscal year the transportation services to be provided by the school district.

To implement this policy, the board of education directs the superintendent of schools to prepare, for board review, an annual plan for provision of transportation services. The superintendent with the assistance of the elementary principal, should prepare plans, rules and regulations which specify regular routes and services; conditions for special transportation services for school related trips, exceptional children, or non-public school children; procedures for emergencies and safety; procedures for maintenance and protection against vandalism; and, procedures for approval of the use of private vehicles for transportation of pupils or employees on school related activities.

Use of Vehicles

The Superintendent or his or her designee may authorize vehicles may to be used for transporting: students to and from school; students and sponsors to district sponsored activities; students to school related activities sponsored by community organizations in support of activities for students or school/community associations (see related Board Policy 1210) including transportation of students to summer camps and other programs; affiliated district students; staff on district business; or school materials. The Superintendent shall establish, with board approval, fee schedules which shall be used for travel.

School Bus Drivers

School bus drivers are to be qualified and licensed as provided by law. Operation of school buses by persons other than qualified and licensed bus drivers is prohibited. All drivers must meet the Safe Driving Record Standard for Drivers as established by this policy.

Safe Driving Record Standard for Drivers

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit. One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or
3. Reckless driving or willful reckless, within the immediate 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test within the immediate prior 20 years; or
3. Reckless driving or willful reckless within the immediate 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor Vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test within the immediate prior 20 years; or
3. Reckless driving or willful reckless within the immediate prior 10 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Comment [cp2]: From Policy 354.1.1

Reimbursement for Use of Privately Owned Vehicles

The Superintendent of Schools may authorize the use of personal vehicles for school related business and transportation provided that the person using the vehicle is properly licensed and has adequate liability and property damage coverage for the vehicle. Reimbursement rates for use of privately owned vehicle shall be as specified within Nebraska R.R.S. 81-1176 by the Nebraska Department of Administrative Services. Professional certificated staff shall not be reimbursed for travel between school buildings.

Safe Pupil Transportation Plan

The Superintendent of Schools or his/her designee shall develop a safe pupil transportation plan to address students safety which addresses weapons, pupil behavior, terroristic threats, severe weather, hazardous materials, medical emergencies, procedures for mechanical breakdowns, and procedures that require pupil transportation vehicle operators to document and submit to designated school authorities the occurrence of any events covered by the Safe Pupil Transportation Plan that involved the pupil transportation vehicle operated by the driver or the pupils transported in it.

A copy of the plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request.

Long Distance Travel

Planning for travel beyond 200 miles or overnight must be approved in advance by the board of education.

Legal References: R.R.S. 79-601 to 79-613
Title 92, Nebraska Administrative Code, Chapter 91
Title 92, Nebraska Administrative Code, Chapter 92

Adopted: October 4, 1983

Revised: November 7, 1991

Revised: May 17, 2004, March 21, 2006

Revised: May 17, 2010

Business

Transportation Plan

Resident Eligibility

The district will furnish transportation to resident students to attend Ashland-Greenwood Elementary School or Ashland-Greenwood Middle/High School who reside outside the city limits of Ashland and to those students for which transportation is required by law. Resident students shall include Pre-School to 12th grade students in Saunders County School District #1. This transportation will be provided to and from the student's registered place of residence unless otherwise provided for and/or approved by the Superintendent or his/her designee. Resident students who live outside the city limits but who are not eligible for transportation by state law will be transported on a space available basis. The location of the residence of a student's baby-sitter cannot be used to determine eligibility for the student for district transportation.

Non-Resident Eligibility

The Board of Education provides bus transportation as a service to its residents. It is the policy of the district that residents living outside the city limits of Ashland shall always have first priority for bus service. Due the increase in the amount of miles and/or riders on some bus routes the board of education must place limitations on the use of bus service by non-resident students.

Therefore, Non-resident students, including new option enrollment students, are eligible on a space available basis as determined annually by the Board of Education. All non-resident students must meet the bus on the regular bus route at an existing stop or at a new stop located along the route. All new route stops must be reviewed and approved by the Superintendent or his/her designee.

Fees

The Board will charge a fee in accordance with Nebraska R.R.S. 79-605 for the service. A fee of \$50 shall be charged annually any non-resident family who utilizes bus service. The district shall not pro-rate the fee for use of the service for a part of the year.

Bus Stops

The district shall only consider the student's home ~~as the~~ when establishing a pick up and drop off point for transportation unless a parent designates a different point and that point is on a current school bus route and does not cause the district to alter existing bus routes or to overload a bus. Every attempt will be made by the district to establish collection points in residential developments, sanitary improvement districts and inside incorporated villages and cities that are within reasonable walking distance of the child's home.

Routes

Bus routes shall be established annually and updated continuously by the Superintendent of Schools with the assistance of the Transportation Supervisor and ~~Elementary Principal's Office~~ school building offices.

Guests

The Superintendent or his/her designee at his/her discretion may allow guests to ride to or from school. Guests shall only be allowed on a space available basis. Guests shall only include students enrolled in the Ashland-Greenwood Public Schools and shall be on an occasional basis.

Legal Reference: Nebraska R.R.S. 79-601 through 79-613

Approved: April 6, 1992

Revised: April 20, 1992; April 4, 1994; June 20, 1994; May 17, 2004, March 21, 2006