



Work Session

Thursday, July 9, 2020 @ 6:00 PM Central
Middle School, 201 North Marian Road, Hastings, NE 68901

1. Roll Call -

2. Announcement - John Bonham -

3. Welcome to HEA reps and guests - John Bonham -

4. Review Board Norms/Goal - John Bonham -

5. *Accept resignation of Board Member - John Bonham -

6. Discuss the addition of bowling to the Senior High activities - Jeff Schneider/Tracy Douglas -

7. *Hearing and vote on amending the 2019-2020 budget - Jeff Schneider -

8. Equity Policies and Practice Update - Jeff Schneider -

9. *Approve a contract with CASA for an Attendance Coordinator for the STARS program - Jeff

Schneider -

10. 2020-2021 Budget preparation - Jeff Schneider -

11. *Approve resolution on Authority To Implement Health and Safety Requirements for the 2020-2021 School Year - Jeff Schneider -

12. *Approve revised Policy and Rule 404.06 and revised Policy and Rule 504.18 - Anti-Discrimination - Dave Essink -

13. Approve revised policies 103; 303.02; 402.01; 406.02; 406.06; 412.02; 501.0; 601.0 - Dave Essink -

14. *Approve the purchase of Second Step Kits for classroom teachers - Kandace Garwood -

15. *Approve the contract with the architect for the Morton Project - Trent Kelly -

16. Fall Opening Procedures - Jeff Schneider -

17. Graduation Plans - Jeff Schneider -

18. *Approve the addition of a 1.0 Intervention Technician at the Senior High - Kandace Garwood -

19. *Consent Agenda - David Essink -

20. Reminders - John Bonham -

21. Reports, etc., at Board Meeting - John Bonham -

22. Adjournment - John Bonham -

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*****Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Students, staff, families and community will collaborate to maximize readiness for our student's college/career and citizenship. We will increase the rigor and relevance of each student's learning experience while meeting their academic and well-being needs.

Hastings Public Schools

Board of Education Norms

We will work to achieve consensus while valuing differences of opinion both within our Board and when considering the input of others.

We will conduct meetings and business in a manner that is fair and professional.

We will strive to ensure our decisions are congruent with the mission, vision, and strategic plan for the District.

Each member will be committed to the School Board process by attending meetings, being on time, coming prepared, adhering to the agenda (the President of the Board may adjust the order of the agenda to allow the fullest participation of the available members of the Board upon the request of a Board Member), *referencing Robert's Rules of Order*, and participating to their full potential.

We will gather the necessary data; seek expertise from within and outside of our District; and attempt to hear from any parent, student, or other community member in order to make wise decisions that reflect all stakeholders.

We will regularly and intentionally communicate with one another, the administration, faculty, staff, students, community, and the press to ensure information is shared openly and in a relevant, timely and appropriate manner.

We will also maintain confidentiality when necessary.

We will serve as advocates for K-12 public education within our community, as well as within the state of Nebraska.

We will recognize that, as community leaders, we will adhere to the character standards that are the core of our school: respect, responsibility, compassion, and honesty.

Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

Projected Costs for Boys and Girls Bowling Teams (Winter Season)

Uniforms - Shirt \$45-60 per bowler Team size has not been determined by the NSAA JV & Varsity (20-30?) Check-out jersey each year, bowlers provide own pants	\$900-\$1800
Equipment - Teaching and training aids Bowlers provide their own balls Centers usually let bowlers rent shoes Centers have donor programs to provide shoes, balls, etc.	\$1000
Transportation - ?? Will depend on the schedule	??
Lineage Fees Pastime has not set a fee (will depend on schedule)	\$3000-5000
Coaching - 2 head coaches Where should they be placed on the salary schedule? (Category III)	\$6400
Total	\$11,300-14,200 (not including transp.)

**The NSAA is working on a Bowling manual. They just recently polled schools on their interest. The deadline to register is September 1, 2020.

Other Schools

McCook-not at this time

North Platte-yes (coop w/Med Valley)

Scottsbluff-no "until a contingent of bowlers requests it"

Gering-no

Lex-yes, board is voting on it in July

GI-hoping to add, waiting for more info from the NSAA

Holdrege-not this year

Kearney-not this year "Too much uncertainties to add anything right now"

Norfolk-highly unlikely "Due to the circumstances, we are not in the position to be adding programs"

Beatrice-not at this time

NOTICE OF AMENDED BUDGET HEARING AND AMENDED BUDGET SUMMARY

HASTINGS PUBLIC SCHOOLS (01-0018) in ADAMS County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 13th day of July 2020 at 7:00 o'clock, P.M., at 201 N. Marian Rd., Hastings, Nebraska for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following amended budget as a result of \$6 million in bond refinancing. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2017-2018 (1)	2018-2019 (2)	2019-2020 (3)			
Qualified Capital Purpose Undertaking	\$ 343,311.00	\$ 343,215.00	\$ 8,926,500.00	\$ 50,556.00	\$ 8,718,780.00	\$ 260,885.00

PREVIOUSLY ADOPTED BUDGET SUMMARY

HASTINGS PUBLIC SCHOOLS (01-0018) in ADAMS County, Nebraska, adopted November 18, 2019

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2017-2018 (1)	2018-2019 (2)	2019-2020 (3)			
Qualified Capital Purpose Undertaking	\$ 343,311.00	\$ 343,215.00	\$ 2,926,500.00	\$ 50,556.00	\$ 2,718,780.00	\$ 260,885.00

7-1-2020

Hastings Public Schools Equity Update 2020

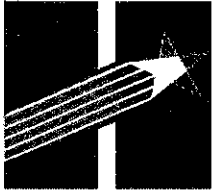
Policies	
402.01	Equal Employment Opportunity
404.06	Anti-Discrimination, Anti-Harassment, Anti-Retaliation (Staff)
504.18	Anti-Discrimination, Anti-Harrassment, Anti-Retaliation (Students)
604.04	Multicultural Education
606.01	Instructional Materials Selection

Practices	
Elementary	BIMAS screening teacher report
	Embedded stories of diversity
	Second Step Curriculum - Includes Bully Prevention Unit
	PBIS focus on creating school-wide and classroom caring communities. Examine minor and major referrals to determine disproportionality by ethnicity, gender, F / R Lunch, EL, SE, etc.
	Focus on Black History Month, 5th grade S.S. Rights / Freedoms
	Office Discipline Referrals investigated and action taken when appropriate
	National and state data are disaggregated and analyzed based on ethnicity, gender, F / R Lunch, EL, SE, etc.
Middle School	BIMAS screening teacher report BIMAS self-report 8th grade
	Reading & English classes: Read novels that include: Seedfolks, short story "Tuesday of the other June," Holocaust novel, Amigo Brothers, Literature circle novels that deal with systemic racism & cyclic violence, Social Studies classes: Problem Solving and Trade Off Units, Historical events of Ancient Civilizations World Cultures class : Discuss differences and similarities between racism,

	stereotypes, and discrimination in the United States and around the world FCS: Units of cultural traditions and self identity and acceptance which includes bullying and its impact
	Second Step Curriculum (Bullying, Harassment, Perspective, & Assumptions units)
	PBIS school. Examine minor and major referrals to determine disproportionality by ethnicity, gender, F / R Lunch, EL, SE, etc.
	Office Discipline Referrals investigated and action taken when appropriate
	National and state data are disaggregated and analyzed based on ethnicity, gender, F / R Lunch, EL, SE, etc.
High School	BIMAS screening teacher report
	Various literature studies
	After school clubs
	PBIS school. Examine minor and major referrals to determine disproportionality by ethnicity, gender, F / R Lunch, SE, etc.
	Office Discipline Referrals investigated and action taken when appropriate
	National and state data are disaggregated and analyzed based on ethnicity, gender, F / R Lunch, EL, SE, etc.
AWARE Grant	Youth Mental Health First Aid for all adults last year.

Moving Forward	
Committee	Establish an equity committee at the district level to continue and deepen this work.
AWARE Grant	School-based trauma informed practices training planned for Fall
	BIMAS teacher rating K - 12, self-reporting 8 - 12
	Looking at specific Restorative Justice training (train the trainer model)

	Purchasing School Connect as a curriculum for the High School
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**HASTINGS
PUBLIC SCHOOLS**

Assuring the essential. Expanding the possible.

HUMAN RESOURCES OFFICE

Memo

To: Jeff Schneider, Superintendent
From: David Essink, Director of Human Resources
Date: 7/6/2020
Re: CASA Contract

Superintendent Schneider:

I am recommending that Hastings Public Schools enters into a contract with CASA (Court Appointed Special Advocates) of South Central Nebraska to provide an Attendance Coordinator. This position will assist with the STARS (Striving Towards Attendance Realizing Success).

The contract will be in the amount of five thousand dollars (\$5,000) per year.

General Fund Receipts

	16-17	17-18	18-19	19-20 est	20-21 est
local	11,877,346	12,623,848	12,891,631	13,600,000	14,000,000
state aid	19,933,715	20,731,503	19,588,944	19,556,527	19,500,000
sped	3,066,091	3,083,461	3,221,688	3,400,000	3,400,000
state	1,927,501	1,970,024	2,210,884	1,900,000	2,000,000
Fed	2,526,214	1,864,240	2,478,645	2,500,000	2,600,000
	39,330,867	40,273,076	40,391,792	40,956,527	41,500,000

**RESOLUTION OF THE BOARD OF EDUCATION OF ADAMS COUNTY SCHOOL
DISTRICT NO. 01-0018, A/K/A HASTINGS PUBLIC SCHOOL DISTRICT REGARDING
THE FALL REOPENING AND RETURN TO SCHOOL**

BE IT RESOLVED THAT:

WHEREAS, for the past several months, various local, state, and national emergency orders, recommendations, guidance and directives have been issued regarding the COVID-19 global pandemic, including the Nebraska Department of Health and Human Services Directed Health Measure Order 2020-008 (dated April 1, 2020), which required that “All schools; public, private and parochial: are hereby ordered to cease all in-person instruction . . .;” and

WHEREAS, since the entry of Directed Health Measure Order 2020-008, the District has provided student instruction via remote or distance means; and

WHEREAS, since the end of the 2019-2020 school year, District administrators and staff members have worked diligently with key stakeholder groups, including public health officials and medical experts, to develop a plan to return to in-person student instruction during the 2020-2021 school year; and

WHEREAS, the evolving COVID-19 pandemic presents numerous challenges to developing a definitive return-to-school plan, given how the COVID-19 pandemic continues to rapidly develop in a fluid environment (including the possibility of a frequently updated “risk dial”); and

WHEREAS, the Board of Education supports the ongoing efforts to develop and implement a return-to-school plan, and the Board of Education believes that it is in the best interests of student learning that students return to in-person instruction during the 2020-2021 school year; and

WHEREAS, in order for the District to effectively and timely respond to the ever changing COVID-19 situation, the Board hereby desires to delegate certain authority and decision-making responsibility to the Superintendent or Superintendent’s designee so that the Superintendent or Superintendent’s designee may continue to plan for and ultimately implement without delay a return to in-person instruction during the 2020-2021 school year.

NOW, THEREFORE, the Board of Education hereby finds, determines, and adopts the following:

1. Ratification of Actions Taken to-Date. The Board of Education hereby ratifies, supports, and affirms all actions taken to-date by District administrators and staff in response to and planning for student instruction during the COVID-19 pandemic.

2. Delegation of Safety and Health Requirements. Pursuant to Neb. Rev. Stat. § 79-526, the Board of Education “shall make rules and regulations as it deems necessary for the government and health of the pupils and devise any means as may seem best to secure the regular

attendance and progress of children at school.” In fulfillment of that statutory requirement, and pursuant to all other applicable law, the Board of Education hereby expressly delegates to the Superintendent or Superintendent’s designee the authority to develop rules and regulations deemed necessary for the government and health of the District’s students and devise any means as may seem best to secure the regular attendance and progress of students at school. These rules and regulations may include a mask requirement or recommendation, sanitizing procedures, social distancing guidelines, building entry and admission protocols, and the like. In formulating, preparing, and implementing said rules and regulations, the Superintendent shall consult with appropriate stakeholder groups, including public health officials and medical experts.

In formulating, preparing and implementing such rules and regulations, the Board further expressly delegates and authorizes the Superintendent or Superintendent’s designee to develop and implement any and all other health and safety measures in response to the COVID-19 pandemic, including modifications or changes to the District’s 2020-2021 school calendar, transportation provisions and opportunities, extra-curricular and after-school activities, before-and-after-school care programs, and so forth.

By passage of this Resolution, the Board hereby expresses its expectation that all persons, including students, staff, community members, and other visitors comply with such rules and regulations.

3. Delegation of Student Handbook Provisions. The Board of Education hereby delegates to the Superintendent or Superintendent’s designee the authority to amend, update, or otherwise revise student handbooks for the 2020-2021 school year, so long as such amendments, updates, or revisions relate to the COVID-19 pandemic. Such amendments, updates, or revisions shall have the effect of rules and standards validly established pursuant to Neb. Rev. Stat. §§ 79-257, 79-259, 79-261, 79-262 and 79-264. Further, any such amendments, updates, or revisions (including a possible mask requirement) shall comply with Nebraska law, including Neb. Rev. Stat. §§ 79-734 and 79-2,127, *et seq.*

The Board expects students to comply with such amendments, updates, revisions and any other directives from District administrators and staff.

4. Delegation of Staff Handbook Provisions. The Board of Education hereby delegates to the Superintendent or Superintendent’s designee the authority to amend, update, or otherwise revise staff handbooks for the 2020-2021 school year, so long as such amendments, updates, or revisions relate to the COVID-19 pandemic. Such amendments, updates, or revisions shall have the effect of Board-approved expectations and directives. The Board further delegates to the Superintendent or Superintendent’s designee the authority to determine and implement staff return-to-work requirements, staff health and safety precautions, and, to the extent permitted by law, staff compensation arrangements, including the payment (or nonpayment) of extra duty stipends if a season or activity is cancelled due to the COVID-19 pandemic. The Board expects all staff to comply with such amendments, updates, and revisions.

5. Temporary Suspension of Board Policies and Delegation of Authority to Develop Rules. By passage of this Resolution, the Board hereby acknowledges that it has

balanced its desire for in-person student instruction with the fluid COVID-19 situation and the need for the District to achieve a proper balance with the limitations of the District's current budget, existing facilities, staffing levels, and limited resources. After balancing these competing interests, and to the extent permitted by law, the Board hereby suspends any Board policies that conflict with this Resolution or conflict with any action taken by the Superintendent or Superintendent's designee pursuant to this Resolution. Further, any Board policies that would otherwise prevent, hinder, or delay necessary action in carrying out or implementing the same in order to cope with the COVID-19 emergency are hereby waived and suspended. Once this Resolution expires, all Board policies (even those that conflict with this Resolution) will become and remain effective.

6. Decision-Making Process. The Superintendent and/or Superintendent's designee is expected to keep the Board reasonably informed of any meaningful actions taken pursuant to this Resolution.

7. Balancing Interests. The Board intends that the return to in-person instruction be implemented in a way that prioritizes the health and safety of students, families, and staff members. However, the Board acknowledges that a return to in-person instruction plan may mitigate, but will not completely eliminate, the associated risks of in-person instruction in the middle of the COVID-19 pandemic. As public health professionals have recognized, no single act or set of actions will eliminate the risk of COVID-19. The Board balances this risk while simultaneously recognizing that the need for quality, effective, in-person student instruction is a priority during the 2020-2021 school year. As a result, the Board has balanced these competing interests and has based its preference to return to in-person instruction on the Board's own unique and particular social, economic, and policy-making determinations.

8. Subsequent or Emergency Changes. The Superintendent or Superintendent's designee is hereby delegated and authorized to take any subsequent or emergency measures or actions in planning for or implementing a return to in-person student instruction and in response to the COVID-19 pandemic, including those measures that may not be explicitly referenced in this Resolution.

9. Subsequent Ratification. The Board intends to ratify the actions of the Superintendent or Superintendent's designee at a subsequent Board meeting.

10. Expiration. This Resolution, and all of the content, powers, delegation and authority therein, shall expire upon the earlier of: (1) a vote by a majority of the quorum of the Board or (2) the end of the 2020-2021 school year.

THIS RESOLUTION was adopted this ____ day of _____, 2020 by at least a majority vote of a quorum of the Board of Education at a duly held public meeting.

PRESIDENT, BOARD OF EDUCATION

SECRETARY, BOARD OF EDUCATION

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

1. Elimination of Discrimination

The Hastings Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Hastings Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated as “Coordinators” to handle inquiries regarding the non-discrimination policies:

Students: Donna Moss, Director of Student Services, 1924 West A Street, Hastings, Nebraska, 68901, donna.moss@hpstigers.org

Employees and Others: Jeff Schneider, Director of Finance and Operations, 1924 West A Street, Hastings, Nebraska, 68901, jeff.schneider@hpstigers.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

2. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others

Purpose:

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- Name-calling,
- Teasing or taunting,
- Insults, slurs, or derogatory names or remarks,
- Demeaning jokes,
- Inappropriate gestures,
- Graffiti or inappropriate written or electronic material,
- Visual displays, such as cartoons, posters, or electronic images,
- Threats or intimidating or hostile conduct,
- Physical acts of aggression, assault, or violence, or
- Criminal offenses.

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- Unwelcome sexual advances or propositions,
- Requests or pressure for sexual favors,
- Comments about an individual's body, sexual activity, or sexual attractiveness,
- Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see “Grievance or Complaint Procedures” in Rule 404.06), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

3. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18

HASTINGS PUBLIC SCHOOLS

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. Should unlawful discrimination, harassment, and/or retaliation be alleged, the following shall apply.

Grievance or Complaint Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

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

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- A summary of the facts,
- Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- If a finding is made that discrimination, harassment or other inappropriate

conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.

Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, the designated compliance officer, and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted

Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- Reviewing all evidence in harassment or violence cases to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- Recommending changes to this policy and grievance procedure.
- Performing other duties as assigned.

Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District (see Attachment B). The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18

HASTINGS PUBLIC SCHOOLS

**Complaint Form
Discrimination, Harassment or Retaliation**

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 404.06 for particular information pertaining to the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Donna Moss, Director of Student Services, 1924 West A Street, Hastings, Nebraska, 68901, dmoss@es9.org

Employees and Others: Jeff Schneider, Director of Finance and Operations, 1924 West A Street, Hastings, Nebraska, 68901, jschneid@esu9.org

Name: _____ Date: _____

(1) Description of the complaint: _____

(2) Names of any witnesses to the matter being complained about: _____

(3) Identify and attach any document supporting the complaint: _____

(4) Confidentiality: I (check one) ___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint): _____

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

For HPS Use Only

Received by: _____ Date: _____

Notice of Nondiscrimination

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Donna Moss, Director of Student Services, 1924 West A Street, Hastings, Nebraska, 68901, dmoss@es9.org

Employees and Others: Jeff Schneider, Director of Finance and Operations, 1924 West A Street, Hastings, Nebraska, 68901, jschneid@esu9.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

1. Elimination of Discrimination

The Hastings Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Hastings Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated as “Coordinators” to handle inquiries regarding the non-discrimination policies:

Students: Donna Moss, Director of Student Services, 1924 West A Street, Hastings, Nebraska, 68901, donna.moss@hpstigers.org

Employees and Others: Jeff Schneider, Director of Finance and Operations, 1924 West A Street, Hastings, Nebraska, 68901, jeff.schneider@hpstigers.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

2. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others

Purpose:

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- Name-calling,
- Teasing or taunting,
- Insults, slurs, or derogatory names or remarks,
- Demeaning jokes,
- Inappropriate gestures,
- Graffiti or inappropriate written or electronic material,
- Visual displays, such as cartoons, posters, or electronic images,
- Threats or intimidating or hostile conduct,
- Physical acts of aggression, assault, or violence, or
- Criminal offenses.

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- Unwelcome sexual advances or propositions,
- Requests or pressure for sexual favors,
- Comments about an individual's body, sexual activity, or sexual attractiveness,
- Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see “Grievance or Complaint Procedures” in Rule 404.06), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

3. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18

HASTINGS PUBLIC SCHOOLS

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. Should unlawful discrimination, harassment, and/or retaliation be alleged, the following shall apply.

Grievance or Complaint Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

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

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- A summary of the facts,
- Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- If a finding is made that discrimination, harassment or other inappropriate

conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.

Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, the designated compliance officer, and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted

Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- Reviewing all evidence in harassment or violence cases to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- Recommending changes to this policy and grievance procedure.
- Performing other duties as assigned.

Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District (see Attachment B). The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18

HASTINGS PUBLIC SCHOOLS

**Complaint Form
Discrimination, Harassment or Retaliation**

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Refer to Board Policy 404.06 for particular information pertaining to the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Donna Moss, Director of Student Services, 1924 West A Street, Hastings, Nebraska, 68901, dmoss@es9.org

Employees and Others: Jeff Schneider, Director of Finance and Operations, 1924 West A Street, Hastings, Nebraska, 68901, jschneid@esu9.org

Name: _____ Date: _____

(1) Description of the complaint: _____

(2) Names of any witnesses to the matter being complained about: _____

(3) Identify and attach any document supporting the complaint: _____

(4) Confidentiality: I (check one) ___ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint): _____

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

For HPS Use Only

Received by: _____ Date: _____

Notice of Nondiscrimination

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Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

1. Elimination of Discrimination

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Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

2. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others

Purpose:

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

Name-calling,
Teasing or taunting,
Insults, slurs, or derogatory names or remarks,
DemEANing jokes,
Inappropriate gestures,
Graffiti or inappropriate written or electronic material,
Visual displays, such as cartoons, posters, or electronic images,
Threats or intimidating or hostile conduct,
Physical acts of aggression, assault, or violence, or
Criminal offenses.

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

Unwelcome sexual advances or propositions,
Requests or pressure for sexual favors,
Comments about an individual's body, sexual activity, or sexual attractiveness,
Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see “Grievance or Complaint Procedures” in Rule 404.06), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

3. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18; 7-13-20

HASTINGS PUBLIC SCHOOLS

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. Should unlawful discrimination, harassment, and/or retaliation be alleged, the following shall apply.

Grievance or Complaint Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline**. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- Providing the parties with the opportunity to present witnesses and provide evidence.

- An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

- For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- A summary of the facts,

- Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and

- If a finding is made that discrimination, harassment or other inappropriate

conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.

Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, the designated compliance officer, and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted

Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.

- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.

- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.

Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.

Reviewing all evidence in harassment or violence cases to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.

Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.

Recommending changes to this policy and grievance procedure.

Performing other duties as assigned.

Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District (see Attachment B). The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18; 7-13-20

HASTINGS PUBLIC SCHOOLS

**Complaint Form
Discrimination, Harassment or Retaliation**

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 404.06 for particular information pertaining to the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Name: _

Date: _

(1) Description of the complaint: _

(2) Names of any witnesses to the matter being complained about: _

(3) Identify and attach any document supporting the complaint: _

(4) Confidentiality: I (check one) _ Do/do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do or do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint): _

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _

For HPS Use Only

Received by: _

Date: _

Notice of Nondiscrimination

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

1. Elimination of Discrimination

The Hastings Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Hastings Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated as “Coordinators” to handle inquiries regarding the non-discrimination policies:

Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

2. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others

Purpose:

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- Name-calling,
- Teasing or taunting,
- Insults, slurs, or derogatory names or remarks,
- Demeaning jokes,
- Inappropriate gestures,
- Graffiti or inappropriate written or electronic material,
- Visual displays, such as cartoons, posters, or electronic images,
- Threats or intimidating or hostile conduct,
- Physical acts of aggression, assault, or violence, or
- Criminal offenses.

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- Unwelcome sexual advances or propositions,
- Requests or pressure for sexual favors,
- Comments about an individual's body, sexual activity, or sexual attractiveness,
- Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see “Grievance or Complaint Procedures” in Rule 404.06), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

3. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18; 7-13-20 Revised 8-20-18;
7-13-20

ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION

The Hastings Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. Should unlawful discrimination, harassment, and/or retaliation be alleged, the following shall apply.

Grievance or Complaint Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District’s investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

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

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- A summary of the facts,
- Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and

- If a finding is made that discrimination, harassment or other inappropriate

conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.

Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, the designated compliance officer, and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted

Training:

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does

not occur or recur.

Rule 504.18
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- Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- Reviewing all evidence in harassment or violence cases to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- Recommending changes to this policy and grievance procedure.
- Performing other duties as assigned.

Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District (see Attachment B). The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Approved 10/19/2015 Reviewed 6-18-18; 7-16-18; 8-20-18 Revised 8-20-18; 7-13-20

HASTINGS PUBLIC SCHOOLS

**Complaint Form
Discrimination, Harassment or Retaliation**

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 404.06 for particular information pertaining to the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Name: _____ Date: _____

(1) Description of the complaint: _____

(2) Names of any witnesses to the matter being complained about: _____

(3) Identify and attach any document supporting the complaint: _____

(4) Confidentiality: I (check one) ___ do ___do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

(5) Relief requested (what I want done in response to this complaint): _____

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: _____

For HPS Use Only

Received by: _____ Date: _____

Notice of Nondiscrimination

The Hastings Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth, sexual orientation or gender identity, or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Director of Special Education, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7516

Employees and Others: Director of Human Resources and Operations, 1924 West A Street, Hastings, Nebraska, 68901, 402-461-7501

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12th Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

EQUAL EDUCATIONAL OPPORTUNITY

The Board will not discriminate in its educational activities on the basis of: sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

The Board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with, or performing services for, the School District to subscribe to all applicable federal and state laws, executive orders, rules, and regulations pertaining to contract compliance and equal opportunity.

The Board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of race, color, religion, sex, marital status, national origin, or disability. Further, the Board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment.

Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct, or other expressive behavior directed at an individual or group that intentionally demeans the sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity or other protected status of the individual or individuals or creates an intimidating, hostile, or demeaning environment for education.

It is the intent of the Hastings Public Schools to ensure that students who are regarded as possessing a disability or handicap within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services.

- Legal Reference: Neb. Statute 79-1110-1167 and 79-2114-2124
 Section 504 of the Rehabilitation Act of 1973
 20 U.S.C. §§ 1221 et seq.
 20 U.S.C. §§ 1681 et seq.
 20 U.S.C. §§ 1701 et seq.
 29 U.S. C. § 794
 42 U.S.C. §§ 12101 et seq.
 28 C.F.R. Pt. 35.1
 34 C.F.R. Pt. 100
 34 C.F.R. Pt. 104
 34 C.F.R. Pt. 106
- Cross Reference 102 Philosophy, Mission Statement, and District
 Performance Priorities
- 501 Objectives for Equal Educational Opportunities
 for Students

ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

It shall be the responsibility of the Superintendent to make a recommendation to the Board for filling an administrative position. The Board shall act only on the Superintendent's recommendation

In filling an administrative position, the Superintendent shall consider applicants who meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the position. In recommending an administrator, the Superintendent shall consider the qualifications, credentials and records of the applicants without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status. The Superintendent will look closely at the training, experience, skill, and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the Superintendent shall also consider the School District's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the Superintendent.

Approved 3-17-03 Reviewed 9-17-18 Revised 9-17-18;7-13-2020

HASTINGS PUBLIC SCHOOLS

EQUAL EMPLOYMENT OPPORTUNITY

The Hastings Public Schools shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the District's established equal employment opportunity policies. Employees shall be given notice of this policy annually.

The Board shall appoint the Superintendent as equal employment opportunity coordinator. The equal employment opportunity coordinator shall have the responsibility for drafting the equal employment opportunity plan. The equal employment opportunity plan shall be reviewed by the Board at least every two (2) years.

Individuals who file an application with the School District will be given consideration for employment if they meet or exceed the qualifications set by the Board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the Board shall consider the qualifications, credentials, and records of the applicants without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status. In keeping with the law, the Board shall consider the veteran status of applicants.

Advertisements and notices for vacancies within the District shall contain the following statement: "The Hastings Public School District is an equal employment opportunity employer." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity laws and policies including, but not limited to, complaints of discrimination shall be directed to the Equal Employment Opportunity Coordinator by writing to the EEO Coordinator, Hastings Public School District, 1924 West A Street, Hastings, Nebraska, or by telephoning 402-461-7500.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, (816) 268-0550 or the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial

Mall South, 5th floor, P.O. Box 94934, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the School District's central administrative office and the administrative office in each attendance center.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 103 Equal Educational Opportunity
404.06 Harassment
406.02 Certificated Employee Qualifications,
Recruitment and Selection
412.02 Classified Staff Qualifications, Recruitment and
Selection

HASTINGS PUBLIC SCHOOLS

CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT AND SELECTION

Persons interested in a certificated position, other than administrative positions which will be employed in accordance with Board policies in Series 300, "Administration," shall have an opportunity to apply and qualify for certificated positions in the School District without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status. Job applicants for licensed positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state certificate or license if required for the position.

A vacancy occurs when an employee resigns, retires, transfers, or is terminated and a replacement is required or when a new position is approved based on needs. Once a vacancy occurs, it will be advertised for a period determined by the Assistant Superintendent of Curriculum and Human Resources. At the close of the advertisement period, the interviewing process may commence.

An exception to this process will be made each year from July 15 until vacant positions are filled throughout the District for that school year. During this period of time, interviews will be held as possible. The Superintendent, however, may make appointments to positions due to time constraints.

Applications for employment may be obtained from, and completed applications shall be returned to, the School District Administrative Office. Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who will be directly supervising and overseeing the person being hired.

The Board shall employ certificated employees after receiving a recommendation from the Superintendent. However, the Superintendent shall have the authority to employ a certificated employee on a temporary basis until a recommendation can be made and action can be taken by the Board on the position.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference:	402.01	Equal Employment Opportunity
	406	Certificated Employees - General
	411.01	Substitute Teachers
	412.02	Classified Staff Qualifications, Recruitment, and Selection

Approved 11-18-02 Reviewed 9-17-18 Revised 9-17-18;7-13-2020

HASTINGS PUBLIC SCHOOLS

CERTIFICATED EMPLOYEE ASSIGNMENT AND TRANSFER

It shall be the policy of the Hastings Public Schools that the assignment of certificated employees to specific positions will be the sole responsibility of the Superintendent of School. When making such assignments, the Superintendent, or designee, will take into consideration the needs of the District and the qualifications of certificated employees. Assignments shall be made without regard to age, race, creed, religion, nationality, sex, marital status, disability, sexual orientation or gender identity. Insofar as possible, assignments shall be made prior to August 1 for the upcoming school year.

Assignments of administrators and supervisory personnel shall be made by the Board of Education upon recommendation of the Superintendent of Schools.

No new assignment will be made which places one member of a family in a direct supervisory or evaluative relationship with another member of his/her immediate family. For purposes of administration of the policy, a member of the immediate family will be defined as: spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild and step-parent.

Voluntary Transfer

It shall be the policy of the Hastings Public Schools that the value created by a variety of job assignments is recognized as contributing to the development of certificated employees. At least once yearly, certificated employees will be afforded the opportunity of requesting a voluntary transfer to another vacant position in the District. This opportunity will normally be afforded at the time that the preliminary staffing forms are completed.

Involuntary Transfer

It shall further be the policy of the Hastings Public Schools that the Superintendent of Schools can make involuntary transfers of certificated employees from one assignment to another, provided that such transfers are based upon the needs of the District and upon the qualifications of the staff members.

Change of Assignment Within a School

The building principal shall have the authority to change the assignment of certificated employees assigned to his/her building, provided that the employees

are qualified for their new assignment. Such a change will not be considered an involuntary or voluntary transfer.

Cross Reference: 402.01 Equal Opportunity Employment
 404 Employee Health and Well-Being

Approved 11-18-02 Reviewed 12-17-12; 9-17-18 Revised 12-17-12; 9-17-18; 7-13-2020

HASTINGS PUBLIC SCHOOLS

OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the Board Policy Manual is devoted to the Board's goals and objectives for assisting the students of the School District in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series. It is the goal of the Board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the School District. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The Board supports the delivery of the education program and services to students free of discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status. This concept of equal educational opportunity serves as a guide for the Board and employees in making decisions relating to School District facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules, and regulations affect students while they are on School District property or on property within the jurisdiction of the School District; while on school-owned, operated, or chartered transportation; while attending or engaged in school activities; and, under certain circumstances, while away from school grounds.

This section of the Board policy refers to the term "parents" in many of the policies. The term parents for purposes of this policy manual shall mean the legal parents. It shall also mean the legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.

Inquiries by students regarding compliance with equal educational opportunity laws and policies, including, but not limited to, complaints of discrimination, shall be directed to the Superintendent.

While inquiries are best handled locally, inquiries may also be directed in writing to the Director of the Region VII Office of Civil Rights, U.S. Department of Education, 10220 N. Executive Hills Blvd., 8th Floor, Kansas City, Mo. 64153-1367, (816) 891-8156 or Nebraska Department of Education, 301 Centennial Mall South, Lincoln, NE. (402) 471-2444. This inquiry or complaint to

the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the School District's Central Administrative Office and the Administrative Office in each attendance center.

Legal Reference: Sect. 504 of the Rehabilitation Act of 1973
 20 U.S.C. §1681 et seq. (1994)
 34 C.F.R. §104 et seq.
 34 C.F.R. §160 et seq.
 Neb. Statute 79-2,114 et seq. (Neb. Equal
 Opportunity in Education Act).

Cross Reference: 100 District Organization and Basic Commitments

Approved 12-15-03 Reviewed 9-17-18 Revised 9-17-18;7-13-2020 sexual
orientation or gender identity

HASTINGS PUBLIC SCHOOLS

GENERAL POLICY STATEMENTS

This series of the Board Policy Manual is devoted to the goals of the education program as described by the Mission Statement of the District. The Board's objective in the design, contents, and delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

In providing the education program of the School District, the Board shall act to carry out the following belief statements:

Individuals should be provided with appropriate educational opportunities in order to learn, develop, and succeed to their fullest capacity.

The dignity, worth, and uniqueness of individuals should be respected.

Individual rights should be exercised and protected in a manner designed to preserve and respect the rights of others.

The educational process depends upon the active partnership of students, school, family, and community.

Individuals should develop the ability to deal responsibly, ethically, and knowledgeably with decisions and choices in a changing world.

The development of basic intellectual competencies is essential for success and lifelong learning.

The ability to work and cooperate with other people is essential.

The schools should make effective and efficient use of all resources for the maximum benefit of all students.

Approved 2-16-04 Reviewed 9-17-18 Revised 9-17-18; 7-13-2020

HASTINGS PUBLIC SCHOOLS



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
 orders@cfchildren.org

Quote	
Quote #	5008408
Date	6/22/2020
Customer ID	10126011

Bill To	Ship To
Hastings Public Schools 1924 West A Street Hastings NE 68901 United States	Susan Lindblad Hastings Public Schools 1924 West A Street Hastings NE 68901 United States

Requested By	Ship To	Setup Admin	Entered By
Susan Lindblad	Susan Lindblad	Name: Susan Lindblad Email: susan.lindblad@hpstigers.org	Joany Higgins

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
100901	100876 Second Step K-5 SEL 200099 Bullying Prevention K-5				19	\$3,419.00	\$64,961.00
900630	Second Step Middle School: 3-Year Schoolwide Renewing Subscription ID: 80006169		7/31/2020	7/31/2023	1	\$6,599.00	\$6,599.00
106018	Second Step Middle School (2008) Grade 6 Poster Set				3	\$28.00	\$84.00
106019	Second Step Middle School (2008) Grades 7-8 Poster Set				6	\$36.00	\$216.00
300099	Grades K-5 Child Protection Unit Notebooks				5	\$1,129.00	\$5,645.00

Subtotal	\$77,505.00
Discount	(\$7,750.50)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$69,754.50

Please remit in US Funds.

Make check payable to: Committee for Children

*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5008408 on your order to guarantee pricing.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of May in the year Two Thousand Twenty
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

Adams County School District 01-0018
a/k/a Hastings Public Schools
1924 West A Street
Hastings, NE 68901

and the Architect:
(*Name, legal status, address and other information*)

Cannon Moss Brygger & Associates PC dba CMBA Architects PC
208 N. Pine St., Suite 301
Grand Island, NE 68801

for the following Project:
(*Name, location and detailed description*)

Morton Elementary Renovations
731 N. Baltimore Avenue
Hastings, NE 68901

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TBD

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Construction Documents estimated September 2020

.2 Construction commencement date:

estimated October 2020

.3 Substantial Completion date or dates:

(Paragraphs deleted) December 2021

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Trent Kelly, Director of Operations & Technology
Hastings Public Schools
1924 West A Street
Hastings, NE 68901

(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Brisnehan
CMBA Architects PC
208 N. Pine St., Suite 301
Grand Island, NE 68801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer: TBD
R.O. Youker, Inc. Or Olsson

(Paragraphs deleted)

- .2 Civil Engineer: TBD

(Paragraphs deleted)

- .3 Mechanical & Electrical Engineer:
(Not in Contract)

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

Init.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

(Row deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.10 Interior Design will be included in Basic Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 30 (thirty) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Init.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Percentage Basis

Five and Fifteen Hundredths percent (5.15%) of the total cost of the work, including Alternates

CMBA will credit \$5,500 of previously paid fee toward the percentage fee.

(Paragraphs deleted)

When compensation is based on a percentage of the Cost of the Work and any portions of the project are deleted or otherwise not constructed, compensation for those portions of the project shall be payable to the extent services are performed on those portions based on (1) the lowest bona fide bid or negotiated proposal or (2) if no such bid or proposal is received, the most recent preliminary estimate of the Cost of the Work or detailed estimate of the Cost of the Work for such portions of the project.

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly at time of service or other agreed upon terms

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates attached as Exhibit A

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 90 (ninety) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 ½ % per month per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Arch
- .2

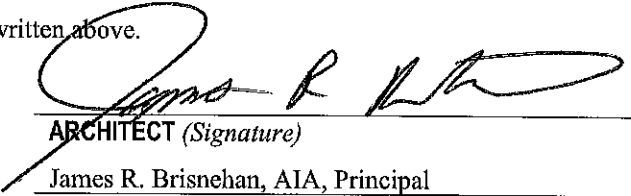
(Paragraphs deleted)

Hourly Rate Sheets – Exhibit A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jeff Schneider, Superintendent
(Printed name and title)



ARCHITECT (Signature)

James R. Brisnehan, AIA, Principal
(Printed name, title, and license number, if required)



2020 STANDARD BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

PRINCIPAL.....	\$170
ASSOCIATE PRINCIPAL.....	\$125
ASSOCIATE	\$125
SENIOR ARCHITECT.....	\$170
HEALTHCARE PLANNER	\$160
ARCHITECT III	\$120
ARCHITECT II.....	\$115
ARCHITECT I.....	\$95
INTERN ARCHITECT II	\$90
INTERN ARCHITECT I.....	\$80
PROJECT MANAGER III.....	\$145
PROJECT MANAGER II.....	\$120
PROJECT MANAGER I.....	\$100
TECHNICIAN III	\$85
TECHNICIAN II	\$80
TECHNICIAN I	\$75
INTERIOR DESIGNER III.....	\$105
INTERIOR DESIGNER II	\$80
INTERIOR DESIGNER I	\$75
INTERN	\$60
MARKETING SPECIALIST	\$100
GRAPHIC DESIGNER	\$85
CLERICAL.....	\$60

PERSONNEL

Certificated Staff Appointments – Sharidan Erb, Rylee Morris, Janelle Steig, Joanna Utecht

The administration recommends acceptance of the following Certificated appointment(s):

Sharidan Erb to Preschool position to replace Jalynda Hollister who resigned. Position was located at Alcott, preschool section is being moved to Lincoln due to classroom space. Ms. Erb will be placed at BA9-7 according to the 2020-2021 certificated salary schedule. Information about Ms. Erb is attached.

Rylee Morris to Special Education position at Senior High to replace 0.25 FTE of Kelly Schelkopf who transferred to full time Math and .50 FTE Special Education Teacher and 1.0 FTE Special Education Para positions that have gone unfilled since 2018-19. Ms. Morris will be placed at BA-1 according to the 2020-2021 certificated salary schedule. Information about Ms. Morris is attached.

Janelle Steig to Foreign Language/Spanish position at Senior High to replace Melissa Everson who transferred to another position. Ms. Steig will be placed at BA9-1 according to the 2020-2021 certificated salary schedule. Information about Ms. Steig is attached.

Joanna Utecht to Family & Consumer Sciences position at Senior High to replace Teri Burns who retired. Ms. Utecht will be placed at MA9-13 according to the 2020-2021 certificated salary schedule. Information about Ms. Utecht is attached.

Certificated Staff Transfers –Kelly Schelkopf

The administration recommends acceptance of the following Certificated transfer(s):

Kelly Schelkopf from 0.60 FTE Math/0.40 FTE Special Education split position to 1.0 FTE Math position at Senior High due to student needs. Ms. Schelkopf's wage and placement will remain the same according to the 2020-2021 certificated salary schedule.

Extra Standard Resignations – Jody Kauffman, Jonathan Lindblad, Courtney McCarty, Amy Sloan, Stephanie Strong

The administration recommends the following Extra Standard resignation(s):

Jody Kauffman resigned from Learning Team Liaison (5th grade) position effective the end of the 2019-20 school year.

Jonathan Lindblad resigned from Learning Team Liaison (STS) position effective the end of the 2019-20 school year.

Courtney McCarty resigned from Senior High Assistant Girls Soccer position effective the end of the 2019-2020 school year.

Amy Sloan resigned from Learning Team Liaison (3rd grade) position effective the end of the 2019-20 school year.

Stephanie Strong resigned from Learning Team Liaison (5th grade) position effective the end of the 2019-20 school year.

Extra Standard Transfers – Cody Ochsner

The administration recommends the following Extra Standard transfer(s):

Cody Ochsner from 7th Assistant Girls Basketball to 7th Head Girls Basketball at Middle School to replace Scott Rosno who resigned. Ms. Ochsner's stipend and placement will remain the same according to the 2020-2021 extra standard salary schedule.

Extra Standard Appointments – Kara Acino, Michelle Haase, Ronda Loetterle, Michael McPhillips, Rylee Morris, Breanna (Obermiller) Patsios, Aaron Oswald,

The administration recommends the following Extra Standard appointment(s):

Kara Acino to Speech at Senior High to replace Belle Williams who retired. Ms. Acino will be paid the SH Speech stipend of \$3,127.50 at Category III, Level 1 according to the 2020-2021 extra standard salary schedule. Information about Ms. Acino is attached.

Michelle Haase to Assistant Swimming at Senior High to replace Whitney Scribner who resigned. Ms. Haase will be paid the SH Assistant Swimming stipend of \$1,737.50 at Category I, Level 1 according to the 2020-2021 extra standard salary schedule.

Ronda Loetterle to Learning Team Liaison (3rd grade) to replace Amy Sloan who transferred to another position. Ms. Loetterle will be paid the Learning Team Liaison stipend of \$868.75 according to the 2020-2021 extra standard salary schedule.

Michael McPhillips to 8th Grade Assistant Football at Middle School to replace Fred Knapple who retired. Mr. McPhillips will be paid the MS Assistant Football stipend of \$1,737.50 at Category I, Level 1 according to the 2020-2021 extra standard salary schedule.

Rylee Morris to Assistant Volleyball at Senior High to replace Naomi Gomez who resigned. Ms. Morris will be paid the SH Volleyball stipend of \$3,127.50 at Category III, Level 1 according to the 2020-2021 extra standard salary schedule. Information about Ms. Morris is attached.

Breanna (Obermiller) Patsios to 7th Assistant Girls Basketball at Middle School to replace Cody Ochsner who transferred to another position. Ms. Patsios will be paid the MS Assistant Basketball stipend of \$1,737.50 at Category I, Level 1 according to the 2020-2021 extra standard salary schedule.

Aaron Oswald to Learning Team Liaison (MS Math) to replace Lexi Wichelt who transferred to another position. Ms. Oswald will be paid the Learning Team Liaison stipend of \$868.75 according to the 2020-2021 extra standard salary schedule.

Classified Staff Releases/Resignations/Retirements – Megan Borrell, Linda Colburn, Valisity Richardson, Cynthia Svoboda

The administration recommends acceptance of the following classified retirement(s)/resignation(s):

Megan Borrell resigned from Bus Monitor position effective the end of the 2019-2020 school year.

Linda Colburn retired from Special Education Skill 3 Para position at Senior High effective the end of the 2019-2020 school year.

Valisity Richardson resigned from Paraeducator position at Hawthorne effective the end of the 2019-2020 school year.

Cynthia Svoboda retiring from Maintenance position effective August 9, 2020.

Classified Staff Transfer(s) – Martha Dewitt, Marilyn Evans

The administration recommends acceptance of the following Classified transfer(s):

Martha Dewitt from Paraeducator to Special Education Paraeducator at Alcott to replace Joyce Herman who retired. Ms. Dewitt's wage will remain the same according to the 2020-2021 classified salary schedule. Ms. Dewitt's position will not be replaced.

Marilyn Evans from Substitute Bus Monitor to full time Bus Monitor to replace Megan Borrell who resigned. Ms. Evans will be paid the starting wage for Bus Monitor according to the 2020-2021 classified salary schedule, with adjustments for prior District experience.

Classified Staff Appointments – Alexander Aldrich, Talaytha Malesker, Angelica Prattini

The administration recommends the following Classified appointment(s):

Alexander Aldrich to Library Paraeducator at Senior High to replace Steve Adelson who retired. Mr. Aldrich will be paid the starting wage for Paraeducator according to the 2020-2021 classified salary schedule, with adjustment for education and/or prior experience. Information about Mr. Aldrich is attached.

Talaytha Malesker to Special Education Skills 3 Paraeducator position at Hawthorne to replace Tiffany Bartling who resigned. Ms. Malesker will be paid the starting wage for Special Education Skills 3 Paraeducator according to the 2020-2021 classified salary schedule, with adjustment for education and/or prior experience. Information about Ms. Malesker is attached.

Angelica Prattini to Preschool Paraeducator position at Hawthorne to replace Dora Leyva who resigned. Ms. Prattini will be paid the starting wage for Paraeducator according to the 2020-2021 classified salary schedule, with adjustment for education and/or prior experience. Information about Ms. Prattini is attached.