

**AGENDA**

**SCHOOL DISTRICT OF NEW GLARUS  
REGULAR SCHOOL BOARD MEETING**

**MONDAY, AUGUST 3, 2020**

**HIGH SCHOOL LIBRARY/MEDIA CENTER, ROOM 183 JOIN ZOOM MEETING USING  
LINK**

**HTTPS://US02WEB.ZOOM.US/J/84481173357?PWD=WHM0A2Y2TES0ULZMULZ  
YRVPHZKH0QT09 OR BY PHONE USING 1-646-568-7788 MEETING ID 844 8117**

**3357 & PASSWORD 1BCENX**

**1701 2ND STREET**

**NEW GLARUS, WISCONSIN 53574**

**7:15 PM**

- I. **CALL TO ORDER**
  - A. Agenda Published
  - B. Roll Call
  - C. Approval of Agenda And Revisions
- II. **INTRODUCTIONS-PRESENTATIONS**
- III. **PUBLIC COMMENT PERIOD**
- IV. **APPROVAL OF CONSENT AGENDA**
  - A. Items(s) To Be Removed From Consent Agenda
    - 1. Board Minutes

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**SCHOOL DISTRICT OF NEW GLARUS  
DISCUSSION AND REGULAR SCHOOL BOARD MEETING**

Monday, July 13, 2020

**CALL TO ORDER**

The meeting was called to order at 7:17 p.m. by Board President, Kari Morrison. The agenda was posted at the New Glarus Elementary School, New Glarus Middle School, New Glarus High School, Bank of New Glarus, New Glarus Post Office, and the District Website. The meeting was held virtually via Zoom and at the New Glarus High School Library due to the Covid-19 pandemic.

**ROLL CALL**

Present: Kari Morrison, Bill Oemichen, Travis Zimmerman, Larry Stuessy, Debra Fairbanks, Jessica Geib, and Corrine Hendrickson.

**APPROVAL OF AGENDA AND REVISIONS**

Motion by Bill Oemichen to approve the agenda as presented. Second by Jessica Geib. Motion carried 7-0 following a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

**INTRODUCTIONS-PRESENTATIONS:**

~None

**PUBLIC COMMENT PERIOD**

~None

**APPROVAL CONSENT AGENDA**

**ITEM(S) TO BE REMOVED FROM CONSENT AGENDA**

1. BOARD MINUTES & CLOSED SESSION MINUTES
2. APPROVAL OF BILLS
3. TREASURER'S REPORT
4. STAFFING REPORT
5. DONATIONS

Motion by Debra Fairbanks to approve the Consent Agenda. Second by Jessica Geib. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

## COMMITTEE UPDATES

POLICY, COMMUNICATION & ADVOCACY; Did not meet.

HANDBOOK AND PERSONNEL; Did not meet.

BUDGET; Did not meet.

CURRICULUM, SPORTS & CO-CURRICULAR; Did not meet.

FACILITIES, TRANSPORTATION, AND TECHNOLOGY; Met. Discussed Long-Term planning with Bray Architects, construction manager interview plan and schedule, plan to reach out to Village and Township regarding facilities and recreation, and received an update on the partnership with the Village and Cenex on the electrical project and drainage issues.

## DISCUSSION AND POSSIBLE ACTION ITEMS

### A. ELEMENTARY SCHOOL STUDENT HANDBOOK

The Board reviewed the Elementary School Student Handbook for 2020-2021.

### B. MIDDLE SCHOOL STUDENT HANDBOOK

The Board reviewed the Middle School Student Handbook for 2020-2021.

### C. HIGH SCHOOL STUDENT HANDBOOK

The Board reviewed the High School Student Handbook for 2020-2021.

Motion by Bill Oemichen to approve the Elementary, Middle, and High School Student Handbooks for 2020-2021 as presented. Second by Jessica Geib. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

### D. SUMMER FACILITY USE AND PROTOCOLS

Dr. Thayer reviewed the updated Summer Facility Use and Protocols with the Board. The protocols include WIAA "Sport Specific Return to Play Guidance."

Motion by Bill Oemichen to approve the updated Summer Facility Use and Protocols as presented. Second by Jessica Geib. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

### E. 2020-2021 SCHOOL YEAR PLANNING

Dr. Thayer reviewed the current 2020-2021 School Year Planning draft with the Board. The administration will be working through all of the logistics in the next few weeks to present a final plan to the Board at the August 3<sup>rd</sup> Board meeting.

F. 2020-2021 ACADEMIC STANDARDS

Annually the Board is required to adopt Academic Standards in July. The Administration recommended adopting the Wisconsin State Standards.

Motion by Bill Oemichen to adopt the Wisconsin State Standards. Second by Travis Zimmerman. Motion passed 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

G. 2020-2021 EMPLOYEE HANDBOOK – EMERGENCY CLOSURE

Dr. Thayer reviewed the Emergency Closure revision to the 2020-2021 Employee Handbook with the board.

Motion by Larry Stuessy, Handbook & Personnel Chair to approve the 2020-2021 Employee Handbook, Emergency Closure revision as presented. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

H. SECLUSION/RESTRAINT REPORT

Dr. Thayer reviewed the 2019-2020 Seclusion/Restraint Report with the Board.

Motion by Debra Fairbanks to acknowledge the Seclusion/Restraint Report presented to the Board. Second by Jessica Geib. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

I. ACADEMIC ELIGIBILITY

Dr. Thayer reviewed the recent WIAA Academic Eligibility information with the Board.

Motion by Bill Oemichen to approve the Academic Eligibility guidelines received from the WIAA as presented. Second by Debra Fairbanks. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

J. RESIGNATIONS

1. Dale Freidig – PT Custodian

The Board reviewed the resignation letter received from Dale Freidig, PT Custodian.

Motion by Travis Zimmerman to approve the resignation of Dale Freidig, PT Custodian as presented. Second by Jessica Geib. Motion passed 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

2. Kendra Mussehl – Assistant HS Volleyball Coach

The Board reviewed the resignation letter received from Kendra Mussehl, Assistant HS Volleyball Coach.

Motion by Bill Oemichen to approve the resignation of Kendra Mussehl, Assistant HS Volleyball Coach as presented. Second by Jessica Geib. Motion passed 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

3. Mark Stateler – Assistant HS Football Coach

The Board reviewed the resignation letter received from Mark Stateler, Assistant HS Football Coach.

Motion by Bill Oemichen to approve the resignation of Mark Stateler, Assistant HS Football Coach as presented. Second by Jessica Geib. Motion passed 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

K. NEW HIRES

1. Kevin Parman – HS Head Girls Basketball Coach

The Administration recommended hiring Kevin Parman as the HS Head Girls Basketball Coach.

Motion by Bill Oemichen to approve hiring Kevin Parman as the HS Head Girls Basketball Coach as presented. Second by Debra Fairbanks. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

2. Stephanie Way – HS Guidance Counselor

The Administration recommended hiring Stephanie Way as HS Guidance Counselor.

Motion by Travis Zimmerman to approve hiring Stephanie Way as HS Guidance Counselor as presented. Second by Debra Fairbanks. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

**FUTURE SCHOOL BOARD AND COMMITTEE MEETINGS**

- August 3, 2020 – Discussion & Regular Board Meeting – 7:15 p.m.
- August 17, 2020 – Annual Meeting – 7:15 p.m.
- September 14, 2020 – Discussion & Regular Board Meeting – 7:15 p.m.

**ADJOURN**

Motion by Bill Oemichen, second by Jessica Geib to adjourn the meeting at 8:47 p.m. Motion carried 7-0 with a roll call vote.

Kari Morrison, Aye, Bill Oemichen, Aye, Travis Zimmerman, Aye, Larry Stuessy, Aye, Debra Fairbanks, Aye, Jessica Geib, Aye, Corrine Hendrickson, Aye.

Respectfully submitted by Larry Stuessy/Kris Anderson



Budgetary Checks #59889 - 59918  
Direct Deposits - 900028078-28231  
EFTPS - Wisconsin Retirement System - #261  
EFT - Electronic Tax Payment System - # 494  
EFT - Dept of Revenue - #823  
EFT - WEA Tax Sheltered Annuity - #991, 992  
EFT - EBC - HSA payments - #1256

CHECK NUMBER	CHECK VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
261	WISCONSIN RETIREMENT SYSTEM	07/15/2020	20200715BD	Payroll accrual	4,777.75
		07/15/2020	20200715BF	Payroll accrual	4,777.75
				Totals for 261	9,555.50
494	ELECTRONIC TAX FILING	07/15/2020	20200715BD	Payroll accrual	750.00
		07/15/2020	20200715BD	Payroll accrual	1,012.50
		07/15/2020	20200715BD	Payroll accrual	6,587.03
		07/15/2020	20200715BD	Payroll accrual	4,329.34
		07/15/2020	20200715BF	Payroll accrual	1,012.50
		07/15/2020	20200715BF	Payroll accrual	4,329.34
				Totals for 494	18,020.71
823	WI DEPARTMENT OF REVENUE	07/15/2020	20200715BD	Payroll accrual	3,757.31
				Totals for 823	3,757.31
991	WEA TAX SHELTERED ANNUITY TRST	07/15/2020	20200715AF	Payroll accrual	1,500.04
		07/15/2020	20200715BD	Payroll accrual	100.00
				Totals for 991	1,600.04
992	WEA TAX SHELTERED ANNUITY TRST	07/15/2020	07/15/20 r	Retiree payments	17,594.00
				Totals for 992	17,594.00
1256	EMPLOYEE BENEFITS CORP	07/15/2020	20200715BD	HSA EMPLOYEE CONTR	1,087.50
		07/15/2020	20200715BF	EMPLOYER CONTR	2,625.00
				Totals for 1256	3,712.50
59889	DEAN HEALTH PLAN, INC	07/15/2020	20200715BD	Payroll accrual	1,091.04
		07/15/2020	20200715BF	Payroll accrual	6,182.64
				Totals for 59889	7,273.68
59890	DELTA DENTAL OF WISCONSIN	07/15/2020	20200715BD	Payroll accrual	209.88
		07/15/2020	20200715BF	Payroll accrual	1,189.08
				Totals for 59890	1,398.96
59891	EMPLOYEE BENEFITS CORPORATION	07/15/2020	20200715BD	Payroll accrual	125.00
				Totals for 59891	125.00
59892	MADISON NATIONAL LIFE	07/15/2020	07/15/20 A	ACCL ADJ	-43.52
		07/15/2020	20200715BD	Payroll accrual	22.92
		07/15/2020	20200715BF	Payroll accrual	220.71
				Totals for 59892	200.11
59893	MINNESOTA MUTUAL LIFE	07/15/2020	20200715BD	Payroll accrual	114.06
		07/15/2020	20200715BD	Payroll accrual	389.24
		07/15/2020	20200715BD	Payroll accrual	21.00
		07/15/2020	20200715BF	Payroll accrual	22.82
				Totals for 59893	547.12
59894	NEW GLARUS COMMUNITY FOUNDATION EIE	07/15/2020	20200715BD	Payroll accrual	125.00
				Totals for 59894	125.00
59895	UNITED WAY GREEN COUNTY INC	07/15/2020	20200715AD	Payroll accrual	100.00
				Totals for 59895	100.00
59896	ADVANCED DISPOSAL	07/23/2020	a100008334	JULY SERV	498.00
				Totals for 59896	498.00

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
59897	CESA 2	07/23/2020	7171	ANNUAL CONTRACT	4,920.40
		07/23/2020	7213	PALS ASSESSMENT	471.25
				Totals for 59897	5,391.65
59898	CHARTER COMMUNICATIONS	07/23/2020	6197070320	JULY SERV	879.41
				Totals for 59898	879.41
59899	CLARK ELECTRIC	07/23/2020	7240	INSTALL ELECTRICAL FOR NEW BOILERS AT GS	2,615.00
		07/23/2020	7241	LAMPS	492.30
				Totals for 59899	3,107.30
59900	COMMON THREADS FAMILY RESOURCE CENT	07/23/2020	65123	TUITION/SUPPORT	23,000.00
		07/23/2020	65114	TUITION	16,500.00
				Totals for 59900	39,500.00
59901	CO OP OIL ASSC	07/23/2020	JUNE 2020	FUEL	550.79
				Totals for 59901	550.79
59902	CURRAN'S DRAIN CLEANING	07/23/2020	8335	RPR	275.00
				Totals for 59902	275.00
59903	EMPLOYEE BENEFITS CORPORATION	07/23/2020	2954976	JULY SERV	396.50
				Totals for 59903	396.50
59904	GORDON FLESCH CO INC	07/23/2020	12991557	COPIER MAINT	58.00
				Totals for 59904	58.00
59905	INSIGHT FS	07/23/2020	50015644	LAWN CARE	176.60
				Totals for 59905	176.60
59906	INTRADO INTERACTIVE SERVICES CORP	07/23/2020	121653	WEB HOSTING SERVICES	1,378.91
				Totals for 59906	1,378.91
59907	KENDRICK, ROMAN	07/23/2020	07 09 2020	WORK PERMIT	10.00
				Totals for 59907	10.00
59908	MACKIN EDUCATIONAL RESOURCES	07/23/2020	635346	MS CURR	561.90
				Totals for 59908	561.90
59909	MONROE CLINIC	07/23/2020	2002258	MA MAY PT SERV	941.22
		07/23/2020	2001459	JU DOT EX	145.00
		07/23/2020	2002258	JU JUNE PT SERV	610.05
				Totals for 59909	1,696.27
59910	MONROE ENGRAVING	07/23/2020	36032	PLAQUES	12.95
				Totals for 59910	12.95
59911	NEW GLARUS DAIRY	07/23/2020	07 06 2020	MILK	148.80
		07/23/2020	07 13 2020	MILK	241.80
		07/23/2020	07/20/20	MILK	241.80
				Totals for 59911	632.40
59912	NEW GLARUS POST OFFICE	07/23/2020	BOX 67	RENEWAL	208.00
				Totals for 59912	208.00

CHECK NUMBER	VENDOR	CHECK DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE/CHECK AMOUNT
59913	RIDDELL/ ALL AMERICAN SPORTS CORP	07/23/2020	951119249	FB RECONDITIONING ORDER	2,825.00
		07/23/2020	951136710	FB STANDARD ORDER	355.20
				Totals for 59913	3,180.20
59914	SCHOOL TECHNOLOGY ASSOCIATES, INC	07/23/2020	7516	PASS+ KEYPAD RETURN/REPAIRS	340.00
				Totals for 59914	340.00
59915	STRANG, PATTESON, RENNING, LEWIS, &	07/23/2020	112183	JUNE LEGAL SERVICES	240.00
		07/23/2020	112182	JUNE LEGAL SERVICES	216.00
		07/23/2020	112181	JUNE LEGAL SERVICES	3,048.00
		07/23/2020	112180	JUNE LEGAL SERVICES	3,822.50
		07/23/2020	112179	JUNE LEGAL SERVICES	185.50
				Totals for 59915	7,512.00
59916	TDS TELECOM	07/23/2020	JULY 2020	JULY SERV	1,446.16
				Totals for 59916	1,446.16
59917	UNITED LABORATORIES	07/23/2020	292457	CUSTODIAL SUPPLIES	260.74
				Totals for 59917	260.74
59918	NORTH AMERICAN MECHANICAL INC	07/23/2020	910014660	IT ROOM RPR	2,327.12
				Totals for 59918	2,327.12
				Totals for checks	134,409.83

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	69,012.97	0.00	16,415.03	85,428.00
27	SPECIAL EDUCATION FUND	5,800.53	0.00	42,400.00	48,200.53
50	FOOD SERVICE FUND	148.90	0.00	632.40	781.30
***	Fund Summary Totals ***	74,962.40	0.00	59,447.43	134,409.83

\*\*\*\*\* End of report \*\*\*\*\*

3. Treasurer's Report
4. Staffing Report

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**STAFFING REPORT  
AUGUST 3, 2020**

<b>CHANGES</b>	<b>Employee Leaving Position</b>	<b>New Employee in Position</b>	<b>hours per day /</b>		<b>Position</b>
			<b>% of empl</b>	<b>Term of Employment</b>	
	Nicole Ruegsegger resignation	Sam Weinbrenner	100%	2020-21 school year	Special Education Teacher
	Mark Stateler coaching resignation	Jance Marty	varies	2020 Fall Season	HS Football Asst Coach

<b>OPEN POSITIONS</b>	<b>Position</b>	<b>Term of Employment</b>	<b>hours per day /</b>		<b>Reason for opening</b>
			<b>% of empl</b>	<b>Reason for opening</b>	
Other	Occupational Therapist	2020-21 school year	60%	Jeanne Devine resignation	
Support Staff	Custodian	Year Round	8 hours/day	Dale Freidig resignation	
Support Staff	Special Education Assistant	2020-21 school year	7.25 hrs/day	Weinbrenner transf Spec Ed Teacher	on hold
Coach	HS Volleyball Asst Coach	2020 Fall Season	varies	Kendra Mussehl coaching resignation	
Coach	HS Football Asst Coach	2020 Fall Season	varies	Bob Wahl coaching resignation	
Coach	HS Boys Baseball Asst Coach	2020 Spring Season	varies	Additional need per policy	on hold
Coach	MS Track Coach	2020 Spring Season	varies	Tammy Newberry resignation	on hold
Coach	MS Track Coach	2020 Spring Season	varies	Mark Woelfel coaching resignation	on hold

- 5. Donations
- B. Discuss Item(s) Removed From Consent Agenda
- V. **COMMITTEE UPDATES**
  - A. Policy, Communications & Advocacy
  - B. Handbook and Personnel
  - C. Budget
  - D. Curriculum, Sports & Co-Curricular
  - E. Facilities, Transportation And Technology
- VI. **DISCUSSION AND POSSIBLE ACTION ITEMS**
  - A. Summer Health and Safety Protocol

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**New Glarus School District  
Summer Health and Safety Procedures - updated July 13, 2020**



*\* The opportunities that follow and facility usage are limited to New Glarus School District students and staff/coaches at this time. Further usage may be allowed at a later date if restrictions are lifted and state/county recommendations can be followed. \**

All WIAA sports programs will follow WIAA sports specific return to play guidance:

- WIAA Sport Specific Return to Play Source:  
<https://www.wiaawi.org/Portals/0/PDF/Health/Covid/WIAA-SummerGuide-Sport-Specific.pdf>
- DHS Map: Green County Risk Level - <https://www.dhs.wisconsin.gov/covid-19/local.htm>

<b>WIAA Risk Level</b>	<b>DHS Risk Level</b>
High	High
Moderate	Medium
Low	Low
Lowest	N/A (Cure or Vaccine)

**NGSD Risk Level Gathering Requirements:**

- High - No gathering of more than 15 inside, 25 outside (all social-distanced)
- Moderate - No gathering of more than 15 people at a time inside. Up to 50 individuals may gather outdoors.
- Low - Gathering sizes of up to 50 individuals, indoors or outdoors.
- Lowest – No limitations on gathering

Protocols to be followed by all other individuals and groups on school property:

- ❖ The use of a face mask is strongly recommended when coming and going from venues where physical distancing can be hard to maintain (i.e. doorways, hallways, etc)
  - Entry and dismissal should be staggered to assist with this
- ❖ Hand sanitizing should occur when individuals enter and exit the building at the supplied hand sanitizing stations; and other periodic hand sanitizing is recommended
- ❖ Physical distancing of a minimum of 6 feet should be maintained
- ❖ Space capacity maximums:
  - Classrooms - 10 students
  - Gymnasiums (HS & ES) - 15 students
  - Multi-Purpose Room (MPR) - 15 students
  - Outside Field Space (Football, Soccer) - 25 students
  - Weight Room - 8 students

- ❖ Bathroom access will be limited to the Commons in the HS, outside the MPR in the MS, and outside the gym in the ES
- ❖ Drinking fountain access will be limited to re-fillable bottles only
  - Individuals should bring a filled water bottle from home
  - Sharing of water bottles is strictly prohibited
- ❖ No food and beverages, with the exception of water, can be brought into school
- ❖ Upon completion of activity, students should leave the premises
- ❖ No competitions/leagues/tournaments involving other schools allowed
- ❖ Come to school prepared for activity as there will be no locker room access
- ❖ Spectators are not allowed

Pre-entry Screening:

- ❖ All individuals will be sent the following screening questions and asked to not enter the building if they have any of the symptoms. Additionally, signs will be posted.
  - Screening Questions:
    - Fever (higher than 100.3\*)
    - Cough
    - Sore Throat
    - Shortness of Breath
    - Close contact, or cared for someone with COVID-19
    - Required to be in quarantine for any reason
  
- ❖ If an individual displays any positive symptoms from the above list, they will not be allowed to participate and will be asked to leave the premises and contact a healthcare professional. If students cannot leave the premises immediately, they will be placed in an isolation room and parents must provide a prompt pick-up.

*Individuals unable to follow the protocols and/or guidelines will be asked to leave.*



# -----DRAFT - Board Meeting 8/3/20-----



## School District of New Glarus Reopening Plan for the 2020-21 School Year

### Objectives:

- Have as many students in school as possible, as safely as possible
- Emphasize safety and minimize contact by having students in cohorts as much as possible
- Provide a fluid instructional model so students can be in and out of school as needed
- Provide options for families

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### Administration Recommendation for Reopening:

- Begin in Plan B for Two Weeks
  - Rationale:
    - Plan B is a safer model, while still bringing students in the buildings. As research has shown the younger students transmit COVID at much lower rates so bringing in all elementary students, and half of the MS/HS students will allow us to get students into the buildings and accustomed to the new protocols no matter the transmission level of the county at the time.
    - Allows families to plan for the first two weeks of school during this time when case #s are changing frequently.
    - Allows the District to develop plans for the first two weeks of school, and during those first two weeks have fewer students at the MS/HS to establish protocols.

PLAN A - FULL OCCUPANCY WITH COHORT SCHEDULE	
Decision Considerations After First Two Weeks of School	<ul style="list-style-type: none"><li>○ General guideline - state classification system by county:<ul style="list-style-type: none"><li>■ Plan A - Low</li><li>■ Plan B - Medium and High</li><li>■ Plan C - If 5% of NG students/staff must be quarantined at any time, the District will move to plan C</li></ul></li><li>○ The District will move from Plan B to Plan A if the county is in "Low" for <b>two weeks</b> in a</li></ul>

	<p>row</p> <ul style="list-style-type: none"> <li>○ The District will move from Plan A to Plan B if the county is in “Medium” or “High” for <b>two weeks</b> in a row.</li> <li>○ The District will have discretion to move from plan to plan using other criteria if unforeseen situations arises</li> </ul> <p>** These criteria may change at a later time with Board approval if better metrics are identified</p>
Attendance	<ul style="list-style-type: none"> <li>● All students are allowed to attend</li> <li>● Families may decide to opt out to allow their child to participate via Plan D</li> </ul>
Schedule	<ul style="list-style-type: none"> <li>● Grades 4K-12 students will attend school in-person Tuesday through Friday</li> <li>● Grades K-12 students will attend school on-line/at-home learning on Monday</li> <li>● Modifications to student daily schedules: <ul style="list-style-type: none"> <li>○ Elementary - Students in cohorts of 25 or less; stay with that cohort all day with one teacher</li> <li>○ NGMS - Students stay in cohorts of 25 or less; stay with that cohort all day; teachers move</li> <li>○ NGHS - Students in two classes for 4 weeks; exposed to only two classrooms of students for those four weeks</li> <li>○ IEP Services and Supports - Will be provided following each building’s health/safety 20 protocols</li> </ul> </li> <li>● No assemblies, large gatherings or field trips</li> <li>● Stagger arrival and dismissal times</li> </ul>
Medical Monitoring of Students & Staff	<ul style="list-style-type: none"> <li>● All students and staff requested to do temperature self-check prior to arrival at school</li> <li>● Deny entrance to school if students or staff report any of the following symptoms: <ul style="list-style-type: none"> <li>○ Headache</li> <li>○ Fever</li> <li>○ Cough or sneezing</li> <li>○ Sore throat</li> <li>○ Diarrhea</li> <li>○ Loss of taste or smell</li> </ul> </li> </ul>
Personal Protective Equipment	<ul style="list-style-type: none"> <li>● Sanitizing stations</li> <li>● Masks provided and required for all staff and students; some staff and students may be allowed to use Badger Shield + with admin approval <ul style="list-style-type: none"> <li>○ Masks breaks may be taken outside when social distancing is enforced; masks can be taken off to eat breakfast and lunch in a social distanced setting; and masks may be taken off for therapy sessions if there is a plexiglass barrier in place.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>● Social distancing signs and cues</li> </ul>
Infection Response	<ul style="list-style-type: none"> <li>● Students or staff that test positive for Covid-19 will be denied readmittance until cleared to return by a medical professional</li> <li>● Students or staff that are identified as having direct contact with a person that tested positive for Covid-19 will be directed to quarantine <ul style="list-style-type: none"> <li>○ Close contact is defined as a person that has been within 6 feet of the infected person for a cumulative total of more than 15 minutes over a 24 hour period</li> </ul> </li> <li>● Contact tracing will be conducted when there is a confirmed case of Covid-19 within the school setting; the following areas will be reviewed to determine those that may have had contact: <ul style="list-style-type: none"> <li>○ Classroom</li> <li>○ Bus</li> <li>○ Lunch</li> <li>○ Recess</li> </ul> </li> <li>● Communication of confirmed Covid-19 cases will be provided using one of two messages: <ul style="list-style-type: none"> <li>○ No Contact - Communicate with families, students, and staff that a person in the school has tested positive for Covid-19, but contact tracing suggests that there is no reason to believe that the student/staff had direct contact with the infected person; provide suggestions to monitor health</li> <li>○ Possible Contact - Communicate with families, students, and staff that a person in the school has tested positive for Covid-19, and contact tracing suggests that there is a possibility that the student/staff had direct contact with the infected person; provide recommendations to monitor health and inform of required quarantine</li> </ul> </li> </ul>
Building & Grounds Considerations	<ul style="list-style-type: none"> <li>● Provide isolation rooms for students identified as not well enough to be at school</li> <li>● HVAC will operate with as much outside air mix as possible.</li> <li>● Provide sanitizing supplies and hand sanitizer for every classroom.</li> <li>● Remove furniture in common areas</li> </ul>
Policy Considerations	<ul style="list-style-type: none"> <li>● Develop protocol for handling of students and staff identified as not well enough to be at school.</li> <li>● Graduation Policy - 5460</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>● Assigned seats</li> <li>● One student per row, except siblings who can sit together</li> <li>● Load bus from back to front; unload bus from front to back</li> <li>● Masks required</li> </ul>

## PLAN B - BLENDED IN-PERSON/VIRTUAL WITH COHORT SCHEDULE

Decision Rules	<ul style="list-style-type: none"> <li>● General guideline - state classification system by county:             <ul style="list-style-type: none"> <li>○ Plan A - Low</li> <li>○ Plan B - Medium and High</li> <li>○ Plan C - If 5% of NG students/staff must be quarantined at any time, the District will move to plan C</li> </ul> </li> <li>● The District will move from Plan B to Plan A if the county is in “Low” for <b>two weeks</b> in a row</li> <li>● The District will move from Plan A to Plan B if the county is in “Medium” or “High” for <b>two weeks</b> in a row.</li> <li>● The District will have discretion to move from plan to plan using other criteria if unforeseen situations arises</li> </ul> <p>** These criteria may change at a later time with Board approval if better metrics are identified</p>
Attendance	<ul style="list-style-type: none"> <li>● All students in grades 4K-5 attend school in person Tuesday-Friday</li> <li>● 50% of grades 6-12 students attend school in-person Tuesday-Friday; Other 50% of students attend school on-line Tuesday-Friday; Groups alternate weeks between in-person and on-line</li> <li>● Grades K-12 attend school on-line/at-home learning on Mondays</li> <li>● Families may decide to opt out to allow their child to participate via Plan D</li> </ul> <p style="text-align: right;">22</p>
Schedule	<ul style="list-style-type: none"> <li>● Modifications to student daily schedules:             <ul style="list-style-type: none"> <li>○ Elementary - Students in cohorts of 25 or less; stay with that cohort all day with one teacher</li> <li>○ NGMS - Students stay in cohorts of 15 or less; stay with that cohort all day; teachers move</li> <li>○ NGHS - Students in two classes of 15 or fewer students in-person per class for 4 weeks; exposed to only two classrooms of students for those four weeks</li> <li>○ IEP Services and Supports - Will be provided following each building’s health/safety protocols</li> </ul> </li> <li>● No assemblies, large gatherings or field trips</li> <li>● Stagger arrival and dismissal times</li> </ul>
Medical Monitoring of Students & Staff	<ul style="list-style-type: none"> <li>● All students and staff requested to do temperature self-check prior to arrival at school</li> <li>● Deny entrance to school if students or staff report any of the following symptoms:             <ul style="list-style-type: none"> <li>○ Headache</li> <li>○ Fever</li> <li>○ Cough or sneezing</li> <li>○ Sore throat</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Diarrhea</li> <li>○ Loss of taste or smell</li> </ul>
<p>Personal Protective Equipment</p>	<ul style="list-style-type: none"> <li>● Sanitizing stations</li> <li>● Masks provided and required for all staff and students; some staff and students may be allowed to use Badger Shield + with admin approval <ul style="list-style-type: none"> <li>○ Masks breaks may be taken outside when social distancing is enforced; masks can be taken off to eat breakfast and lunch in a social distanced setting; and masks may be taken off for therapy sessions if there is a plexiglass barrier in place.</li> </ul> </li> <li>● Social distancing signs and cues</li> </ul>
<p>Infection Response</p>	<ul style="list-style-type: none"> <li>● Students or staff that test positive for Covid-19 will be denied readmittance until cleared to return by a medical professional</li> <li>● Students or staff that are identified as having direct contact with a person that tested positive for Covid-19 will be directed to quarantine <ul style="list-style-type: none"> <li>○ Close contact is defined as a person that has been within 6 feet of the infected person for a cumulative total of more than 15 minutes over a 24 hour period</li> </ul> </li> <li>● Contact tracing will be conducted when there is a confirmed case of Covid-19 within the school setting; the following areas will be reviewed to determine those that may have had contact: <ul style="list-style-type: none"> <li>○ Classroom</li> <li>○ Bus</li> <li>○ Lunch</li> <li>○ Recess</li> </ul> </li> <li>● Communication of confirmed Covid-19 cases will be provided using one of two messages: <ul style="list-style-type: none"> <li>○ No Contact - Communicate with families, students, and staff that a person in the school has tested positive for Covid-19, but contact tracing suggests that there is no reason to believe that the student/staff had direct contact with the infected person; provide suggestions to monitor health</li> <li>○ Possible Contact - Communicate with families, students, and staff that a person in the school has tested positive for Covid-19, and contact tracing suggests that there is a possibility that the student/staff had direct contact with the infected person; provide recommendations to monitor health and inform of required quarantine</li> </ul> </li> </ul>
<p>Building &amp; Grounds Considerations</p>	<ul style="list-style-type: none"> <li>● Provide isolation rooms for students identified as not well enough to be at school</li> <li>● HVAC will operate with as much outside air mix as possible.</li> <li>● Provide sanitizing supplies and hand sanitizer for every classroom.</li> <li>● Remove furniture in common areas</li> </ul>

Policy Considerations	<ul style="list-style-type: none"> <li>● Consider development of protocol for handling of students and staff identified as not well enough to be at school.</li> <li>● Graduation Policy - 5460</li> <li>● Attendance - 5200</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>● Assigned seats</li> <li>● One student per row, except siblings who can sit together</li> <li>● Load bus from back to front; unload bus from front to back</li> <li>● Masks required</li> </ul>

PLAN C - VIRTUAL LEARNING	
Decision Rules	<ul style="list-style-type: none"> <li>● General guideline - state classification system by county: <ul style="list-style-type: none"> <li>○ Plan A - Low</li> <li>○ Plan B - Medium and High</li> <li>○ Plan C - If 5% of NG students/staff must be quarantined at any time, the District will move to plan C</li> </ul> </li> <li>● The District will move from Plan B to Plan A if the county is in “Low” for <b>two weeks</b> in a row <sup>24</sup></li> <li>● The District will move from Plan A to Plan B if the county is in “Medium” or “High” for <b>two weeks</b> in a row.</li> <li>● The District will have discretion to move from plan to plan using other criteria if unforeseen situations arises</li> </ul> <p>** These criteria may change at a later time with Board approval if better metrics are identified</p>
Attendance	<ul style="list-style-type: none"> <li>● Students will participate in scheduled classes via online learning</li> <li>● Students will be expected to show evidence of engagement and work completion</li> </ul>
Schedule	<ul style="list-style-type: none"> <li>● Students will receive online lessons Monday through Friday</li> </ul>
Medical Monitoring of Students & Staff	<ul style="list-style-type: none"> <li>● All families will be asked to report any confirmed cases of Covid-19 and recovery date</li> </ul>
Personal Protective Equipment	<ul style="list-style-type: none"> <li>● Not applicable</li> </ul>
Infection Response	<ul style="list-style-type: none"> <li>● Not applicable</li> </ul>
Building & Grounds Considerations	<ul style="list-style-type: none"> <li>● Not applicable</li> </ul>
Policy Considerations	<ul style="list-style-type: none"> <li>● Graduation Policy - 5460</li> </ul>

	<ul style="list-style-type: none"> <li>• Attendance - 5200</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>

**PLAN D - Voluntary Virtual Learning Plan**

Decision Rules	<ul style="list-style-type: none"> <li>• Not applicable</li> <li>• Parents voluntarily decide to receive at-home learning; option to revisit each trimester</li> <li>• 4K-6 students will receive NGSD online instruction with NGSD staff</li> <li>• 7-12 students will have the option of the following: <ul style="list-style-type: none"> <li>○ NGSD online instruction with NGSD staff</li> <li>○ BYU middle or high school coursework supported by NGSD staff</li> </ul> </li> </ul>
Attendance	<ul style="list-style-type: none"> <li>• Students will participate in scheduled classes via online learning</li> <li>• Students will be expected to show evidence of engagement and work completion</li> </ul>
Schedule	<ul style="list-style-type: none"> <li>• Students will receive online lessons Monday through Friday <span style="float: right;">25</span></li> </ul>
Medical Monitoring of Students & Staff	<ul style="list-style-type: none"> <li>• All families will be asked to report any confirmed cases of Covid-19 and the date when they recover</li> </ul>
Personal Protective Equipment	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>
Infection Response	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>
Building & Grounds Considerations	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>
Policy Considerations	<ul style="list-style-type: none"> <li>• Attendance - 5200</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>



# Engineering Air For A Better World™



**G**

**Global**

**P**

**Plasma**

**S**

**Solutions**

**Tom Beutell**

**VP Sales - Upper Midwest Region**

# GPS Company Data

- Corporate Offices, Manufacturing, R&D located in Savannah, GA
- Sales, engineering & marketing located in Roanoke, VA
- International Sales Office located in Abu Dhabi
- 10+ years operating
- 15 patents granted



# Installation Base

- Over 1500 K-12 Schools with OA reduced to 5 CFM Per Student
- Over 2000 Healthcare Applications including hospitals, outpatient centers and offices
- Over 200,000 installations worldwide

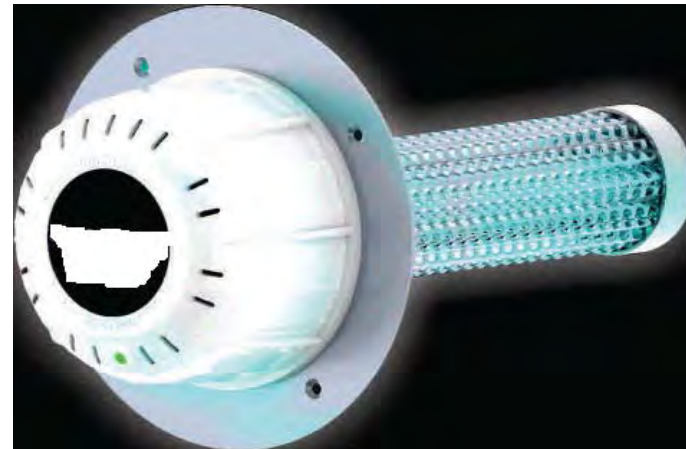


# Older Existing Technology

**Ion Tube  
(Dielectric Barrier Discharge)**



**Photocatalytic Oxidation  
(PCO)**





# Needlepoint Bipolar Ionization – Cold Plasma (NPBI)



# Large Projects

## Presidential Palace, Abu Dhabi

277 GPS-IBAR Systems Throughout Palace  
Over 4,000 Tons Cooling Capacity



## Tampa Bay Times Forum

Over 700 Ton Reduction  
(12) 40,000 CFM Air Handlers with GPS-IBARS



# Hospitals

- University of Miami Medical Center
- Tulane Medical, New Orleans
- Children's Hospital, Boston
- Mayo Clinic, Rochester, MN
- Cleveland Clinic, Westin, FL
- Methodist Hospital, Houston, TX
- Anderson Medical Center, Houston, TX
- Baylor College of Medicine, Houston, TX
- Winn Army Hospital, Ft. Stewart, GA
- Duke Medical, Raleigh, NC
- Banner Healthcare, Phoenix, AZ
- Alfred duPont Hospital, Wilmington, DE
- Christ Advocate, Chicago, IL
- Abbott NW Heart Hospital, Minneapolis, MN



# CLEAN THE AIR NATURALLY

Ions are present naturally in the air and are found in the highest concentrations where the ocean meets the shore and high elevation in the mountains.

The plasma process will artificially create the ions found in these desirable locations and supply them into the building, enhancing the indoor air quality. Process has been around since the late 1800's

Units of Measure = ions/cc  
(cubic centimeter)  
Waterfalls/High Elevation – 5,000 i/cc  
City – 200 ions/cc  
Inside Buildings - <100 ions/cc



# Ion Deficiency Issues

Few human activities lead to an increase in ions. Most activities cause a depletion.

According to research conducted by Columbia University, ion depletion can cause sleepiness, attention deficit, discomfort and headaches

These effects can be controlled by artificially increasing ion levels using needlepoint bipolar ionization, which has been reported to reverse the issues.



No research has reported any adverse effects on people from even high concentrations of balanced or monopolar ionization

# Applications for GPS Ionization

Item 1

Particle Reduction – Technology makes particles clump together through agglomeration and a lower efficiency filter can capture them from the air

Item 2

Odor Control – Odors, volatile organic compounds and the like are oxidized to gases already prevalent in the air such as oxygen, nitrogen, water vapor or carbon dioxide, eliminating the odors

Item 3

Pathogen Control – Independent testing by CDC Affiliate Labs confirms kill rates as high as 99.9% of various pathogens and mold spores

Item 4

Keeps new cooling coils clean and cleans up old coils

Item 5

Energy Savings by Outside Air Reduction – By cleaning indoor air and recirculating it – Less Outside Air is required. Less OA = Less Load on Cooling/Heating System – ASHRAE 62.1 & IMC Compliant



# GPS' technology can reduce particles, control odors & kill pathogens.

**The Problem** - A large Midwest medical device manufacturer contacted GPS due to a new chemical being introduced into the manufacturing process that was creating odor issues for the employees working in those rooms and adjoining spaces that shared the same air handling system. Upon reviewing the molecular structure of the chemical, it was determined that GPS' cold plasma technology could control the odor effectively.

**The Solution** - A GPS-iBar system was installed on the air entering side of the cooling coil in the air handler conditioning the clean rooms.

**The Results** – After installation of the GPS-iBar system, the odors were eliminated in less than 24 hours. The GPS-iBar system also provided a pleasant surprise to the owner when the annual clean room certification occurred. The clean room certification company found the total particle counts to be 89.7% less than any other time prior to the GPS-iBar installation, which includes over 10 years of prior testing with similar, consistent results.

## Total Particle Counts

Date	Before	After
6/17/2013	2015	
6/25/2014		208*

Total Particle Count Reduction 89.7%

\*GPS-iBar installed & activated 6 months prior to "After" testing



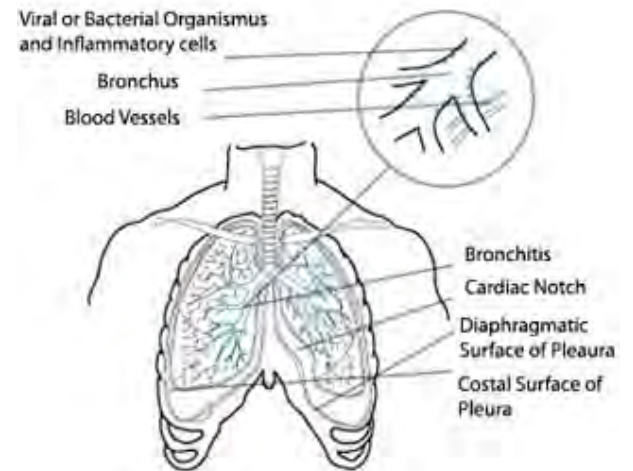
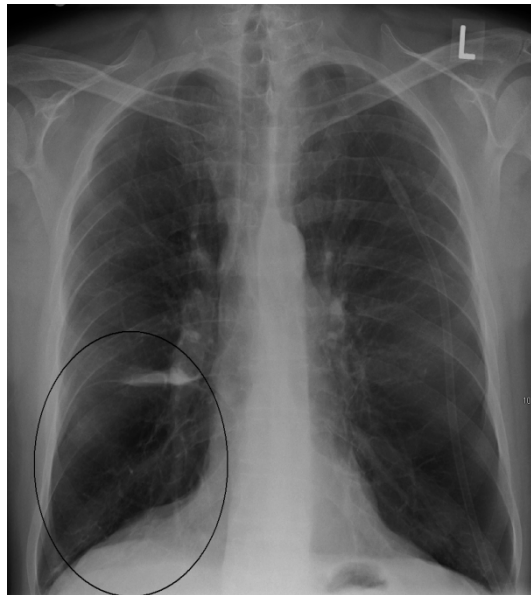
# GPS



# Needlepoint Bipolar Ionization for Allergy and Asthma Triggers

Healthcare Professionals Consider VOCs/Particles a Key Trigger For:

- Asthma
- Allergies
- Bronchitis
- Emphysema



Technology Reduces PM 2.5

# California EPA Air Resources Board

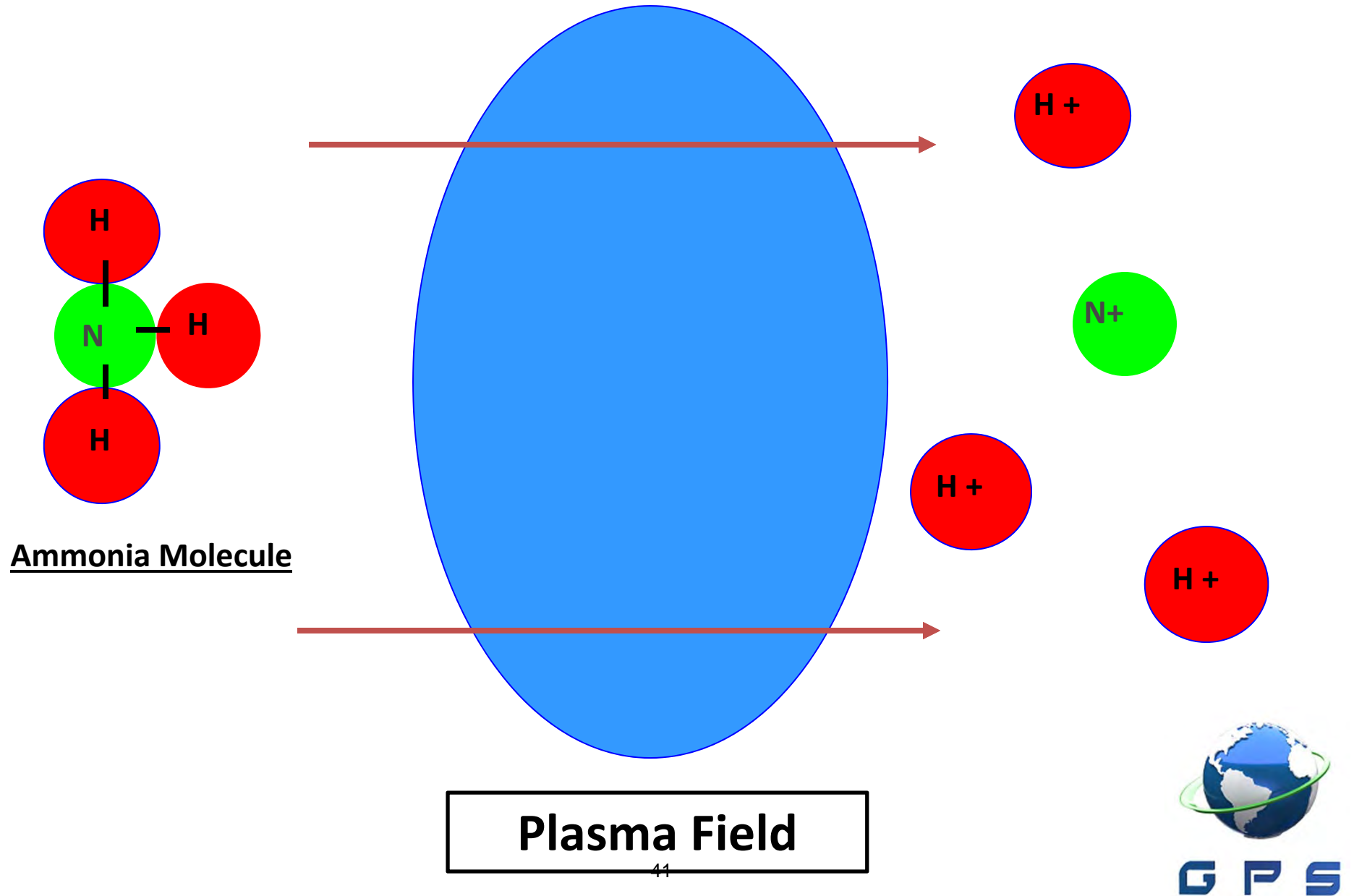
Inhalation of particulate pollutants, especially PM<sub>2.5</sub>, has been linked to increased risk for a number of adverse health effects. Long-term exposure to **elevated levels of PM<sub>2.5</sub> is associated with premature death in older adults with heart or lung diseases, and with reduced lung growth in children.** Short-term exposures to elevated levels of PM<sub>2.5</sub> also have been linked to premature death, primarily in people who already have heart or lung disease, as well as hospitalization for cardiovascular causes, including stroke, heart attacks and congestive heart failure, and chronic obstructive disease and asthma. PM<sub>2.5</sub> exposure also has been associated with emergency room visits for asthma and increased asthma symptoms. PM<sub>10</sub> exposure has been associated with premature death and hospitalization for respiratory causes in people who have chronic lung disease. Children, the elderly and people with heart or lung diseases are more likely to be affected than healthy adults.



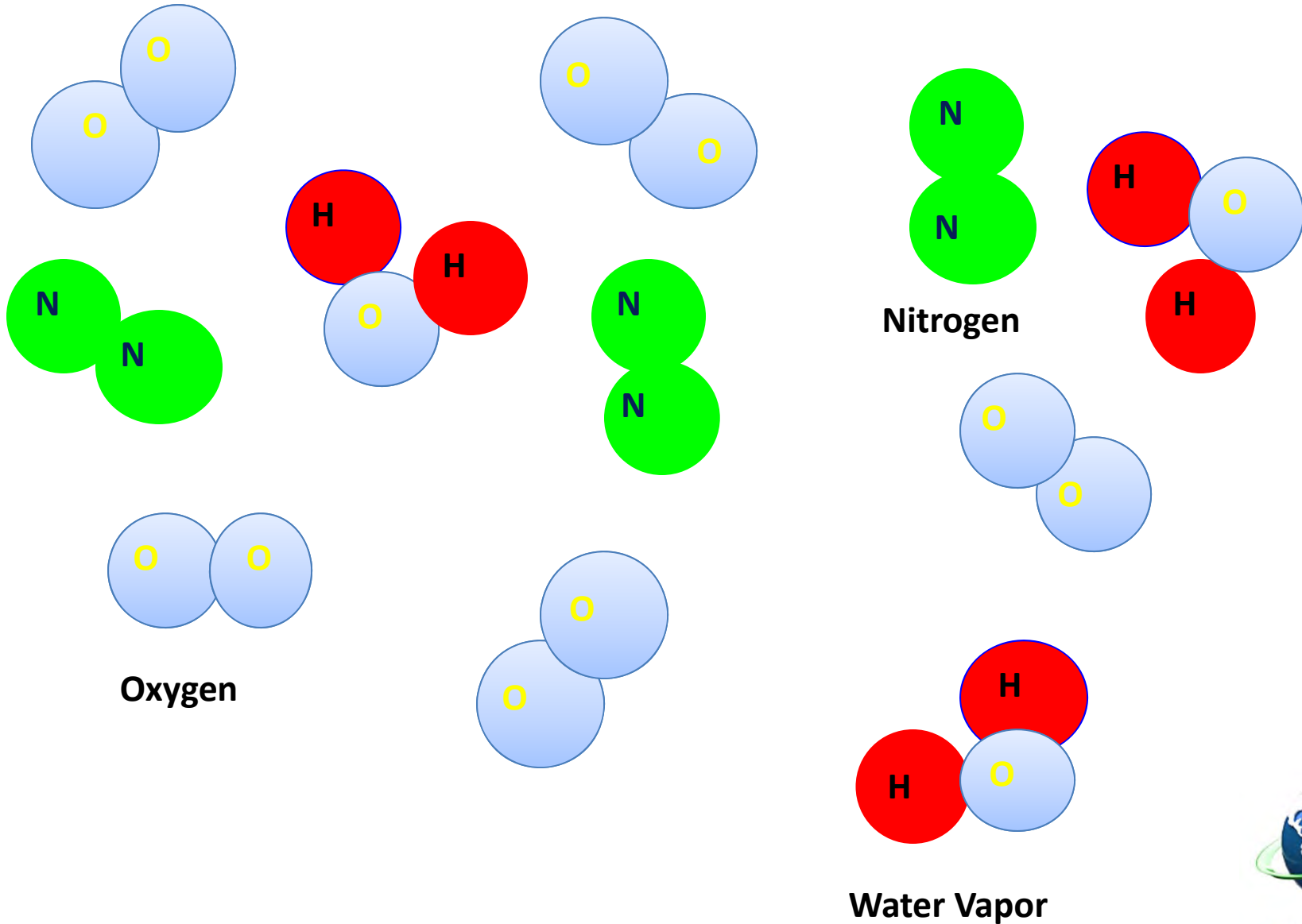
# Particulate Size



# Plasma Breaks Down Gases To Less Objectionable Forms



# The Objectionable Gases Regroup To Form Safe & Desirable Gases Already Prevalent in Our Atmosphere!



# Chemical Compounds Plasma Can Easily Control

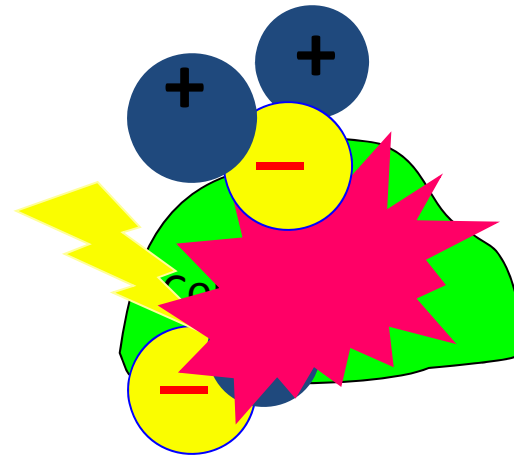
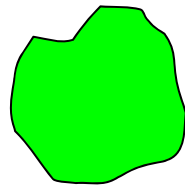
<b>CHEMICAL</b>	<b>FORMULA</b>	<b>Electron Volt</b>
Xylene	$C_8H_{10}$	7.89
Styrene	$C_8H_8$	8.46
Methyl Ethyl Ketone	$C_3H_8O$	9.52
Ammonia	$NH_3$	10.07
Acetaldehyde	$CH_3CHO$	10.23
Ethyl Alcohol	$C_2H_5OH$	10.48
Formaldehyde	$CH_2O$	10.88
<b>Oxygen</b>	<b><math>O_2</math></b>	<b>12.07</b>



# Mold, Virus & Bacteria Control

The Positive and Negative Ions Attack DNA/RNA Cell Structure of Single Cell Organisms & Removes Hydrogen

Plasma  
Source



Like Purell for the air and surfaces



# Independent Testing by World Renowned EMSL & ATS Labs

## THE ONLY PRODUCT PROVEN TO KILL PATHOGENS IN THE SPACE

<u>Pathogen</u>	<u>Time Exposed</u>	<u>Kill Rate</u>
E.coli	15 minutes	99.68%
MRSA	30 minutes	96.24%
TB	60 minutes	69.01%
Noro Virus	30 minutes	93.50%
C.diff	30 minutes	86.50%
Legionella	30 minutes	99.71%



**EMSL ANALYTICAL, INC.**



**GPS**

# Application of Air Ionization

## Needlepoint Bi-Polar Ionization v/s UVC

CHEMICAL	Bi-polar Ionization	UVC Light
Replacement Interval?	None ★	Annually
Produces Detectable Ozone?	No	No
Kill Mold, Bacteria and Virus?	Yes	Yes
Kills Pathogens in the Space?	Yes ★	No
Controls Odors?	Yes ★	No
Reduces Particulates?	Yes ★	No
Contains Mercury?	No ★	Yes
Electrodes Fragile?	No ★	Yes
Shock Resistant	Yes ★	No
Hazardous Disposal Req'd	No	Yes



*Note: Cleans entire coil depth, not just "line of sight".*

# Meets Code for IMC/ICC

- IMC 2006 & 2009 includes a provision for engineered ventilation systems
  - Section 403.2 – Exception

**403.2 Outdoor air required.** The minimum ventilation rate of outdoor air shall be determined in accordance with Section 403.3.

**Exception:** Where the registered design professional demonstrates that an engineered ventilation system design will prevent the maximum concentration of contaminants from exceeding that obtainable by the rate of outdoor air ventilation determined in accordance with Section 403.3, the minimum required rate of outdoor air shall be reduced in accordance with such engineered system design.



# Global Plasma Solutions

10 Mall Terrace, Building C  
Savannah, GA 31406

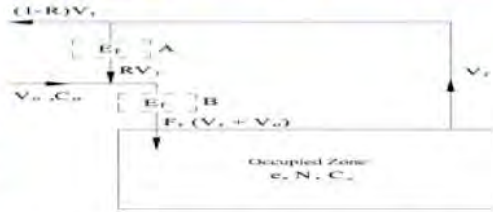
Phone: (912) 356-0115 Fax: (912) 356-0114

Email: info@globalplasmasolutions.com Web: www.globalplasmasolutions.com

VERSION 1.3 running ASHRAE 62.1-2010

Zone Tag	Facility Type	Zone Use	Zone Floor Area (square ft) Az	Zone Max Occupancy Pz	Table 6.1 OA per Occupant Rp	Table 6.1 cfm/ft2 Ra	Pz * Rp	Az * Ra	Table 6.2 Ventilation Effectiveness Ez	Outdoor Air to Zone (CFM) with Ez correction (Vbz/Ez)
CLASSROOM	Educational Facilities	Classrooms (AGE 9 +)	800.0	28.0	10.0	0.12	280	96	0.8	470
										OA required per VRP

Zone Height (feet)	8
Desired Outside Air (Vo) IAQP	140
Supply Air (Vs)	1,000
Return Air (Vr)	860
Recirc. Flow Factor (R)	0.86
Ventilation Effectiveness (Ez)	0.8
Level of Physical Activity	Standing (desk work)
Filter Location	B
HVAC Flow Type	Constant
Outdoor Air Flow Type	Constant



Air Changes Per Hour	9.4	VRP OA CFM per person	16.8
Outside Air Per VRP	470 CFM	IAQ OA CFM per person	5.0
Outside Air Per IAQ	140 CFM		
Outside Air Savings	330 CFM		
OA Drybulb	95.0		
OA Wetbulb	80.0		
Coil Leaving Air Drybulb	55.0		
Coil Leaving Air Wetbulb	55.0		
OA MBH Saved*	30.3		
OA Tons Saved*	2.5		

Indoor Contaminants Generated By People	Maximum Threshold Value (PPM)**	Steady State Using the VRP* (Prescribed OA) Plasma Off	Steady State Using the IAQ Method (Reduced OA) Plasma On	Is Steady State Level Acceptable at Reduced OA Levels?
Acetaldehyde	20.0	0.01112	0.00333	Yes
Acetone	19.0	0.00175	0.00102	Yes
Ammonia	2.50	0.01771	0.01930	Yes
Benzene	0.1000	0.00252	0.00092	Yes
2- Butanone (MEK)	10.0	0.00020	0.00022	Yes
Carbon dioxide**	5000	1115	2802	Yes
Chloroform	0.2000	0.00011	0.00001	Yes
Dioxane	100.0	0.00000	0.00000	Yes
Hydrogen Sulfide	20.0	0.00000	0.00000	Yes
Methane	NA	1.68094	1.68094	Yes
Methanol	200.0	0.00000	0.00000	Yes
Methylene Chloride	50.0	0.00078	0.00073	Yes
Propane	100.0	0.00998	0.00998	Yes
Tetrachloroethane	35 mg/m3	0.00000	0.00000	Yes
Tetrachloroethylene	2.5000	0.00037	0.00016	Yes
Toluene	2.0000	0.00533	0.00134	Yes
1,1,1 - Trichloroethane	0.2000	0.00078	0.00006	Yes
Xylene	0.4000	0.00230	0.00057	Yes

All values are in PPM unless otherwise noted

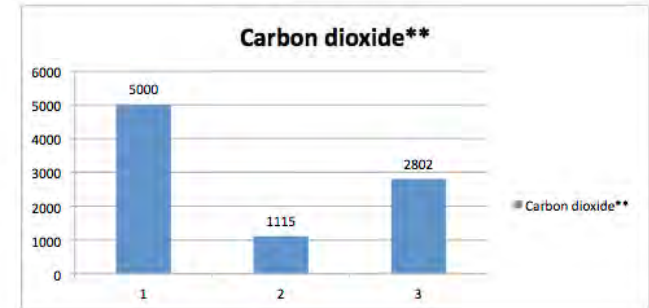
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Is IAQ acceptable at reduced outside air levels?	Yes
--	-----

Date	11/9/14
Job Name	Typical School
Representative	-
Engineer	-
Contractor	-

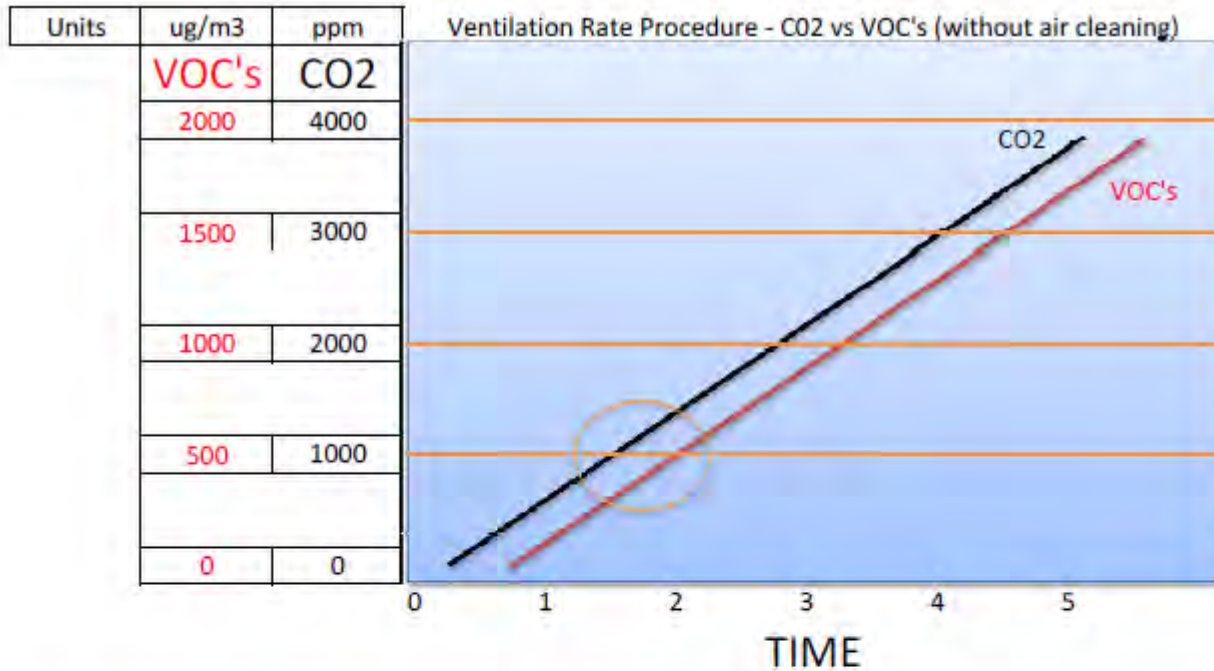
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IMC 2006 & later allows for ASHRAE 62 IAQP through the engineered exception found in Section 403.2



- 1 = ASHRAE C02 Limit
- 2 = C02 Level at Ventilation Rate OA Flow Rate
- 3 = C02 Level at IAQ Procedure OA Flow Rate

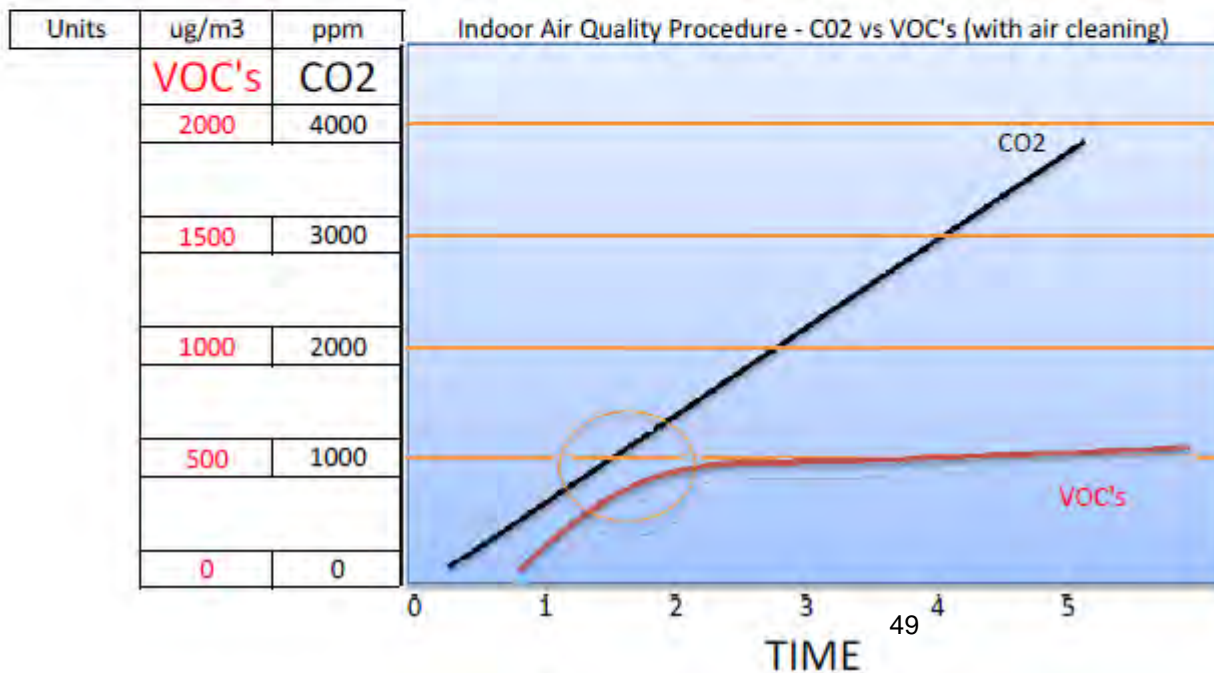
\*\*Carbon dioxide has been provided for reference only for gathering demand control ventilation (DCV) setpoints. The National Research Council was commissioned by the US Navy to prove CO2 is not a contaminant of concern when using air purification to control the other contaminants of concern, as found on submarines.




# CO2 vs VOCs

ASHRAE 62.1 VRP  
Must maintain 700 PPM above outdoors

ASHRAE 62.1 IAQP  
Allows up to 5,000 PPM in accordance with OSHA & NIOSH PPM





2016 Best SCHOOLS  
NICHE

## 2016 Best Public High Schools in Georgia

Explore the best public high schools in your area based on statistics, student and parent reviews, and expert insights. Ranking factors include state test scores, college readiness, graduation rates, SAT/ACT scores, [More](#)

- NBPI is in over 80% of the top 100 performing schools in Georgia, including the top 10.
- According to Columbia University Research on Ion Depletion, with systems adding ions back to the space, the students are more alert and perform better even though the OA is decreased 50-75% due to the NBPI.



<https://k12.niche.com/rankings/public-high-schools/best-overall/s/georgia/>

# NAVY SUBMARINE STUDY

According to the National Research Council, CO<sub>2</sub> < 8,000 PPM has no affect on humans

## CONCLUSION FROM REPORT:

The subcommittee also considers a 8,000-ppm level to be protective against other end points, such as headache and metabolic and acid-base changes, that have been studied.

**TABLE S-1** Comparison of Navy's Exposure Guidelines with Those Recommended by the Subcommittee

Chemical	Exposure Level	U.S. Navy Values <sup>a</sup>		NRC Recommended Value <sup>a</sup>
		Current	Proposed	
Acrolein	1-h EEGL	0.05	0.07	0.1
	24-h EEGL	0.01	0.03	0.1
	90-day CEGL	0.01	0.01	0.02
Carbon dioxide	1-h EEGL	40,000	30,000	25,000
	24-h EEGL	40,000	15,000	25,000
	90-day CEGL	5,000	7,000	8,000
Carbon monoxide	1-h EEGL	400	55	180
	24-h EEGL	50	20	45
	90-day CEGL	20	10	9
Formaldehyde	1-h EEGL	3	0.4	2
	24-h EEGL	1	0.1	1
	90-day CEGL	0.5	0.04	0.3
Hydrazine	1-h EEGL	—	4	1
	24-h EEGL	—	0.3	1
	90-day CEGL	—	0.01	0.03
Methanol	1-h EEGL	200	200	600
	24-h EEGL	10	10	50
	90-day CEGL	10	7	10
Monoethanolamine	1-h EEGL	50	6	4
	24-h EEGL	3	3	4
	90-day CEGL	0.5	0.5	0.5
Nitric oxide <sup>b</sup>	1-h EEGL	—	—	130
	24-h EEGL	—	—	50
	90-day CEGL	—	—	3
Nitrogen dioxide	1-h EEGL	1	3	10
	24-h EEGL	1	1	2
	90-day CEGL	0.5	0.5	0.7
Oxygen (min.-max.)	1-h EEGL	130-220 mmHg	—	105 mmHg (min.)
	24-h EEGL	130-160 mmHg	—	127 mmHg (min.)
	90-day CEGL	130-160 mmHg	—	140 mmHg (min.)

<sup>a</sup>All values in parts per million (ppm) unless otherwise noted.

<sup>b</sup>Navy considers the guidance levels for nitrogen dioxide to be also protective of nitric oxide exposure.

# GPS-FC-1 and GPS-FC-2

## 1200 CFM or 3 Tons



# GPS-iRIB-18/36

## Flexible Ionization Strip



Typical Location Install on Ductless Wall System:

Figure 6



Affix iFlex to the top of coil on plastic strip (or top of fins) to treat coil, blower and living space. <sup>53</sup>

Affix iFlex power pack to back of cabinet.

# GPS-FC-3-BAS (FC, WSHP, AHU MOUNTED)

Capacity: 3,200 CFM

24VAC Input

Integral LED

BAS Contacts

Mounts Inside AHU – 2.6”L x 1.3”W x 1.9”H



# GPS-FC24-AC

Capacity: 0 - 2400 CFM

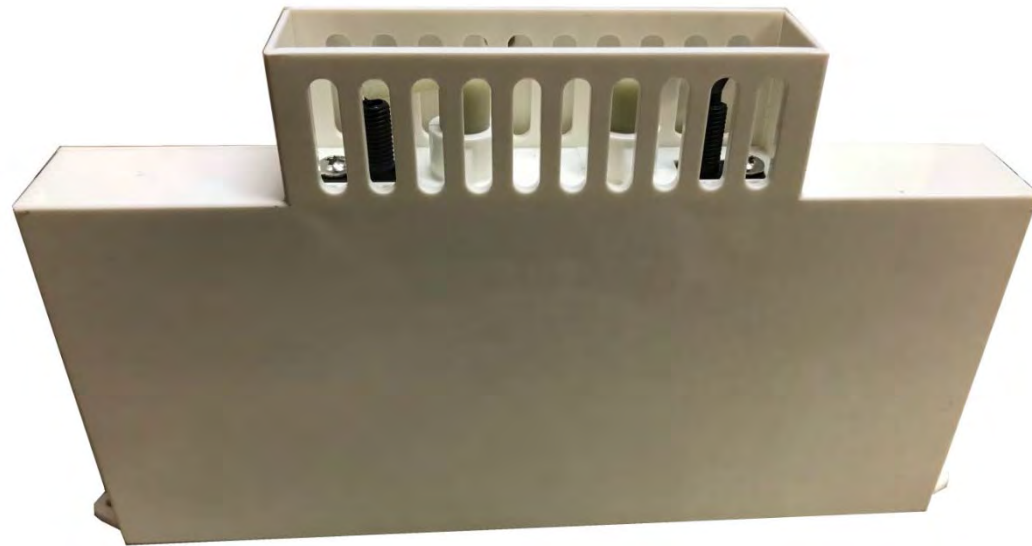
Auto Cleaning

24 – 260 VAC

Integral LED

BAS Contacts

Mounts above filter – 7.9”L x 1.1”W x 5.0”H



# GPS-FC24-AC

Magnet mounts

Replaceable emitters

Plasma on indicator light

Inline on/off switch



# GPS-FC48-AC (FC, WSHP, AHU MOUNTED)

Capacity: 0 - 4800 CFM

Auto Cleaning

24 – 260 VAC

Integral LED

BAS Contacts

Mounts Inside AHU – 11.1”L x 1.84”W x 3.52”H



# GPS-DM48-AC (Duct Mounted)

Capacity: 0 – 4800 CFM

Auto Cleaning

24 – 260 VAC (3 wires)

Integral LED

BAS Contacts

Duct mounted (4" hole)

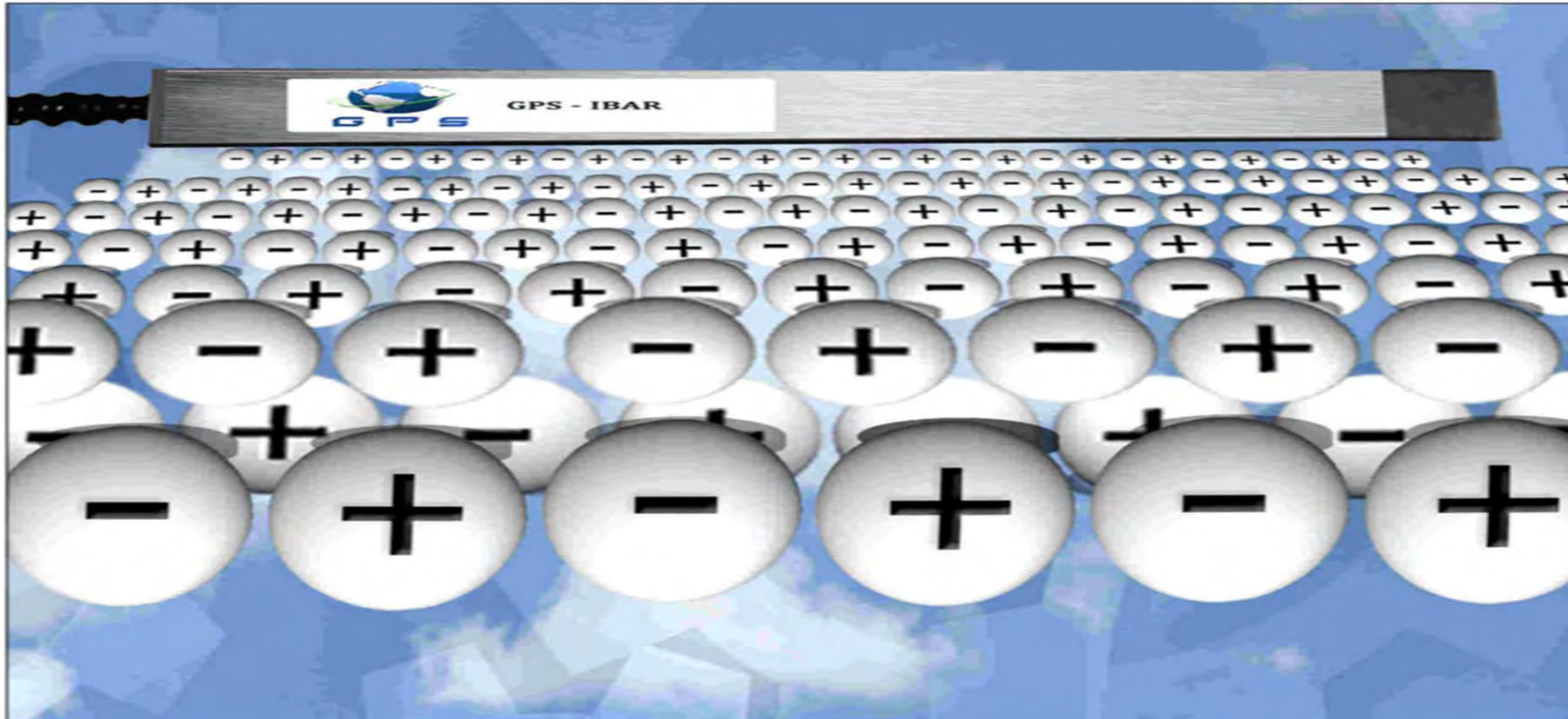
UL listed indoor or outdoor apps

Replaceable emitters





# GPS-IBAR



- Aluminum Exterior
- Stainless Steel Needles
- Liquid-Tight Flex Cables
- Custom Manufactured Length
- Any Air Flow Capacity

# Vallencia College

Independent  
Testing Results:

0 Bacteria  
0 Fungi

Throughout  
Entire Depth  
Of Cooling Coil

Indoor VOC's < OA VOC's!





# GPS-iMod

## GPS-iMOD<sup>®</sup> — MODULAR IONIZATION SYSTEM



- FITS ANY SIZE HVAC SYSTEM
- MODULAR IN 6" SECTIONS
- UNIVERSAL VOLTAGE INPUT -24/120/240
- POWER ON INDICATION
- IONIZATION OUTPUT INDICATION
- REQUIRES ONLY 1" FOR MOUNTING
- FAST SHIPPING
- PATENT-PENDING DESIGN



**GPS-iMOD PASSES UL 2998 TO PROVE ZERO OZONE OUTPUT**

# GPS-iMod Installation



# GPS-300



Nominal Capacity  $\approx$  300 CFM

Ceiling Mounted – ABS Plastic Cover  
and Galvanized Steel Interior

Prefilter, carbon, UVC, Ionization,  
99.97% HEPA & Fan

Voltage –115VAC 60Hz

24"W x 24"L x 18"D



# GPS-iDetect-P

## Plenum Mounted Ion Detector



Patent-Pending



# GPS-IMEASURE

Space Mounted Ion Meter



Patent Pending

- Measures Ion Levels 24/7/365
- Provides 2-10VDC Output
- Reads 0-20k, 0-200k or 0-2M ions/cc field selectable
- Auto-Calibration and Auto Zero Functions

**1 OA TVOCs** 0025502C Analog Input  
Outside air TVOCs at Roanoke, VA Office

**1925.52 TVOCs**

Sensor

[No alert set]

**2nd FL Office TVOCs** 0025503C Analog Input

**449.33 TVOCs**

Sensor

[No alert set]

**LAB R/A TVOCs** 00255038 Analog Input

**474.97 TVOCs**

Sensor

[No alert set]

**Lab SA Ion Levels** 00255034 Analog Input

**480000 ions/cc**

Sensor

[No alert set]

**Lab T/H** 001690A8 Room Temp. & Humidity

**69.73°F**

Temperature

Min: -148°F Max: 482°F

**54.29%**

Humidity

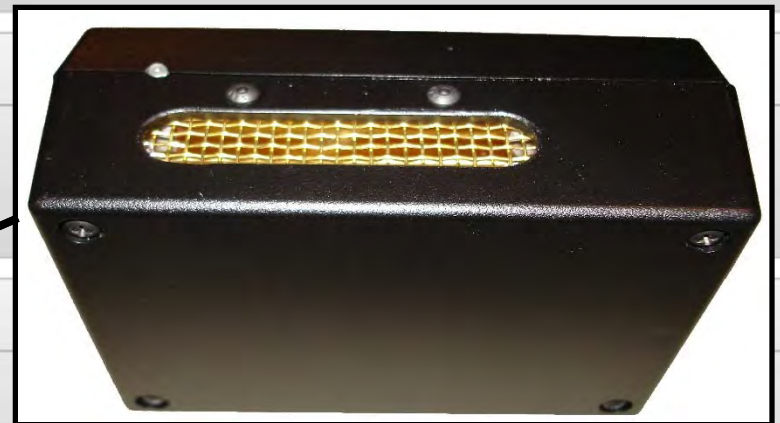
Min: 0% Max: 100%

**OA T/H** 001690AC Room Temp. & Humidity

**59.62°F**

**66.74%**

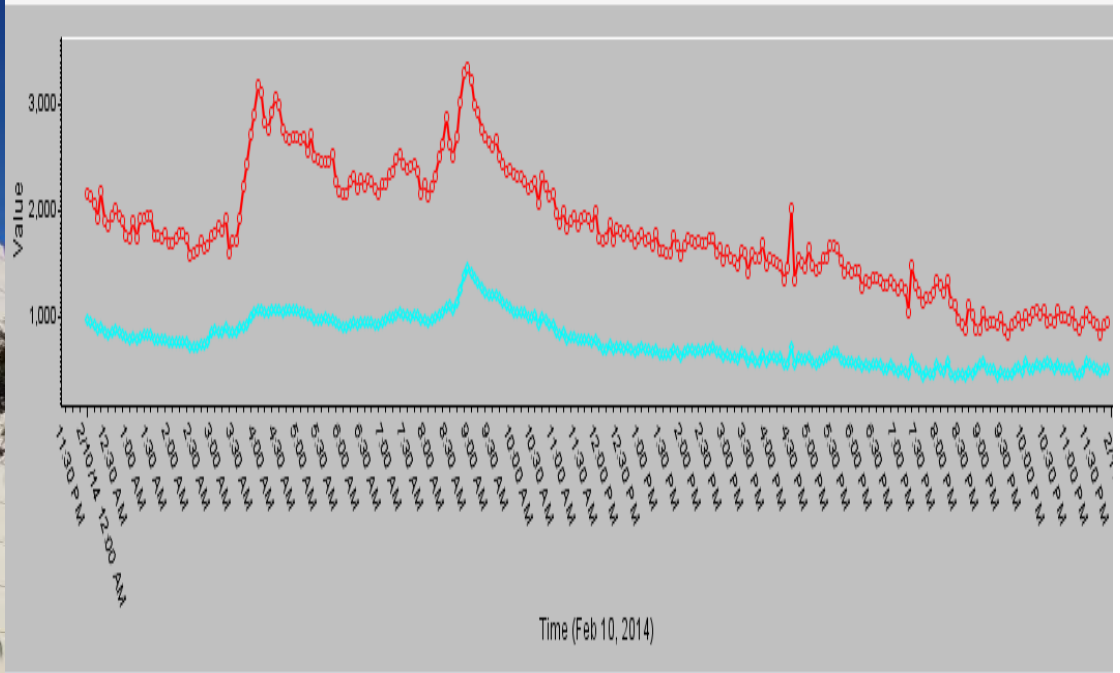
GPS-iMeasure



# Houston Methodist Hospital

## Field Study Results

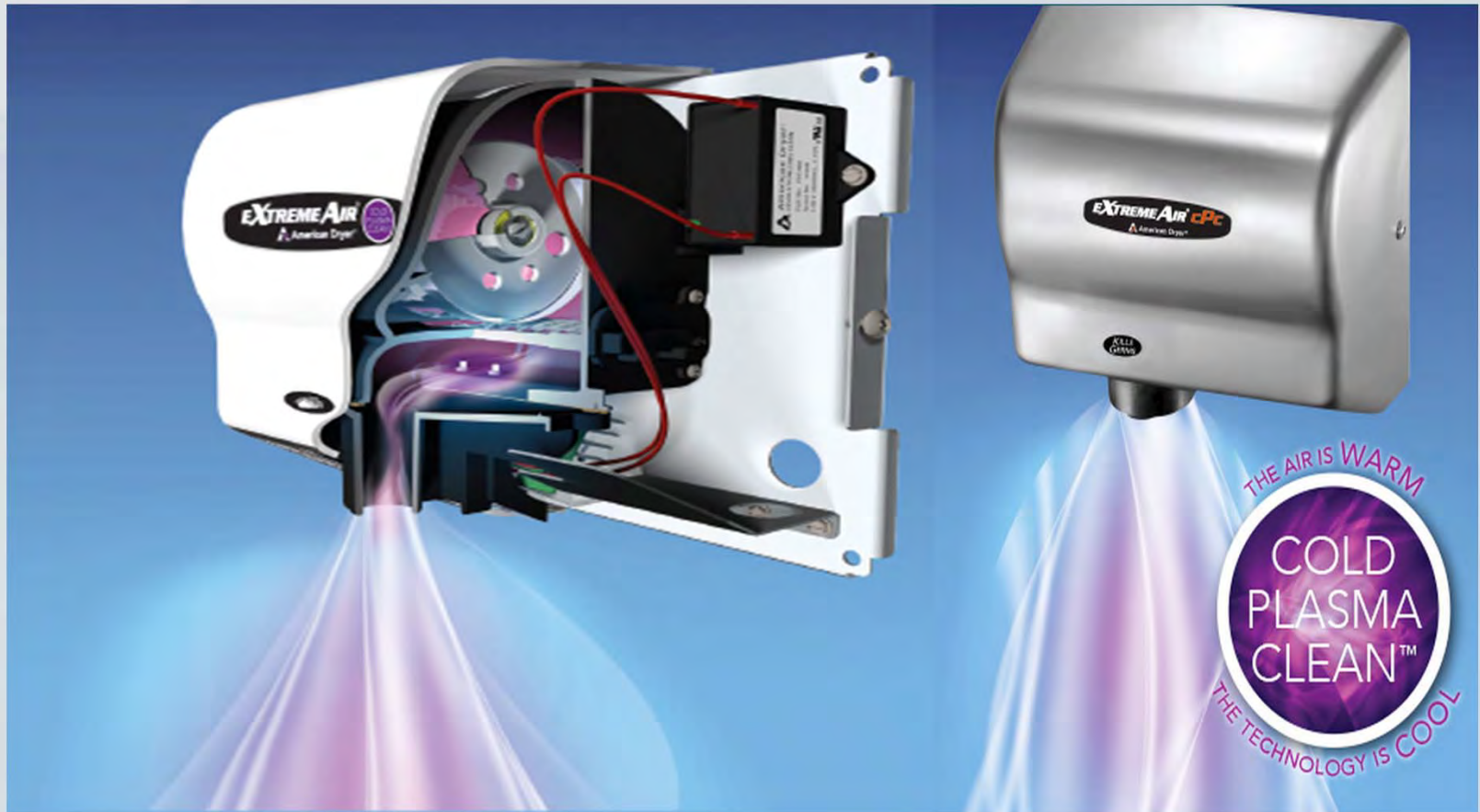
### Needlepoint Bi-Polar Air Ionization for VOC Remediation



Sh...	Marker	Name	Reference
<input checked="" type="checkbox"/>		OA-VOC.Trend - Present Value	HHIAPP.JHSNP01:NAEF5-02/FC-1.AHU B580.OA-VOC.Trend2
<input type="checkbox"/>		OA-VOC.AHU B580.OA-VOC	HHIAPP.JHSNP01:NAEF5-02/FC-1.AHU B580.OA-VOC.Trend3
<input checked="" type="checkbox"/>		VOC-1.Trend - Present Value	HHIAPP.JHSNP01:NAEF5-02/FC-1.AHU B580.VOC-1.Trend1
<input type="checkbox"/>		VOC-1.Trend - Present Value	HHIAPP.JHSNP01:NAEF5-02/FC-1.AHU B580.VOC-1.Trend2

# GPS Installed in Gulfstream G550





# Mold Test



Day 1



Day 12

# GPS-KOG-50

## Kitchen Odor & Grease Control



# Engineering Air For A Better World



**G**

**Global**

**P**

**Plasma**

**S**

**Solutions**

**Thank You For Attending!**  
**Questions?**

A WHITE PAPER

# GPS Reports on Pathogen Testing



Charlie Waddell

Chief Technology Officer & Founder

Member ASHRAE, SSPC 62.1, TRG4-IAQP, TC 2.3 and ICC

Global Plasma Solutions, Inc.

March 1, 2020

## Pathogen Testing

GPS has invested substantial resources for independent testing to confirm kill rates of various pathogens using needlepoint bipolar ionization technology. Tests were conducted to measure the kill rates of

1. **Mycobacterium terrae (Tuberculosis surrogate)** - M. terrae is commonly used as a surrogate test for Mycobacterium tuberculosis as it demonstrates similar physical characteristics and is slightly more resistant but is far less dangerous.
2. **Clostridium difficile (C. diff)** – also known as Clostridioides difficile and often referred to as C. difficile or C. diff, is a bacterium that can cause symptoms ranging from diarrhea to life-threatening inflammation of the colon.
3. **Feline calicivirus (human Norovirus surrogate)** – Feline calicivirus (FCV) and human noroviruses belong to the same viral family, Caliciviridae.
4. **Methicillin Resistant Staphylococcus Aureus (MRSA)** - Methicillin-resistant Staphylococcus aureus infection is caused by a type of staph bacteria that's become resistant to many of the antibiotics used to treat ordinary staph infections.
5. **Escherichia coli (E.coli)** - E. coli are a large and diverse group of bacteria.
6. **Legionella pneumophila** - The bacterium Legionella pneumophila is the principal etiologic agent of Legionnaires' disease.
7. **Mold** - The most common indoor molds are Cladosporium, Penicillium, and Aspergillus.

## Summary Results of GPS' Needlepoint Ion Technology

Testing at several testing agencies produced following results:

Pathogen	Test Time	Kill Rate	Test Agency
<b>Tuberculosis</b>	60 minutes	69.09%	EMSL
<b>Clostridium difficile</b>	30 minutes	86.87%	EMSL
<b>Norovirus</b>	30 minutes	93.50%	ATS Labs
<b>MRSA</b>	30 minutes	96.24%	EMSL
<b>E.coli</b>	15 minutes	99.68%	EMSL
<b>Legionella</b>	30 minutes	99.71%	EMSL
<b>Mold Spores</b>	24 hours	99.50%	GCA

## **Industry Wide Testing**

Tests have been conducted by numerous parties throughout the world to measure the efficacy of bipolar ionization to kill harmful pathogens. Sharp Corporation conducted a series tests and produced a detailed compilation of lab results of bipolar ionization effects on various pathogens.

Pathogen	Tests/Results	Organization	Overview	Date
<b>H1N1 human Influenza Virus</b>	1m <sup>3</sup> box Time: 25 minutes <b>99.7% reduction</b>	Kitasato Institute Medical Center Hospital, Japan	Influenza that infects humans	2004
<b>H5N1 Avian Influenza Virus</b>	1m <sup>3</sup> box Time: 10 minutes <b>99% reduction</b>	Retroscreen Virology Ltd., UK Prof. John Oxford	Influenza that infects birds	2008
<b>Feline Coronavirus</b>	1m <sup>3</sup> box Time: 35 minutes <b>99.7% reduction</b>	Kitasato Institute Medical Center Hospital, Japan	Feline infectious peritonitis virus	2004
<b>Coxsackie Virus</b>	One-pass test Time: 3.3 seconds <b>98.9% reduction</b>	Kitasato Research Center of Enviro. Sciences, Japan	Virus causing summer illness	2002
<b>Polio Virus</b>	One-pass test Time: 3.3 seconds <b>98.9% reduction</b>	Kitasato Research Center of Enviro. Sciences, Japan	Virus causing infant paralysis	2002
<b>SARS Virus</b>	One-pass test Time: 3.3 seconds <b>73.4% reduction</b>	Retroscreen Virology Ltd., UK Prof. John Oxford	Virus of SARS	2005

Source: [https://global.sharp/pci/en/certified/pdf/petodor\\_01.pdf](https://global.sharp/pci/en/certified/pdf/petodor_01.pdf)

# Engineering Air for a Cleaner World™

## Who We Are

Our proven technology delivers clean indoor air that is safe and healthy – producing neither ozone nor other harmful by-products. All our Needlepoint Bipolar Ionization (NPBI) products are UL and CE approved. Through NPBI, our products purify the air by eliminating airborne particulates, odors and pathogens. All this while lowering your facility's carbon footprint and saving 30% by reducing outdoor air intake by up to 75% thus reducing energy consumption. Delivering **P.O.P.E.** to the user:



## Our NPBI Process

GPS' NPBI technology works to safely clean the air inside commercial and residential buildings. The patented technology uses an electronic charge to create a plasma field filled with a high concentration of + and - ions. As these ions travel with the air stream they attach to particles, pathogens and gases. The ions help to agglomerate fine sub-micron particles, making them filterable. The ions kill pathogens by robbing them of life-sustaining hydrogen. The ions breakdown harmful VOCs with an Electron Volt Potential under twelve (eV<12) into harmless compounds like O<sub>2</sub>, CO<sub>2</sub>, N<sub>2</sub>, and H<sub>2</sub>O. The ions produced travel within the air stream into the occupied spaces, cleaning the air everywhere the ions travel, even in spaces unseen.

### NOTABLE CLIENTS:

The White House  
UAE Presidential Palace  
Google  
Amelia Arena

Clemson University  
Harvard University

Charlotte Airport  
WeWork

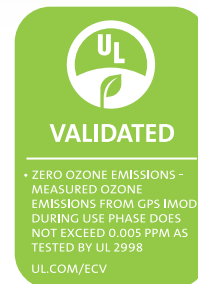
Boston Children's Hospital  
Mayo Clinic  
Houston Memorial Hospital  
Baylor UMC

80% of the top 100  
performing K-12 schools in  
Georgia, including the top 10

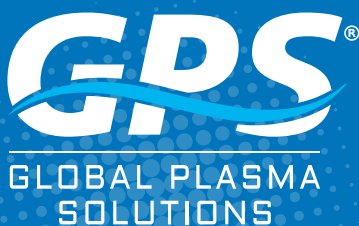
# 54

**PATENTS**  
27 GRANTED  
27 PENDING

# 150K+ SATISFIED CUSTOMERS



INDEPENDENT 3RD PARTY TESTING



Engineering Air for a Cleaner World™

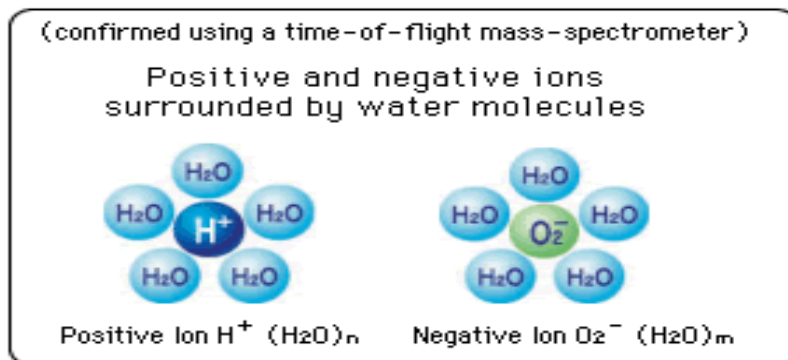
Global Plasma Solutions  
[www.GlobalPlasmaSolutions.com](http://www.GlobalPlasmaSolutions.com)

# Global Plasma Solutions

## What does Plasma Kill?

Global Plasma Solutions' bi-polar ionization generator creates cold plasma discharge that consists of positive ions ( $H^+$ ) and negative ions ( $O_2^-$ ) from water vapor in the air. These ions have the property of clustering around microparticles and gases, and thus, they surround harmful substances such as airborne mold, virus, bacteria, volatile organic compounds and allergens. At that point, a chemical reaction occurs on the cell membrane surface and they are transformed into OH radicals, a powerfully active but unstable material, which robs the harmful substance of a hydrogen atom (H). As a result, they are inactivated by severing the protein on the cell membrane, opening holes. The OH radicals instantly bond with the removed hydrogen (H), forming water vapor ( $H_2O$ ), and return to the air.

- 1) The GPS generator creates bi-polar ionization (cold plasma), replicating the same positive and negative ions found abundantly nature, for example, in woods and forests. Ions are found in the highest concentrations where the ocean meets the shore and high elevation in the mountains. GPS' plasma process will artificially create the ions found in these desirable locations and supply them into the building, enhancing the indoor air quality. The ions turn into OH radicals only on the surface of harmful substances to inactivate them, so they are completely harmless to the human body and pets.
- 2) GPS plasma will effectively eliminate bacteria, virus, mold and volatile organic compounds by working directly on the air contained in the entire zone and duct.
- 3) The plasma process consumes a miniscule amount of electricity, less than a 5 watt light bulb, in most applications.



**Global Plasma Solutions**

**711 Mall Blvd**

**Savannah, GA 31406**

**Phone: 912-964-8541**

**Fax: 912-964-1844**

**Email: [info@globalplasmasolutions.com](mailto:info@globalplasmasolutions.com)**

**[www.globalplasmasolutions.com](http://www.globalplasmasolutions.com)**

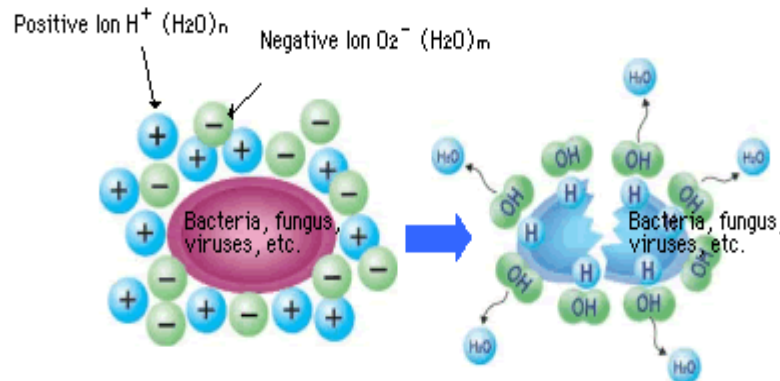
### Various Pathogens that Plasma Kills

Target Substance	Species	Testing & Verification Organization	Date of Announcement
Fungi	Cladosporium (black mold, mildew)	Ishikawa Health Service Association	September 2000
		Universitätsklinikums Lübeck University Clinic (Germany) (proliferation control effect)	February 2002
		CT&T (Professor Gerhard Artmann, Aachen University of Applied Sciences)	November 2004
	Penicillium, Aspergillus	Universitätsklinikums Lübeck University Clinic (Germany) (proliferation control effect)	February 2002
		CT&T (Professor Gerhard Artmann, Aachen University of Applied Sciences)	November 2004
	Aspergillus, Penicillium (two species), Stachybotrys, Alternaria, Mucorales		
Bacteria	Coliform bacteria ( <i>E. coli</i> )	Ishikawa Health Service Association	September 2000
		Shanghai Municipal Center for Disease Control and Prevention, China	October 2001
	Bacillus subtilis	Kitasato Research Center of Environmental Sciences	September 2002
		CT&T (Professor Gerhard Artmann, Aachen University of Applied Sciences)	November 2004
	MRSA (methicillin-resistant <i>Staphylococcus aureus</i> )	Kitasato Research Center of Environmental Sciences	September 2002
		Kitasato Institute Medical Center Hospital	February 2004
	Pseudomonas, Enterococcus, Staphylococcus	Universitätsklinikums Lübeck University Clinic (Germany)	February 2002
		CT&T (Professor Gerhard Artmann, Aachen University of Applied Sciences)	November 2004
	Enterococcus, Staphylococcus, Sarcina, Micrococcus		

Allergens	Mite allergen (dust from dead mite bodies and feces), pollen	Graduate School of Advanced Sciences of Matter, Hiroshima University	September 2003
	Airborne allergens	Asthma Society of Canada	April 2004
Viruses	H1N1 influenza virus (Swine Flu)	Kitasato Research Center of Environmental Sciences	September 2002
		Seoul University, Korea	September 2003
		Shanghai Municipal Center for Disease Control and Prevention, China	December 2003
		Kitasato Institute Medical Center Hospital	February 2004
	H5N1 avian influenza virus	Retroscreen Virology, Ltd, London, U.K.	May 2005
	Coxsackie virus (summer colds)	Kitasato Research Center of Environmental Sciences	September 2002
	Polio virus	Kitasato Research Center of Environmental Sciences	September 2002
	Corona virus	Kitasato Institute Medical Center Hospital	July 2004

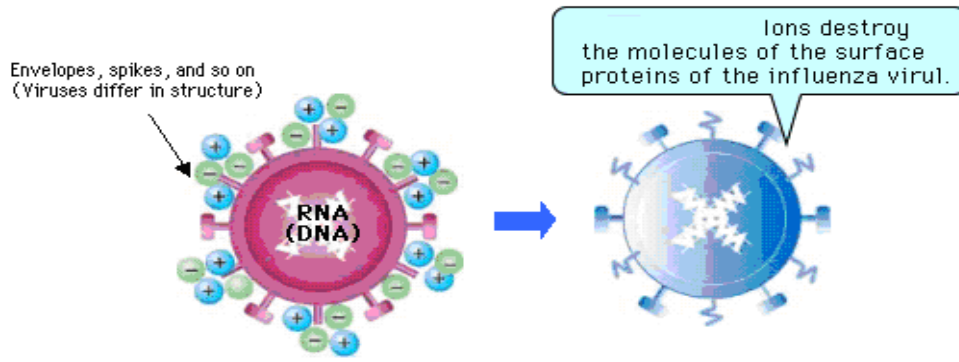
### Mechanism of Plasma for Inactivating Airborne Fungi

The positive ( $H^+$ ) and negative ( $O_2^-$ ) ions cluster together on the surface of airborne fungi, causing a chemical reaction that results in the creation of highly reactive OH groups called hydroxyl radicals ( $\bullet OH$ ). The hydroxyl radical will take a hydrogen molecule from the cell wall of an airborne fungi particle. This process inhibits mold infestation as well as controls musty and household odors (caused in large part by mold fungi) as they occur.



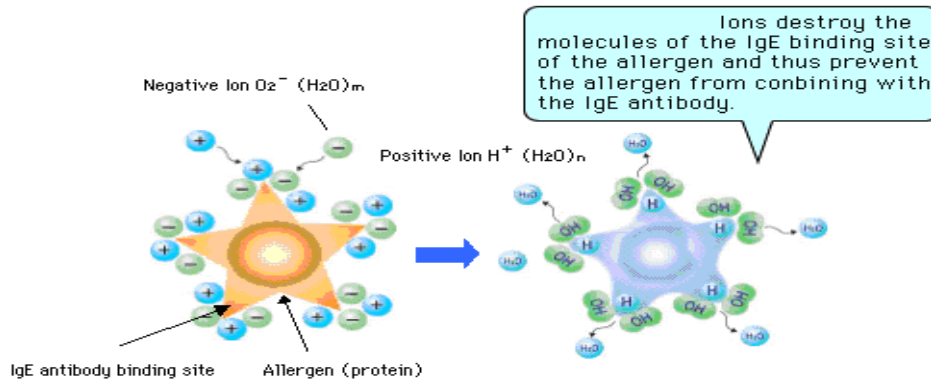
## Mechanism of Plasma for Inactivating Airborne Virus

The positive ( $H^+$ ) and negative ( $O_2^-$ ) ions surround the hemagglutinin (surface proteins that form on organisms and trigger infections) and change into highly reactive OH groups called hydroxyl radicals ( $\bullet OH$ ). These groups take a hydrogen molecule from the hemagglutinin and change it into water ( $H_2O$ ). The ions destroy the virus surface structure, for example its envelopes and spikes, on a molecular level. As a result, the virus cannot infect even if it enters the body.



## Mechanism of Plasma for Deactivating Airborne Allergens

The positive ( $H^+$ ) and negative ( $O_2^-$ ) ions surround the airborne allergen and change into highly reactive hydroxyl radicals ( $\bullet OH$ ). The hydroxyls then deactivate the molecules of the IgE antibody binding site of the allergen. No allergic symptoms occur even if allergens enter the body.



GPS' plasma is a technology with many benefits. Plasma can kill many airborne pathogens, not just at the source of the plasma, but also in the zone where the heated or cooled air is being supplied. Ultraviolet light cannot kill pathogens outside of the blue light produced by the ultraviolet light tube, so the killing of ultraviolet light is limited to the effectiveness of the ventilation system to get the pathogen back to the air handler for control.

**Global Plasma Solutions**  
714 Mall Blvd  
Savannah, GA 31406  
Phone: 912-964-8541  
Fax: 912-964-1844

## **Control of Gases and Odors with Plasma**

While plasma is very effective at pathogen killing, it is also effective at controlling gases, odors and volatile organic compounds (VOC's). Just as the plasma surrounds pathogens and deactivates them, the plasma also surrounds gas molecules. As the gas molecules are attacked by the plasma, the molecular bond of the gas molecule is broken down, just as glue is broken down by contact with paint thinner, and the gas reverts back to its natural state. What the gas molecule starts out will depend on what it breaks down to. Using ammonia (NH<sub>3</sub>) as an example, ammonia breaks down to oxygen, nitrogen and water vapor when subjected to a plasma field of sufficient strength. Ammonia is an odorous chemical produced by occupants as well as cigarette smoke and some building materials.

When installed in a central HVAC system, zone odors are controlled such as ammonia, formaldehyde, cooking odors, bathroom odors, musty & mildew odors as well as other odors produced by the occupants and building furnishings and processes. The gases produced by the building materials are broken down to harmless gases already prevalent in the earth's atmosphere such as oxygen, nitrogen, water vapor or carbon dioxide. Contact Global Plasma Solutions to learn more today!



**Global Plasma Solutions**  
714 Mall Blvd  
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Fax: 912-964-1844

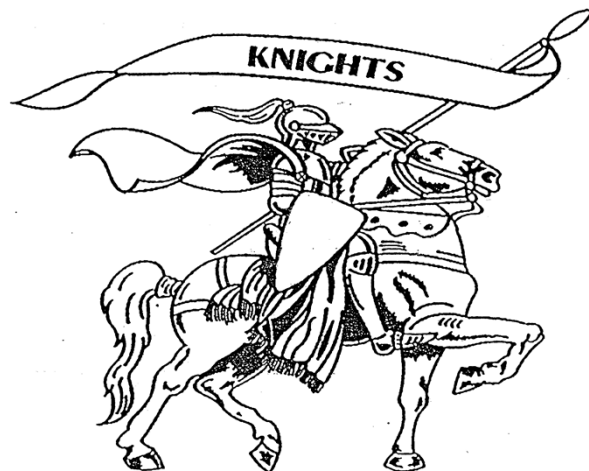
Email: [info@globalplasma.com](mailto:info@globalplasma.com)  
[www.globalplasma.com](http://www.globalplasma.com)



# SCHOOL DISTRICT OF NEW GLARUS

## EMPLOYEE HANDBOOK – COVID-19 SUPPLEMENT

AUGUST 1, 2020



The following workplace protocols will be in effect during the COVID-19 Pandemic. These mandatory protocols are designed to mitigate your exposure to COVID-19 in the workplace but will not necessarily prevent you from contracting the disease. The protocols may be amended at the discretion of the District Administrator as COVID-19 guidance and recommendations continue to evolve and/or circumstances dictate.

## **HEALTH AND SAFETY PRECAUTIONS**

Staff are requested to monitor themselves prior to the start of school each day and continually throughout the day for COVID-19 symptoms. Staff will be denied entrance to school property if they report any of the listed symptoms.

- Headache
- Fever
- Cough or sneezing
- Sore throat
- Diarrhea
- Loss of taste or smell

Masks are required for all staff. Some staff may be allowed to use “Badger Shield +” face shields with administration approval. Other personal protective equipment (PPE) may be required as directed by the district and/or their direct supervisor.

## **COVID-19 RELATED LEAVE PROVISIONS**

### **A. Quarantine**

- Staff that test positive for COVID-19 will be denied re-admittance until cleared to return by a medical professional.
- Staff that are identified as having direct contact with a person that tested positive for COVID-19 will be directed to quarantine for 14 days.
- If you are quarantined by the county health department and are not demonstrating COVID-19 symptoms, you may be able to work from home. Staff will work with their supervisor and the Director of Human Resources to discuss their situation and remote work options. Work completed remotely will not require the use of paid time off and will be paid at the regular pay rate.

### **B. Work Related Quarantines**

- Staff who are required to quarantine due to a school-related exposure to COVID-19 and not demonstrating symptoms may be able to work from home. Staff will work with their supervisor and the Director of Human Resources to discuss their situation and remote work options. Work completed remotely will not require the use of paid time off and will be paid at the regular pay rate.

### **C. Families First Coronavirus Response Act (FFCRA)**

- Provisions apply thru 12/31/2020
- Qualifying reasons for leave related to COVID-19 if the employee is unable to work, including unable to work virtually. Employee:
  1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19
  2. has been advised by a health care provider to self-quarantine related to COVID-19

3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis
  4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2)
  5. is caring for their child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19
  6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services
- Paid Leave Under FFCRA:
 

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave at their regular pay at:

    - 100% for qualifying reasons #1-3 above, up to \$511 daily and \$5110 total
    - 2/3 for qualifying reasons #4 and #6 above, up to \$200 daily and \$12000 total

Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 above for up to \$200 daily and \$12,000 total.

The leave amounts are not cumulative (i.e. if you took two weeks of FFCRA for reasons #1-3 at 100% pay, then you would have 10 weeks remaining for reason #5).
  - Regular FMLA leave interaction with FFCRA.
 

The FFCRA's 12 weeks of COVID-19 FMLA leave is not in addition to the FMLA's standard entitlement of 12 weeks' leave in a 12-month period. For example, an employee who has already taken 10 weeks of FMLA leave in the past 12 months can take only two weeks of emergency COVID-19 leave under the expanded FMLA. As well, COVID-19 leave counts against FMLA's limit.

#### D. At-Risk Employees and accommodations

Employees who are identified by federal, state or local health agencies as being at-risk for COVID-19 may request adjustments or accommodations to their work based on a condition identified by a medical professional. As of July 2020 the following conditions are recognized as being at high-risk:

- Older age – generally considered over age 65
- Chronic Kidney Disease
- COPD (chronic obstructive pulmonary disease)
- Immunocompromised state from solid organ transplant
- Obesity (BMI of 30 or higher)
- Serious heart conditions such as heart failure, coronary artery disease, or cardiomyopathies
- Sickle Cell Disease
- Type 2 Diabetes

### **JOB DUTIES / WORK EXPECTATIONS**

In times of emergency, we all need to remain flexible to get the work done. Employees may be assigned work that is outside their normal duties. We are utilizing the staff that we have to do the work that is available and needed to best serve our students and our community at this time.

- E. Three Substitute Teacher Positions for 2020-2021 School Year
- F. Fall Sports
- G. Special Board Meeting - August 17th at 5:45 p.m.
- H. Policy 2266 - Title IX Regulations

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Book	Policy Manual
Section	Policies Ready for Policy Committee
Title	NEW POLICY - SPECIAL UPDATE - TITLE IX REGULATIONS - JULY 2020 - NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	Policy Committee Review

## **NEW POLICY - SPECIAL UPDATE - TITLE IX REGULATIONS - JULY 2020**

### **2266 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

#### **Introduction**

The Board does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits sexual harassment that occurs within its education programs and activities. When the District has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating sexual harassment and will take appropriate action when an individual is determined responsible for violating this policy. Members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. Third parties who engage in sexual harassment are also subject to the disciplinary sanctions listed in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing supportive measures as reasonably necessary to restore or preserve access to the District's education programs and activities.

#### **Coverage**

This policy applies to sexual harassment that occurs within the District's education programs and activities and that is committed by a Board employee, student, third-party vendor or contractor, guest, or other members of the school community.

This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the Board's education programs and activities; such sexual misconduct/sexual activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws and/or the Employee Handbook if committed by a Board employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the District's education programs or activities. Sexual harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by other applicable Board policies and administrative guidelines, applicable State and/or Federal laws and/or the Employee Handbook if committed by a Board employee.

Complaints alleging sexual harassment and/or discrimination on the basis of sex are also covered by and subject to the investigation procedures in Board Policy 5517 - Student Anti-Harassment. Complaints not covered by this policy may still be governed by and subject to the procedures in Policy 5517 - Student Anti-Harassment.

#### **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Sexual Harassment:** "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
  1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.
    - a. Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included.
    - b. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - c. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
    - d. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
    - e. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
    - f. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by Wis. Stat. §§ 948.02 or 948.09, or whose status as a student prohibits such sexual contact per Wis. Stat. §948.095.
    - g. Other Sexual Contact includes the intentional emission of bodily fluids on the complainant, or at the direction of the Respondent, for the purposes of sexual gratification as defined in Wis. Stat. § 940.225(5)(b).
    - h. Consent refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
    - i. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.
  2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:
    - a. A current or former spouse or intimate partner of the victim;
    - b. A person with whom the victim shares a child in common;
    - c. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

- d. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
  - e. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.
3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

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

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

**Formal Complaint:** "Formal complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation(s) of sexual harassment. At the time of filing a formal complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a Complainant or a party to the formal complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**Actual Knowledge:** "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent. Imputation of knowledge-based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge.

**Supportive Measures:** "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations), leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures.

**Education Program or Activity:** "Education program or activity" refers to all operations of the District over which the Board exercises substantial control, including in-person and online educational instruction, employment, extra-curricular activities, athletics, performances, and community engagement, and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off-school property/grounds if the Board exercises substantial control over both the Respondent and the context in which the sexual harassment occurs.

**School District community:** "School District community" refers to students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties:** "Third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related

events/activities (whether on or off District property).

**Inculpatory Evidence:** "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged sexual harassment.

**Exculpatory Evidence:** "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of sexual harassment.

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

**Eligible Student:** "Eligible student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

### **Title IX Coordinator(s)**

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

HR Director  
1701 2nd Street  
New Glarus, WI 53574  
(608)527-2410

The Title IX Coordinator shall report directly to the District Administrator. Questions about this policy should be directed to the Title IX Coordinator.

The District Administrator shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all professional organizations holding professional agreements with the Board of the following information:

The Board of the New Glarus School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

*HR Director  
1701 2nd Street  
New Glarus, WI 53574  
(608)527-2410*

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: <https://go.boarddocs.com/wi/ngsd/Board.nsf/Public>. The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The District Administrator shall also prominently display the Title IX Coordinator's(s') contact information – including Name(s) and/or Title(s), Phone Number(s), Office Address(es), and Email Address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all professional organizations holding professional agreements.

### **Grievance Process**

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of sexual harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this grievance process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for sexual harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

The Process described herein relates exclusively to complaints brought under this Policy. The District will continue to handle complaints subject to the District's other nondiscrimination and anti-harassment policies, including: Policy 5517 - Student Anti-Harassment; Policy 5517.01 - Bullying; 2260 - Nondiscrimination and Access to Equal Educational Opportunity; Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability.

### **Report of Sexual Discrimination / Harassment**

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s).

Board employees are required, and other members of the School District community and Third Parties are encouraged, to report allegations of sex discrimination or sexual harassment promptly to the/a Title IX Coordinator or to any Board employee, who will, in turn, notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of sexual harassment by or involving the Title IX Coordinator, the person making the report should submit it to the District Administrator, or another Board employee who, in turn, will notify the District Administrator of the report. The District Administrator will then serve in place of the Title IX Coordinator for purposes of addressing that report of sexual harassment.

The Board does business with various vendors, contractors, and other third parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a formal complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of sexual misconduct/sexual activity not involving sexual harassment will be addressed through the procedures outlined in Board policies, the applicable Student Code of Conduct, or Employee/Administrator Handbook(s).

Because the Board is considered to have actual knowledge of sexual harassment or allegations of sexual harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of sexual harassment or allegations of sexual harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or sexual harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. The Board employee must also comply with mandatory reporting responsibilities pursuant to Wis. Stat. 48.981 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of sexual harassment of which the Board employee is aware, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of sexual harassment is made, the Title IX Coordinator shall promptly contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the

process for filing a formal complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

**Emergency Removal:** Subject to limitations and/or procedures imposed by State and/or Federal law, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related District policies, including Policy 5120 - Assignment within District; Policy 5605 - Suspension/Expulsion of Students with Disabilities, Policy 5610 - Suspension and Expulsion, and Policy 5611 - Due Process Rights.

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of sexual harassment or otherwise.

### **Formal Complaint of Sexual Harassment**

A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a formal complaint involves allegations of sexual harassment by or involving the Title IX Coordinator, the Complainant should submit the formal complaint to the District Administrator, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process with respect to that formal complaint.

The Complainant's wishes with respect to whether a formal complaint is filed will be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.

When the Title IX Coordinator receives a formal complaint or signs a formal complaint, the District will follow its grievance process and procedures, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence - including both inculpatory and exculpatory evidence - and provide that credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of sexual harassment or submitting a false formal complaint. The Board will not tolerate such conduct.

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

### **Timeline**

The District will seek to conclude the grievance process within ninety (90) calendar days of receipt of the formal complaint, followed by the appeal process which shall be processed in a timely manner.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action, except that any complaint covered by Policy 5517 - Student Anti-Harassment as well must comply with the timelines in that Policy, however, an investigation may still proceed as required under this Policy. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or an accommodation of disabilities.

Upon receipt of a formal complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes sexual harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice must:
  - 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
  - 3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee Handbooks that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

#### **Dismissal of a Formal Complaint**

The District shall investigate the allegations in a formal complaint unless the conduct alleged in the formal complaint:

- A. would not constitute sexual harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the formal complaint. If the Title IX Coordinator dismisses the formal complaint due to one of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator may dismiss a formal complaint, or any allegations therein, if at any time during the investigation:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

If the Title IX Coordinator dismisses a formal complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

#### **Consolidation of Formal Complaints**

The Title IX Coordinator may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

### **Informal Resolution Process**

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a formal complaint of sexual harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a formal complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School District community or Third Party sexually harassed a student.

The informal resolution process is not available to resolve allegations involving a sexual assault involving a student Complainant and a student Respondent.

### **Investigation of a Formal Complaint of Sexual Harassment**

In conducting the investigation of a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is (are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an eligible student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and

- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. The investigator(s) and decision-maker(s) must provide a minimum of 1 day's notice with respect to investigative interviews and other meetings.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

### **Determination of Responsibility**

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the question of any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

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

The written determination will include the following content:

- A. Identification of the allegations potentially constituting sexual harassment pursuant to this policy;
- B. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence.
- C. Findings of fact supporting the determination;
- D. Conclusions regarding the application of the applicable code of conduct to the facts;
- E. A statement of, and rationale for, the result as to each <sup>97</sup>allegation, including a determination regarding responsibility,

any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s) and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and

F. The procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal

Informal or formal disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in sexual harassment).

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Suspension and Expulsion, Policy 5610.01 – Alternative Expulsion Hearing Procedure, Policy 5610.02 – In-School Discipline, and Policy 5611 – Due Process Rights. The discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in sexual harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual.

The discipline of an employee will be implemented in accordance with Federal and State law, and Board policy.

If the decision-maker(s) determines a third-party Respondent is responsible for violating this policy (i.e., engaging in sexual harassment), the decision-maker(s) will recommend appropriate remedies, including the imposition of sanctions. The Title IX Coordinator will notify the District Administrator of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately, imposing a disciplinary sanction/consequence, the District Administrator will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The District's resolution of a formal complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the District Administrator may involve local law enforcement and/or file criminal charges related to allegations of sexual harassment that involve a sexual assault.

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

## Appeal

Both parties have the right to file an appeal from a determination regarding responsibility or from the Title IX Coordinator's dismissal of a formal complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a formal complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within five (5) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a formal

complaint or any allegations therein.

Nothing herein shall prevent the District Administrator from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within five days after the Title IX Coordinator provides notice to the non-appealing party of the appeal.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker's(s') determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five days of when the parties' written statements were submitted.

The determination of responsibility associated with a formal complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

### **Retaliation**

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **Confidentiality**

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, or FERPA's regulations, and State law under Wis. Stat. § 118.12, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

### **Training**

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of sexual harassment (as that term is used in this policy);
- B. the scope of the District's education program or activity;
- C. how to conduct an investigation and implement the grievance process that includes appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interests, and bias.

All Board employees will be trained concerning their legal obligation to report sexual harassment to the Title IX Coordinator. This training will include practical information about how to identify and report sexual harassment.

### **Recordkeeping**

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records pursuant to Wis. Stat. § 19.21(6):

- A. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity;
- B. Any appeal and the result therefrom;
- C. Any informal resolution and the result therefrom; and
- D. All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website. If a person is unable to access the District's website, the Title IX Coordinator will make the training materials available upon request for inspection by members of the public.

### **Outside Appointments, Dual Appointments, and Delegations**

The Board retains the discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains the discretion to appoint two (2) or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The District Administrator may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation, may be rescinded by the District Administrator at any time.

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Legal

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

19.21(6), Wis. Stats.

118.25, Wis. Stats.

120.13, Wis. Stats.

948.02, Wis. Stats.

OCR's Revised Sexual Harassment Guidance (2001)

20 U.S.C. 1092(F)(6)(A)(v)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(30)



Book	Policy Manual
Section	Policies Ready for Policy Committee
Title	DELETE - PURCHASING
Code	po6320
Status	Policy Committee Review
Adopted	March 13, 2017

### 6320 - PURCHASING

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative guidelines. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3230, and Policy 4230 – Conflict of Interest.

#### General Guidelines - Procurement

- A. Except as otherwise provided by Board policy, all purchases of goods, services, and equipment for which the District will be responsible for payment must be on official purchase orders, properly signed and executed. Credit cards may be used under the procedures established by the Business Manager. Staff may directly purchase goods and equipment under the procedures established by the business manager.
- B. Purchasing thresholds for staff:
  1. From \$500 - \$1,000: requires Principal approval.
  2. From \$1001 – \$2,500: requires either District Administrator or Business Manager approval.
  3. From \$2,501 - \$9,999: requires both District Administrator and Business Manager approval.
  4. From \$10,000 and above: requires Board approval prior to expenses being incurred.
- C. Given equality of service, quality, delivery and price, the District shall purchase, whenever possible, from local suppliers and services. The employee shall not feel bound to purchase any item locally that can be secured at a savings from outside vendors.
- D. Use of "Resale" account within the District budget shall not be used as competition for area businesses.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

It is the policy of the Board of Education that the District Administrator seek at least three (3) price quotations on purchases of more than \$10,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District.

#### Competitive Bids

Purchase of and contract for projects will be subject to a competitive bid process as and when required by law.

Bids are not required for:

- A. Instructional textbooks, books, tapes, films, workbooks, educational kits, periodicals, and technology equipment, peripherals, and software.

- B. Replacement parts for existing equipment where the value of the replacement parts are estimated to be less than fifty percent (50%) of the total present value of the equipment.
- C. Cooperative Educational Service Agency (CESA) and other intergovernmental contracts.
- D. Used equipment (including demonstrators) where a definite cost advantage can be demonstrated.
- E. Specific computer equipment only after system analysis has demonstrated its unique need.
- F. Material that can be purchased from only one (1) vendor.
- G. Architectural services, attorney services, and personal service contracts.
- H. Professional services contracts/agreements.

Bids are not required when a purchase is made using the current state of Wisconsin competitive bid price for items including, but not limited to: computers, copiers and vehicles.

Bids shall be sealed and shall be opened by the Business Manager in the presence of at least one (1) witness. A bidder may be required to submit a sworn statement regarding:

- A. financial ability to complete the contract, including the posting of a bond where appropriate or required;
- B. nature and quality of equipment to be used in performing the contract;
- C. experience and past performance in performing the contract;
- D. such other information the District deems relevant to the protection and welfare of the public in the performance of the contract or that are required by applicable law.

Such statements shall be delivered to the District no later than five (5) days prior to the bid opening, or as directed by the applicable RFP, and shall be kept confidential by the District, except upon the written order of the person submitting the statement or on behalf of whom the statement is submitted, for the necessary use by the District in qualifying the person/bidder or the District. The statements shall be reviewed and the bidder notified if it is qualified to submit a bid.

The District reserves the right to reject any or all formal bids or informal quotations, to waive technicalities, to make adjustments in specifications or quantities and/or to make selections based on the best interests of the District.

#### **Purchasing Items with Federal Grant Funds**

When purchasing items with Federal funds a District shall:

- A. give consideration to whether separating or combining purchases will provide for a more cost-effective approach to avoid acquisition of unnecessary or duplicative items;
- B. where appropriate, conduct an analysis of lease versus purchase options and the most economical and beneficial method shall be pursued;
- C. conduct an evaluation of the availability and feasibility of entering into inter-governmental agreements to procure the goods or services required on a shared basis;
- D. in the case of a time and material contract, make a determination that no other arrangement is suitable and that the contract places a ceiling price that protects the District.

The Board reserves the right to reject any and all bids.

#### **Cooperative Purchasing**

The Board of Education shall ensure the most competitive purchasing practices possible and hereby authorizes the administration to cooperate with the Cooperative Educational Service Agency (CESA) and State of Wisconsin in taking bids

and letting contracts for cooperative purchasing.

All other cooperative buying ventures will be submitted to the Board for approval and authorization will be on an individual basis.

### **General Provisions**

The District Administrator is authorized to purchase all items within budget allocations.

The District Administrator is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped shall be made a part of the bid specifications.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment by lease, installment payments, lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the specific terms, including price, of such a purchase.

### **Debarred Contractors Excluded**

The District shall not award any contract, agreement or subcontract for goods or services to any party that has been suspended or debarred from receiving contracts or subcontracts by the Federal Acquisition Regulations (FAR).

For any contract or subcontract with a value in excess of \$25,000, the District shall include a provision in the contract or as a condition of any subcontract award that the contracting party attest that it is not at the time of contracting a suspended or debarred party under the Federal Acquisition Regulations and that, if at any time during performance of the services or delivery of goods in the applicable contract, said contractor or subcontractor should be identified as a suspended or debarred entity by the General Services Administration, the contractor or subcontractor shall immediately notify the District of that fact, which shall serve as sufficient grounds to terminate the contract as the District determines is appropriate.

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Legal                                    120.12(24), 66.0133, Wis. Stats.  
    2 C.F.R. Section 200.213; 200.318 – 200.326  
    48 C.F.R. Section 9.4

Book	Policy Manual
Section	Policies Ready for Policy Committee
Title	REPLACEMENT POLICY - PURCHASING
Code	po6320
Status	Policy Committee Review
Adopted	March 13, 2017

### 6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative guidelines. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3230, and Policy 4230 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

It is the policy of the Board that the District Administrator seek at least three (3) price quotations on purchases of more than \$25,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District.

#### **Competitive Bids**

Purchase of and contract for projects will be subject to a competitive bid process as and when required by law.

Bids shall be sealed and shall be opened by the Business Manager in the presence of at least one (1) witness. A bidder may be required to submit a sworn statement regarding:

- A. financial ability to complete the contract, including the posting of a bond where appropriate or required;
- B. nature and quality of equipment to be used in performing the contract;
- C. experience and past performance in performing the contract;
- D. such other information the District deems relevant to the protection and welfare of the public in the performance of the contract or that are required by applicable law.

Such statements shall be delivered to the District no later than five (5) days prior to the bid opening, or as directed by the applicable RFP, and shall be kept confidential by the District, except upon the written order of the person submitting the statement or on behalf of whom the statement is submitted, for the necessary use by the District in qualifying the person/bidder or the District. The statements shall be reviewed and the bidder notified if it is qualified to submit a bid.

#### **Purchasing Items with Federal Grant Funds**

When purchasing items with Federal funds a District shall:

- A. give consideration to whether separating or combining purchases will provide for a more cost-effective approach to avoid acquisition of unnecessary or duplicative items;
- B. where appropriate, conduct an analysis of lease versus purchase options and the most economical and beneficial method shall be pursued;
- C. conduct an evaluation of the availability and feasibility of entering into intergovernmental agreements to procure the

goods or services required on a shared basis;

D. in the case of a time and material contract, make a determination that no other arrangement is suitable and that the contract places a ceiling price that protects the District.

### **General Provisions**

The Board reserves the right to reject any and all bids.

Contracts can be awarded by the District Administrator without Board approval for any single item or group of identical items costing less than \$25,000. All other contracts require Board approval prior to purchase.

The District Administrator is authorized to purchase all items within budget allocations.

The District Administrator is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped shall be made a part of the bid specifications.

Before the Business Manager places a purchase order, s/he shall check whether: (a) the proposed purchase is subject to bid, (b) whether sufficient funds exist in the budget and (c) the goods or services might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire office equipment by lease, installment payments, lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the specific terms, including price, of such a purchase.

### **Debarred Contractors Excluded**

The District shall not award any contract, agreement or subcontract for goods or services to any party that has been suspended or debarred from receiving contracts or subcontracts by the Federal Acquisition Regulations (FAR).

For any contract or subcontract with a value in excess of \$25,000, the District shall include a provision in the contract or as a condition of any subcontract award that the contracting party attest that it is not at the time of contracting a suspended or debarred party under the Federal Acquisition Regulations and that, if at any time during performance of the services or delivery of goods in the applicable contract, said contractor or subcontractor should be identified as a suspended or debarred entity by the General Services Administration, the contractor or subcontractor shall immediately notify the District of that fact, which shall serve as sufficient grounds to terminate the contract as the District determines is appropriate.

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   2 C.F.R. Section 200.213; 200.318 - 200.326  
   48 C.F.R. Section 9.4

- J. Construction Manager Interviews - August 24
- K. Construction Manager Selection Process
- L. Long-Term Facility Planning
- M. Resignations
- N. New Hires

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**New Hire Board Approval  
08/03/2020**

**Name:** Sam Weinbrenner  
**Position:** Special Education Teacher  
**Percentage of employment:** 100%  
**Term of employment:** 2020-21 school year  
**Placement on Salary Grid:** MA, Level 4

**New Hire Board Approval  
08/03/2020**

**Name:** Jance Marty  
**Position:** High School Assistant Football Coach  
**Percentage of employment:** varies  
**Term of employment:** 2020-21 Fall Season  
**Pay rate:** \$2200

**VII. FUTURE AGENDA ITEMS**

**VIII. FUTURE SCHOOL BOARD AND COMMITTEE MEETINGS**

A. August 17, 2020 - Annual Meeting - 7:15 p.m.

B. September 14, 2020 - Discussion & Regular Board Meeting - 7:15 p.m.

**IX. ADJOURN**

PURSUANT TO APPLICABLE LAW, NOTICE IS HEREBY GIVEN THAT A QUORUM OR A MAJORITY OF THE NEW GLARUS SCHOOL DISTRICT BOARD MEMBERS MAY ATTEND THIS MEETING. INFORMATION PRESENTED AT THIS MEETING MAY HELP FORM THE RATIONALE BEHIND FUTURE ACTIONS THAT MY BE TAKEN BY THE NEW GLARUS SCHOOL DISTRICT BOARD.

UPON REQUEST TO THE DISTRICT OFFICE, SUBMITTED TWENTY-FOUR (24) HOURS IN ADVANCE, THE DISTRICT SHALL MAKE REASONABLE ACCOMODATIONS INCLUDING THE PROVISION OF INFORMATIONAL MATERIAL IN AN ALTERNATIVE FORMAT FOR A DISABLED PERSON TO BE ABLE TO ATTEND THIS MEETING.