

Ashland-Greenwood Public Schools
Board Agenda
Saunders County School District No. One
Monday, March 1, 2010
Library, Ashland-Greenwood High School
1842 Furnas Street, Ashland, NE 68003
Regular Meeting
7:30 P.M.

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. Visitors and Communications from the Public

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

6. Administrative and Practitioners Reports
 - A. Mr. Jacobsen
 - B. Ms. Bray
 - C. Ms. Finkey
 - E. Mr. Pease

7. Old Business

- A. Discussion and any necessary action related to building construction.
- B. Consideration and action on policy related to dating violence. Page 1

8. New Business

- A. Consideration of transportation committee proposal for vehicle purchase
- B. Consideration of certificated staffing levels for 2010-11. Page 2
- C. Consideration of Interlocal Agreement with Saunders County for truancy officer.
Pages 3-9
- D. Consideration of matters related strategy on real estate purchase. (The Board may want to enter into executive session for discussion purposes.)

9. Information Items

A. There are no information items at this time.

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

11. The next meeting of the Board is set for Monday, March 15, 2010 at 7:30 p.m. in the High School Library at the Middle School/High School at 1842 Furnas Street in Ashland, NE.

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.

STUDENTS

SAFE SCHOOLS

SAFETY PERSONAL AND POSSESSIONS

DATING VIOLENCE

The Board of Education of Ashland-Greenwood Public Schools believes it is important to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Inappropriate behaviors, including but not limited to, dating violence, will not be tolerated and must be avoided by all students and staff.

Pursuant to Section 79-2,140, the Legislature has defined (a) "dating violence" to mean a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner; and (b) "dating partner" to mean any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors. Dating violence training, as defined by Section 79-2,141(4), shall be provided to staff deemed appropriate by the administration. The administration will be responsible for reviewing the school district's Student Code of Conduct to insure that this policy is reflected therein.

Adopted: March 1, 2010

**Proposed Certified Teaching Staff Levels
2010-11 School Year**

2009-10 Staffing Levels

A. Elementary	FTE
Art	0.5
Music	1.34
Counselors	1
Title 1	1.5
ASAP Teacher	0.75
Special Educ.	3
Foreign Language	0.75
Kindergarten	3
Grade 1	3
Grade 2	3
Grade 3	3
Grade 4	3
Grade 5	3
Grade 6	3
Phys Education	1
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Totals	30.84

B. 7-12 Staff	
Art	1
ASAP - SECC Comp	0.4
Music	1.41
Counselors	1
Foreign Language	1.25
Special Educ.	2
Voc Agriculture	1
Indust. Tech	1
English/Speech	4.2
Business	1
Home Economics	0.5
Mathematics	3.5
Phys Education	2
Social Sciences	3
Sciences	3
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Totals	26.26

C. K-12 Special Services	
Speech Therapy	1
Media/Technology	2.5
High Ability Learner	0.25
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Totals	3.75

D. Administrative	
Elementary	1
Secondary	2
District	2
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Totals	5

Total Staffing 65.85

2010-11 Staffing Levels

A. Elementary	FTE
Art	0.5
Music	1.34
Counselors	1
Title 1	1.5
ASAP Teacher	0.75
Special Educ.	3
Foreign Language	0.75
Kindergarten	4
Grade 1	4
Grade 2	3
Grade 3	3
Grade 4	3
Grade 5	3
Grade 6	3
Phys Education	1
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Totals	32.84

B. 7-12 Staff	
Art	1
ASAP - SECC Comp	0.4
Music	1.41
Counselors	1
Foreign Language	1.25
Special Educ.	2
Voc Agriculture	1
Indust. Tech	1
English/Speech	4.7
Business	1
Home Economics	0
Mathematics	3.5
Phys Education	2
Social Sciences	3
Sciences	3
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Totals	26.26

C. K-12 Special Services	
Speech Therapy	1
Media/Technology	2.5
High Ability Learner	0.25
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Totals	3.75

D. Administrative	
Elementary	1
Secondary	2
District	2
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Totals	5

Total Staffing 67.85

FTE = Full Time Equivalency

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 _____
Craig Pease
AGPS Superintendent

_____ Date _____
Scott Tingelhoff
Saunders County Attorney

_____ Date _____
Brad Jacobsen
Ashland-Greenwood HS Principal