

Board of Education Regular Meeting
Monday, March 20, 2017 6:00 PM

City Of Gering Council Chambers 1025 P
Street Gering, NE
1519 10th Street
Gering, NE 69341

Agenda

1. Signature of Notification
2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors
 1. Acknowledge Open Meetings Law
 2. Notice of this meeting was published in the Gering Courier on March 16, 2017.
3. Excuse Absent Board Members
4. Consent Agenda
 1. Approval of Agenda/Amendment of Agenda Items
 2. Minutes From Previous Board Meeting
 3. Approval of Claims/Bills
 4. First Reading of Board Policies
 - i. 501 Objectives for Equal Educational Opportunities for Students
 - ii. 502.1 Resident Students
 - iii. 502.2 NonResident Students Option Enrollment
 - iv. 502.3 Entrance Admissions
 - v. 502.4 Attendance Center Assignment
 - vi. 502.5 Student Transfers In
 - vii. 502.6 Student Transfers Out or Withdrawals
 - viii. 502.7 Student ReEntry to School
 - ix. 502.8 Exchange and Foreign Student Admissions
 - x. 502.10 Assignment of New Students to Classes and Grade Levels
 - xi. 502.11 Assignment of Continuing Students To Class
5. Second Reading of Board Policies
 - i. 412.1 Classified Staff Defined
 - ii. 412.2 Classified Staff Qualifications, Recruitment, and Selection
 - iii. 412.4 Classified Staff Licensing/Certification
 - iv. 412.5 Classified Staff Assignment
 - v. Classified Staff Transfers
 - vi. 412.7 Classified Staff Evaluation
 - vii. 413.1 Classified Staff Compensation
 - viii. 413.2 Classified Staff Wage and Overtime Compensation
 - ix. 413.3 Classified Staff Group Insurance Benefits
 - x. 413.4 Classified Staff Workers' Compensation
 - xi. 413.5 Classified Staff Tax Shelter Programs
 - xii. 414.1 Classified Staff Resignation
 - xiii. 414.2 Classified Staff Retirement
 - xiv. 414.3 Classified Staff Suspension
 - xv. 414.4 Classified Staff Dismissal
 - xvi. 415.1 Classified Staff Holidays and Leaves

- xvii. 415.2 Classified Staff Personal Illness Leave
- xviii. 415.3 Classified Staff Family and Medical Leave
- xix. 415.6 Classified Staff Jury Duty Leave
- xx. 415.7 Classified Staff Military Service Leave
- 6. Personnel Items
 - i. Contract Approvals
 - 1. Zachary Smith- Junior High School Science
 - ii. Resignations
 - 1. Susan Martin - Speech Language Pathologist
- 5. Patron Comments
- 6. Reports and Discussions
 - 1. Curriculum Committee Report
 - 2. Facilities Committee Report
 - 3. Business Committee Report
 - i. Trial Balance Summary
 - ii. Fund Balances
 - iii. Schedule of Investments
 - iv. Financial Statements
 - 4. Superintendent's Report
- 7. Action Items
 - 1. Discuss, consider and take all necessary action with regard to a resolution authorizing (1) the issuance, sale, and delivery of general obligation bonds in an aggregate principal amount not to exceed \$24,000,000; (2) prescribing the the form of the bonds; (3) fixing in part and providing for the fixing in part of the terms of the bonds; (4) providing for the levy and collection of taxes to pay the principal of and interest on the bonds; and (5) related matters
 - 2. Discuss, consider and take all necessary action with regard to (1) the selection of the Construction Management at Risk (CM@R) method of construction delivery for the proposed additions and improvements to the existing high school building and grounds owned and operated by the School District in located in Gering, Nebraska under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901, (the "Act"); (2) the adoption of Board of Education policies required to implement the CM@R process under the Act; and, (3) determine percentage weight to be given to CM@R selection criteria.
- 8. Tentative Committee and Meeting Dates
- 9. Board Comments
- 10. Adjourn

Board of Education Regular Meeting

February 20, 2017 6:00 PM
City of Gering Council Chambers
1025 P Street
Gering, NE

Attendance Taken at 6:00 PM:

Present Board Members:

Brian Copsey
Brent Holliday
Josh Lacy
BJ Peters
Brady Shaul
Mary Winn

1. Signature of Notification

2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

2.1. Acknowledge Open Meetings Law

Rationale:

The Board of Education reserves the right to enter into Executive Session for the protection of the public interest; or the prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.

2.2. Notice of this meeting was published in the Gering Courier on February 16, 2017.

3. Excuse Absent Board Members

4. Consent Agenda

Motion Passed: Approval of the Consent Agenda passed with a motion by BJ Peters and a second by Mary Winn.

Brian Copsey	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

4.1. Approval of Agenda/Amendment of Agenda Items

4.2. Minutes From Previous Board Meeting

4.3. Approval of Claims/Bills

4.4. First Reading of Board Policies

4.4.1. 412.1 Classified Staff Defined

4.4.2. 412.2 Classified Staff Qualifications, Recruitment, and Selection

4.4.3. 412.4 Classified Staff Licensing/Certification

4.4.4. 412.5 - Classified Staff Assignment

4.4.5. 412.6 Classified Staff Transfers

4.4.6. 412.7 Classified Staff Evaluation

4.4.7. 413.1 Classified Staff Compensation

- 4.4.8. 413.2 Classified Staff Wage and Overtime Compensation
- 4.4.9. 413.3 Classified Staff Group Insurance Benefits
- 4.4.10. 413.4 Classified Staff Workers' Compensation
- 4.4.11. 413.5 Classified Staff Tax Shelter Programs
- 4.4.12. 414.1 Classified Staff Resignation
- 4.4.13. 414.2 Classified Staff Retirement
- 4.4.14. 414.3 Classified Staff Suspension
- 4.4.15. 414.4 Classified Staff Dismissal
- 4.4.16. 415.1 Classified Staff Holidays and Leaves
- 4.4.17. 415.2 Classified Staff Personal Illness Leave
- 4.4.18. 415.3 Classified Staff Family and Medical Leave
- 4.4.19. 415.6 Classified Staff Jury Duty Leave
- 4.4.20. 415.7 Classified Staff Military Service Leave
- 4.5. Personnel Items
 - 4.5.1. Contract Approvals
 - 4.5.1.1. Jamie Connell-- Speech Pathologist
 - 4.5.2. Resignations
 - 4.5.2.1. Janelle Anderson -- Science @ Junior High
 - 4.5.2.2. Mary Kay Haun -- Principal @ Geil/Cedar Canyon Elementary
 - 4.5.2.3. Janelle Mathews -- Resource (SPED) @ Junior High
 - 4.5.2.4. Yvonne Smith -- Language Arts @ Junior High
 - 4.5.2.5. Julie Van Dyke -- Science @ Junior High
 - 4.5.2.6. Ruth Wobig -- 4th Grade @ Cedar Canyon Emelentary
 - 4.5.2.7. Brenda Duncan -- School Psychologist @ District

5. Reports and Discussions

5.1. Justin Reinmuth report on the Samsung Solve for Tomorrow Contest

Discussion:

Justin Reinmuth, Industrial Arts teacher at the High School, along with one of his students described the Samsung Solve for Tomorrow Contest they entered. The objective of the contest was to find a solution to a problem in your community. Reinmuth's students discovered the solution of using drones instead of planes to deliver herbicide to crops. By using the drones, farmers are able to hone into a specific area rather than blanket dusting the crops with the herbicide, making a more healthy environment for the community. The idea won the state contest, \$25,000, and is now competing in the national competition.

5.2. Report from the District Crisis Team

Rationale:

Sharyl Hamer, co-leader of the GPS Crisis Team, will provide an informational presentation about the function and duties of the Crisis Team.

Discussion:

Sharyl Hamer spoke on behalf of the Crisis Team for Gering Public Schools. Sharyl is a team leader and has volunteered since 1991. There are two teams of seven that alternate monthly. The Crisis Team has had multiple training sessions on possible scenarios in hopes of keeping the environment as normal as possible when a crisis happens. It is imperative to have a plan set in place, to keep things as normal as possible, to provide caring sensitive support, and to maintain a safe and familiar structure to those in a crisis. All members of the Crisis Team volunteer their time and are a tremendous addition to the Gering School District.

5.3. Curriculum Committee Report

Discussion:

Mr. Peters reported for the Curriculum Committee who were provided a presentation from Mr. Seiler and Mrs. Hadenfeldt. The Freshman Academy was given the opportunity to pilot a One-To-One program which consisted of the district allowing each student to be responsible for and use a Chromebook. Students receive the same Chromebook every morning and are able to check them out if needed for home use in the evenings. The Chromebooks have been a huge success in every curriculum area including science and math. Next year Gering Schools will be extending the One-To-One program throughout the 9-12 grades.

5.4. Facilities Committee Report

Discussion:

Facilities Committee did not meet this month.

5.5. Business Committee Report

Discussion:

Mr. Copsey spoke on behalf of the Business Committee. The committee approved the AP Listing for the month as well as held a meeting with First Student. The committee members addressed the concerns related to bus maintenance issues. First Student has hired an additional mechanic which will provide tremendous help. They also discussed the system they have to notify parents, the age of their current fleet, and the possibility of getting a new bus for the next school year.

5.5.1. Trial Balance Summary

5.5.2. Fund Balances

5.5.3. Schedule of Investments

5.5.4. Financial Statements

5.6. Superintendent's Report

Discussion:

Mr. Hastings gave an update to the board on all the events occurring this month. Educational Service Unit 13 held their Mid-Winter Conference on February 20, 2017. The staff was given the opportunity to further their professional development by attending a variety of sessions. Karen Haase, a school attorney, will be presenting to the schools on February 21, 2017 regarding digital citizenship. Also, the State of Nebraska Unicameral has held many hearings related to educational funding and how school funding should be addressed throughout the state.

6. Patron Comments

Discussion:

Dr. Wills spoke as an advocate for the Believe in Gering proposal. Dr. Wills and the committee have made an impact by placing inserts in newspapers, sending out mailings, giving interviews with the radio stations, and placing yard signs to support the cause. He is hoping to inspire the community to vote and get the bond issue passed in order to be able to renovate the Gering High School.

7. Executive Session for the protection of the public interest to discuss collective bargaining strategy

Discussion:

Executive session was entered into at 6:38 p.m. and exited at 6:48 p.m.

Motion Passed: Enter into executive session for the protection of the public interest to discuss collective bargaining strategy passed with a motion by Mary Winn and a second by BJ Peters.

Brian Copsy	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

8. Action Items

8.1. Approval of the 2017-2018 school calendar

Motion Passed: Approve the 2017-2018 calendar as presented passed with a motion by Brady Shaul and a second by BJ Peters.

Brian Copsy	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

8.2. Approval of the Negotiated Professional Agreement between the Gering Public Schools Board of Education and the Gering Education Association for the 2017-2018 and 2018-2019 contract years.

Motion Passed: Approve the Negotiated Professional Agreement for the 2017-2018 and 2018-2019 contract years as presented passed with a motion by Mary Winn and a second by Brent Holliday.

Brian Copsy	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

9. Tentative Committee and Meeting Dates

Rationale:

Facilities Committee -- February 23, 2017 @ 4:30 p.m. Central Office
Policy Review Committee -- February 27, 2017 @ 4:30 p.m. Central Office
Personnel Committee -- February 21, 2017 @ 4:30 p.m. Central Office
Curriculum Committee -- March 2, 2017 @ 7:00 a.m. Central Office
Business Committee -- March 13, 2017 @ 4:30 p.m. Central Office
Regular Board Meeting -- March 20, 2017 @ 6:00 p.m. City of Gering Council Chambers

10. Board Comments

Discussion:

Mr. Shaul was thrilled to hear about the Crisis Team and the tremendous tasks they take on. He was also very impressed with Mr. Reinmuth's class. Mr. Peters gave his thanks to Mrs. Haun for her 39 years of service to Gering Public Schools. Mr. Lacy was very grateful for the Crisis Team volunteers. He also gave his thanks for the hard work the Gering staff provides. Mrs. Winn recognized Mrs. Haun's dedication to the school district stating it is a testament that people want to spend their careers working for Gering schools. She finds that the Crisis Team provides a calm and comforting environment which is extremely important during a time of crisis. Mr. Holliday was also very impressed with Mrs. Haun's dedication to the school district. He also wanted to reinstate that the bond issue vote will be coming up and is a very important day for the future of Gering. Mr. Copsey wanted to personally thank Mrs. Haun. He is appreciative for having staff that truly cares about the students. Mr. Copsey is extremely thankful for the countless hours Mr. Wills has spent to get the community to go out and vote.

11. Adjourn

Discussion:

Adjourned 7:05 p.m.

Chairperson

Superintendent

Payee Name	Account Description Element	Check Date	Check Number	Amount	Fund
AC Electric Motor Service, LLC	Supplies	2/28/2017	12248	\$1,113.02	1
Amsterdam Printing & Litho Co.	Consumable Materials	2/28/2017	12249	\$166.89	1
Anderson	Supplies	2/28/2017	12250	\$50.00	1
B & C Steel Products	Supplies	2/28/2017	12251	\$398.92	1
Barracuda Networks	Server Hardware	2/28/2017	12252	\$2,448.00	1
Benzel Pest Control	Supplies	2/28/2017	12253	\$65.00	1
Black Hills Energy	Natural Gas Services	2/28/2017	12254	\$13,790.08	1
Bluffs Sanitary Supply, Inc.	Supplies	2/28/2017	12255	\$13,040.00	1
Budget Tire & Service	Tires & Parts	2/28/2017	12256	\$545.20	1
Capital Business Systems, Inc.-Texas	Copier Costs	2/28/2017	12257	\$6,086.81	1
Carolina Biological Supply	District Stock	2/28/2017	12258	\$755.70	1
Chadron State College Conferencing Offic	Student/Coaches Meals	2/28/2017	12259	\$806.75	1
Charter Communications	Internet Service	2/28/2017	12260	\$135.00	1
City Of Gering	Electricity	2/28/2017	12261	\$36,703.03	1
Crossroads Music	Contracted Services/Repairs	2/28/2017	12262	\$413.68	1
Culligan of Scottsbluff	Supplies	2/28/2017	12263	\$1,236.01	1
D&H Electronics	District Stock	2/28/2017	12264	\$41.46	1
DAS State Accounting - Central Finance	Internet Service	2/28/2017	12265	\$238.96	1
Dennis Supply Co. - Sb	Supplies	2/28/2017	12266	\$705.66	1
Docu-Shred	Contracted Services/Repairs	2/28/2017	12267	\$44.00	1
Door Closer Service	Supplies	2/28/2017	12268	\$522.00	1
Duncan, Brenda	Mileage Reimbursement	2/28/2017	12269	\$25.36	1
Enviro Service, Inc.	Contracted Services/Repairs	2/28/2017	12270	\$18.00	1
Esu #13 _5760	ESU #13	2/28/2017	12271	\$22,048.10	1
Fahrenbrook, Tina	Mileage Reimbursement	2/28/2017	12272	\$45.48	1
First Student	BUS/VAN	2/28/2017	12273	\$57,085.78	1
Follett School Solutions, Inc.	Library Books	2/28/2017	12274	\$4,114.28	1
Frontline Technologies Group, LLC	Dues & Fees	2/28/2017	12275	\$1,112.40	1
Gering Courier	Advertising & Printing	2/28/2017	12276	\$277.53	1
Grease N Go	Gas & Oil	2/28/2017	12277	\$51.19	1
Hi Performance Car Wash-Blt, Inc.	Other Expenses	2/28/2017	12278	\$1.71	1
Hillyard	District Stock	2/28/2017	12279	\$10,755.76	1
Hobby Lobby	Supplies	2/28/2017	12280	\$19.98	1

Ideal Laundry & Cleaners, Inc.	Supplies	2/28/2017	12281	\$84.96	1
Independent Plumbing & Heating	Supplies	2/28/2017	12282	\$1,192.58	1
J.W. Pepper And Sons, Inc.	District Stock	2/28/2017	12283	\$124.99	1
Johnson Cashway _8920	Supplies	2/28/2017	12284	\$1,523.92	1
Kriz-Davis	District Stock	2/28/2017	12285	\$220.13	1
KSB School Law	Legal Services	2/28/2017	12286	\$837.00	1
Logoz LLC	District Stock	2/28/2017	12287	\$140.00	1
Martin, Susan	Mileage Reimbursement	2/28/2017	12288	\$15.78	1
Martin, Terri	Other Expenses	2/28/2017	12289	\$6.78	1
Menards	Supplies	2/28/2017	12290	\$1,548.58	1
Mile Hi Water Tec, Inc	Supplies	2/28/2017	12291	\$200.00	1
Money Wise Office Supply	Supplies	2/28/2017	12292	\$685.10	1
Monument Physical Therapy	Other Agencies	2/28/2017	12293	\$2,663.02	1
Motel 6	Travel Exp/Prof Devel	2/28/2017	12294	\$749.50	1
Nasco	District Stock	2/28/2017	12295	\$503.16	1
NE Department of Education	Supplies	2/28/2017	12296	\$125.00	1
Nebraska Public Health Environmental Lab	Contracted Services/Repairs	2/28/2017	12297	\$16.00	1
Nebraska Safety & Fire Equipment Inc.	Supplies	2/28/2017	12298	\$511.00	1
One Source	Contracted Services/Repairs	2/28/2017	12299	\$100.00	1
Papa Murphy'S	Supplies	2/28/2017	12300	\$100.00	1
Paul Reed Construction Co, Inc	Supplies	2/28/2017	12301	\$684.98	1
Pearson	Supplies	2/28/2017	12302	\$185.50	1
Perry, Guthery, Haase & Gessford, P.C.,	Legal Services	2/28/2017	12303	\$3,750.00	1
Petty Cash -Cedar Canyon	Consumable Materials	2/28/2017	12304	\$16.19	1
Petty Cash-Geil	Consumable Materials	2/28/2017	12305	\$99.22	1
Prairie Pines Quilt Shop	Supplies	2/28/2017	12306	\$60.13	1
Print Express	District Stock	2/28/2017	12307	\$323.80	1
Pro-Ed	Supplies	2/28/2017	12308	\$221.10	1
Regional Care, Inc.	IRS 125 Plan	2/28/2017	12309	\$562.50	1
Robinson Electric, Inc.	Supplies	2/28/2017	12310	\$1,131.19	1
Roosevelt Public Power Dist.	Electricity	2/28/2017	12311	\$1,788.11	1
Rose, Art	Mileage Reimbursement	2/28/2017	12312	\$13.38	1
Safety-Kleen Systems, Inc.	Contracted Services/Repairs	2/28/2017	12313	\$517.39	1
Sandberg Implement, Inc.	Tires & Parts	2/28/2017	12314	\$76.02	1

Scottsbluff Body & Paint, Inc.	Bus Repair & Maintenance	2/28/2017	12315	\$100.00	1
Scottsbluff Public Schools	Gas & Oil	2/28/2017	12316	\$3,526.04	1
Snell Services, Inc.	Supplies	2/28/2017	12317	\$1,157.59	1
Source Refrigeration & HVAC, Inc.	Supplies	2/28/2017	12318	\$2,150.42	1
Spic & Span Cleaners	District Stock	2/28/2017	12319	\$1,725.00	1
Star-Herald	Advertising & Printing	2/28/2017	12320	\$1,571.11	1
Super 8 Crete	Travel Exp/Prof Devel	2/28/2017	12321	\$85.00	1
TotalFunds By Hasler	Supplies	2/28/2017	12322	\$1,930.00	1
University of Nebraska - Lincoln	Supplies	2/28/2017	12323	\$195.00	1
University Of Oregon _18533	Achievement Tests	2/28/2017	12324	\$860.00	1
Wal-Mart _18940	Supplies	2/28/2017	12325	\$117.47	1
Westco _16360	Supplies	2/28/2017	12326	\$1,785.77	1
Wilson, Ashlee	Mileage Reimbursement	2/28/2017	12327	\$22.74	1
WPCI	Contracted Services/Repairs	2/28/2017	12328	\$1,248.50	1
Zwieg, Drew	Mileage Reimbursement	2/28/2017	12329	\$93.84	1

**POLICY 501
GERING PUBLIC SCHOOLS
GERING, NE**

OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the board policy manual is devoted to the board's goals and objectives for assisting the students of the school district in obtaining an education. Each student shall have an equal opportunity to obtain an education in compliance with the policies in this series.

It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use the district's education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The board supports the delivery of the education program and services to students free of discrimination on the basis of race, color, sex, marital status, national origin or disability and provides equal access to designated youth groups. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

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

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

Inquiries may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, 10220 N. Executive Hills Blvd., 8th Floor, Kansas City, Mo. 641531367, (816) 8918156 or Nebraska Department of Education, 301 Centennial Mall South, Lincoln, NE. (402) 471-2444. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

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

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

Cross Reference: 100 District Organization and Basic Commitments

Approved 05/17/10 Reviewed 10/17/11, 3/6/17 Revised: 11/21/11, 4/17/17

**POLICY 502.1
GERING PUBLIC SCHOOLS
GERING, NE**

RESIDENT STUDENTS

Children who are residents of the school district community will attend the school district without paying tuition. Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition upon completion of option papers.

The residence of a student means the place, abode, or dwelling of the student. Generally, the legal dwelling of minors is the same as their parents. However, a student may establish a dwelling with someone other than the parents and attend public school in the school district without paying tuition if the primary purpose for residing in the school district is not for the purpose of obtaining a free public education.

Each case involving the determination of residence of a student will be decided upon its individual merits by the school board. Payment of tuition will not be required in cases where the student would otherwise be denied free common school privileges. The burden of proof as to legal residence shall rest with the person claiming legal residence in the district.

Legal Reference: Neb. Statute 79-215

Cross Reference: 101 District Organization and Basic Commitments
 503 Student Attendance
 801 Transportation

Approved 05/17/10 Reviewed 3/6/17 Revised 4/17/17

POLICY 502.2
GERING PUBLIC SCHOOLS
GERING, NE

NONRESIDENT STUDENTS/OPTION ENROLLMENT

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. If the student has previously had an option enrollment accepted in any district, the application shall be rejected unless a statutory exception to this rule applies for that student.

Application for option enrollment option shall be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident district prior to the option district's consideration for acceptance.

The application for option enrollment does not require a release from the resident district and the receiving district has forty-five days to issue acceptance or rejection if:

1. After February 1 the student relocated to a different resident district, or
2. The student's option district merged with another district effective after February 1st and
3. The student's attendance would occur during the next immediate and subsequent school years.

For applications submitted by the March 15 deadline, written notification of approval or rejection of the application will be made before April 1 to the student's parent/guardian and the resident district. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the reasons for rejection and the process for appealing the decision to the State Board of Education.

The Board shall adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet applications submitted after the March 15 deadline. For those applications, the option district shall notify the parent/guardian, and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

The board shall adopt a resolution setting forth its specific standards for acceptance and rejection of applications as an option school. Standards will conform to those set forth by

state statute. These may include the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the district. The standards shall not include previous academic achievement, athletic or other extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings except as allowed by law.

An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per pupil cost of the school district as computed by the superintendent.

The school board may admit a student who is a resident of another state but resides with a parent or guardian that is a Gering Public Schools employee. The school district will collect tuition for the student at a rate determined annually by the school board or the superintendent. Criteria for admittance of out-of-state students who reside with a Gering Public Schools employee follow the same standards and conditions of the option enrollment program.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. All option students who qualify for free lunches are eligible for either free transportation or the reimbursement of transportation costs from the school district as provided by state statute. Students receiving special education services shall receive transportation services as provided in the student's Individualized Education Plan.

Legal Reference: Neb. Statute 79-215
 Neb. Statute 79-232 to 246
 NDE Rule 19.008

Cross Reference: 503 Student Attendance
 801 Transportation

Approved 5/17/10 Reviewed 8/22/16, 3/6/17 Revised 9/19/16

**POLICY 502.3
GERING PUBLIC SCHOOLS
GERING, NE**

ENTRANCE ADMISSIONS

Children in the school district community will be allowed to enroll in the school district's regular education program beginning at age five. The child must be age five on or prior to July 31st to participate in the school district's kindergarten program

The board shall require evidence of age and residency in the form of a birth certificate or other evidence before the student may enroll in the school district's education program. It shall be within the discretion of the superintendent to determine what is satisfactory evidence for proof of age.

Prior to enrollment, the child's parent/guardian must provide the administration with proof of a physical examination and immunizations as required by law and the respective policies of this district. Failure to provide this information shall be reason for denying admission to the student.

The parent/guardian of any child younger than six years of age prior to January 1st of the current school year who is enrolled may discontinue that enrollment according to procedures provided by the district.

Legal Reference: Neb. Statute 79-214 et seq.

Cross Reference: 503.01 Compulsory Attendance
508.01 Student Health and Immunization Checkups

Approved 2/20/12 Reviewed 12/23/13, 3/6/17 Adopted 2/18/13

**POLICY 502.4
GERING PUBLIC SCHOOLS
GERING, NE**

ATTENDANCE CENTER ASSIGNMENT

The board and/or superintendent shall have complete discretion to determine the boundaries for each attendance center, to assign students to the attendance centers, and to assign students to the classrooms within the attendance center.

It shall be the responsibility of the superintendent to make recommendations to the board regarding the division of students among attendance centers. In making the recommendations, the superintendent shall consider the geographical layout of the school district, the condition and location of the school district facilities, the location of student population, possible transportation difficulties, financial condition of the school district and other factors deemed relevant by the superintendent or the board.

Cross Reference: 503.01 Compulsory Attendance

Approved 05/17/10 Reviewed 3/6/17 Revised 4/17/17

**POLICY 502.6
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT TRANSFERS OUT OR WITHDRAWALS

If the student's parents wish to withdraw or transfer the student from school prior to completing and graduating from the education program, they shall notify the superintendent or designee in writing as soon as possible of the decision to withdraw or transfer the student from the education program. The student or parent should present this written notice at the office and receive instructions regarding the return of textbooks, library books, locker equipment, hot lunch tickets and completion of grade records.

The notice shall state the student's final day of attendance. If the student is not enrolling in another school district, the school district shall maintain the student's records in the same manner as the records of students who have graduated from the school district.

If the parents wish to have the student's cumulative record sent to the new school district, the parents shall notify the superintendent or designee in writing. This notice shall include the name of the school district and the person at the new school district to whom the student's cumulative records should be sent. If the new school district requests the student's cumulative records, the school district will forward the cumulative records and notify the parents the records have been sent.

Withdrawal and Transfer Procedure

The procedure for withdrawal or transferring is as follows:

1. Secure authorization withdrawal or transfer note from the parent or guardian.
2. Obtain appropriate forms from the guidance office or principal's office.
3. Have the forms filled out by teacher, return all school books and property, and make sure all fees are paid.
4. Take completed forms to the guidance or principal's office for final clearance.

Cross Reference: 502 Student Attendance
 507 Student Records

Approved 5/17/10 Reviewed 3/6/17 Revised 4/17/17

**POLICY 502.7
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT RE-ENTRY TO SCHOOL

A student who has transferred to another school under the open enrollment procedures may be readmitted to his or her district of residence at any time after one school year.

The student may not return prior to one year except at the mutual agreement of both the resident and option school districts.

Legal Reference: Neb. Statute 79-237

Cross Reference: 502 Student Attendance

Approved 05/17/10 Reviewed 3/6/17 Revised

**POLICY 502.8
GERING PUBLIC SCHOOLS
GERING, NE**

EXCHANGE AND FOREIGN STUDENT ADMISSIONS

No foreign exchange student will be enrolled in the district until the foreign exchange student has provided the district with all records and information requested by the district. Foreign exchange students must also comply with any health requirements imposed by state or other governing laws and according to district policies.

Foreign exchange students must not have graduated from high school (or an equivalent educational institution) prior to enrollment in the district.

Foreign exchange students completing twelfth grade in the district will be provided with an honorary diploma. If a foreign exchange student wishes to receive a Gering High School Diploma, the student must make application to the school principal at the time of enrollment, and must successfully complete district graduation requirements

Legal Reference: Neb. Statute 79-215

Cross Reference: 502 Student Attendance
508 Student Health and Well-Being

Approved 05/17/10 Reviewed 3/6/17 Revised

**POLICY 502.10
GERING PUBLIC SCHOOLS
GERING, NE**

ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE LEVELS

New students entering from schools recognized and approved by the Nebraska Department of Education will initially be placed in grades and classes on the basis of their grade placement/credits in the school from which they are transferring. The district administration, through academic achievement tests and other evaluation measures as necessary, will determine the appropriate grade level/credit status of students transferring from schools that have not been approved by the state department of education.

Previous high school work will be validated for a high school student by successfully completing a higher level unit in this district's high school for every unit completed in a non-accredited high school; i.e., completion of a second unit mathematics would validate the mathematics credit transferred. If no successive course work is pursued to validate the credit, similar or equivalent work will be evaluated at the discretion of the principal.

Cross Reference: 601 Goals and Objectives

Approved 05/17/10 Reviewed 3/6/17 Revised

**POLICY 502.11
GERING PUBLIC SCHOOLS
GERING, NE**

ASSIGNMENT OF CONTINUING STUDENTS TO CLASS

Pupils will be enrolled in grades and classes in which they can be expected to master established district instructional/learning objectives. All pupils who are included under the compulsory school attendance law must be enrolled and required to attend all classes prescribed by the state and the district Board of Education unless exempt by the school authorities.

Pupils will be assigned to the grade level in elementary and middle schools, or be enrolled in classes recommended by the principal consistent with state guidelines, the recommendations of teachers, through academic achievement tests and other evaluation measures. Ability to meet district grade-subject and course instructional/learning objectives will be a major factor in grade level assignment.

High school students will be classified in certain grades according to the following criteria:

- Freshman (ninth grade student) A student in his/her first year of a four-year senior high school or a student with sufficient credits to expect graduation* in four years.
- Sophomore (tenth grade student) A student in the second year of enrollment in a four-year senior high school who has earned sufficient credits to expect graduation* in three years.
- Junior (eleventh grade student) A student with two or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation* in two years.
- Senior (twelfth grade student) A student with three or more years of enrollment in a senior high school who has earned sufficient credit to expect graduation* in one year.

* Students may reasonably expect to graduate if they earn the required credits by successfully completing a full schedule of classes. They may not expect graduation or a class promotion if they must gain extra credit from an overload schedule, summer school or correspondence work.

Legal Reference:	Neb. Statute 79-526
Cross Reference:	100 District Organization and Basic Commitments 503 Student Attendance
Approved 05/17/10	Reviewed 3/6/17 Revised

**POLICY 412.1
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF DEFINED

Classified staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Classified staff shall include, but not be limited to, teacher and classroom aides, technology staff, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time.

It shall be the responsibility of the superintendent or designee to establish job specifications and job descriptions for classified staff positions. Job descriptions may be approved by the board.

Classified staff required to hold a license for their position must present evidence of their current license to the superintendent prior to payment of wages each year.

Cross Reference: 406.01 Certificated Employee Defined
 412.02 Classified Staff Qualifications, Recruitment, Selection
 413.03 Classified Staff Group Insurance Benefits

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

POLICY 412.2
GERING PUBLIC SCHOOLS
GERING, NE

CLASSIFIED STAFF QUALIFICATIONS, RECRUITMENT, AND SELECTION

Managing the qualifications, recruitment and selection of candidates for these positions shall be the responsibility of the superintendent or designee who shall confer with principals and other supervisory personnel in making a selection.

Persons interested in a classified staff position shall have an opportunity to apply and qualify for classified staff positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, veteran status, pregnancy, or childbirth or related medical condition. Job applicants for classified staff positions shall be considered on the basis of the following:

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

All vacancies shall be made known to the present staff. Anyone qualified for a position may submit an application.

Announcement of the position shall be through means the superintendent believes will inform potential applicants about the position. Applications for employment may be accessed and completed online. A standard application form shall be developed for these positions to ensure the enforcement of non-discrimination employment procedures. A signed release shall be obtained from the prospective candidates authorizing reference and background checks.

Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who directly supervises and oversees the position. The interviewer shall work from a written list of interview questions, using the same set of questions for each applicant. Gaps in the applicant's employment record will be questioned and checked.

In the initial employment process, including on the initial application, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicant's criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment, qualifications, a criminal

history information check and questions regarding the applicant's criminal record or history are allowed.

A minimum of three reference checks made by telephone and using a standard list of questions shall be used in the screening process. These checks shall be documented and filed with the employee's records.

Prior to hiring any person, the district shall conduct background checks regarding the applicant's fitness for employment.

Legal Reference: Nebraska Statute 79-501
79-802

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

Approved 03/15/10 Reviewed 6/23/14, 9/14/15, 1/30/17 Revised 10/19/15, 2/20/17

**POLICY 412.4
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF LICENSING/CERTIFICATION

Classified staff who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Nebraska Department of Education for the position.

Upon recommendation by the superintendent, the board may approve payment for special license/certification on a case-by-case basis.

Cross Reference: 412.02 Classified Staff Qualifications, Recruitment, Selection

**POLICY 412.5
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF ASSIGNMENT

Determining the assignment of each classified staff is the responsibility of the superintendent or designee. In making such assignments each year, the superintendent shall consider the qualifications of each classified staff and the needs of the school district.

Cross Reference: 200.01 Board Powers and Responsibilities
412.06 Classified Staff Transfer

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

**POLICY 412.6
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF TRANSFERS

Determining the location where a classified staff member's assignment will be performed is the responsibility of the superintendent or designee.. In making such assignments each year, the superintendent shall consider the qualifications of each classified staff member and the needs of the school district.

A transfer may be initiated by the employee, supervisor, the administrator or the superintendent.

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

Cross Reference: 412.02 Classified Staff Qualifications, Recruitment, Selection
412.05 Classified Staff Assignment

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

**POLICY 412.7
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF EVALUATION

Evaluation of classified staff on their skills, abilities, and competence shall be an ongoing process supervised by the superintendent. The goal of the formal evaluation of classified staff shall be to maintain classified staff who meet or exceed the Board's standards of performance, to clarify each classified staff member's role, to ascertain the areas in need of improvement, and to develop a working relationship between the administrators and other employees.

It shall be the responsibility of the superintendent to ensure classified staff are formally evaluated at least annually.

Cross Reference: 412.02 Classified Staff Qualifications, Recruitment, Selection
 412.08 Classified Staff Probationary Status

**POLICY 413.1
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF COMPENSATION

The board shall determine the compensation to be paid for the classified staff positions, keeping in mind the education and experience of the classified staff member, the educational philosophy of the school district, the financial restrictions of the school district and any other considerations as deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board annually regarding the compensation of classified staff.

Cross Reference: 412.03 Classified Staff Contracts
 413.02 Classified Staff Wage and Overtime Compensation

**POLICY 413.2
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF WAGE AND OVERTIME COMPENSATION

Each non-exempt employee compensated on an hour-by-hour basis, whether full-or part-time, permanent or temporary, will be paid no less than the prevailing minimum wage. Whenever a non-exempt employee must work more than forty hours in a given work week, the employee shall be compensated at one and one-half times their regular hourly wage rate. This compensation shall be in the form of overtime pay or compensatory time. Overtime will not be permitted without prior authorization of the administrator or supervisor.

Each non-exempt employee paid on an hour-by-hour basis must complete, sign, and turn in a daily time record showing the actual number of hours worked. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Legal Reference: 29 U.S.C. §§ 206 et seq. (1994).
29 C.F.R. Pt. 778 (1968).

Cross Reference: 412.03 Classified Staff Contracts
413.01 Classified Staff Compensation

Approved 03/15/10 Reviewed 1/30/17

**POLICY 413.3
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF GROUP INSURANCE BENEFITS

Classified staff may be eligible for group insurance benefits as determined by the board and required by law. The board shall select the group insurance program and the insurance company which will provide the program.

Classified staff who work full time, a minimum of 40 hours per week and 12 months per year, shall be eligible to participate in the health group insurance plan. Regular, full time classified staff who wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

This policy statement does not guarantee a certain level of benefits. The board shall have the authority and right to change or eliminate group insurance programs for its classified staff.

Cross Reference: 412.01 Classified Staff Defined

Approved 03/15/10 Reviewed 1/30/17

**POLICY 413.4
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
905 Safety Program

Approved 03/15/10 Reviewed 1/30/17

**POLICY 413.5
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF TAX SHELTER PROGRAMS

The board authorizes the administration to make a payroll deduction for classified staff tax sheltered annuity premiums from district approved companies.

Classified staff wishing to have payroll deductions for tax sheltered annuities shall make a written request to the Business Manager.

Cross Reference: 707.01 Payroll Procedures

Approved 03/15/10 Reviewed 1/30/17

**POLICY 414.1
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF RESIGNATION

Classified staff who wish to resign during the school year shall give the district notice of their intent to resign and to cancel their employment fourteen (14) calendar days prior to their last working day.

Notice of the intent to resign and intended final date of employment shall be in writing to the superintendent or designee.

Cross Reference: 412.03 Classified Staff Contracts
414 Classified Staff Termination of Employment

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

POLICY 414.2
GERING PUBLIC SCHOOLS
GERING, NE

CLASSIFIED STAFF RETIREMENT

No classified staff members will be required to retire at any specific age.

Classified staff members and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: 29 U.S.C. §§ 621 et seq. (1994).

Cross Reference: 402.09 Recognition for Service of Employees

Approved 03/15/10 Reviewed 1/30/17

**POLICY 414.3
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF SUSPENSION

Classified staff shall perform their assigned jobs, respect and follow board policy and obey the law. It shall be within the discretion of the superintendent to suspend a classified staff member with or without pay.

In the event of a suspension, due process will be followed.

Cross Reference: 405 Employee Conduct and Appearance
 414 Classified Staff Termination of Employment

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

**POLICY 414.4
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF DISMISSAL

The board believes classified employees should perform their jobs, respect board policy and obey the law. A classified staff member may be dismissed upon notice or immediately for cause. Due process procedures shall be followed.

A classified staff member may be dismissed for any reason, including, but not limited to the following: incompetence, willful neglect of duty, willful violation of board policy or administrative regulations, or a violation of the law.

Cross Reference: 405 Employee Conduct and Appearance
 414.03 Classified Staff Suspension
 414.05 Classified Staff Reduction-In-Force

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

**POLICY 415.1
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF HOLIDAYS AND LEAVES

The board shall determine the number of holidays and amount of leave that will be allowed for Classified Staff.

Cross Reference: 410.01 Certificated Employee Holidays and Personal Leave
602.01 School Calendar
Classified Handbook

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

**POLICY 415.2
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF PERSONAL ILLNESS LEAVE

Evidence may be required regarding the mental or physical health of the employee including, but not limited to, confirmation of the following: the employee's illness, the need for the illness leave, the employee's ability to return to work, and the employee's capability to perform the duties of the employee's position. It shall be within the discretion of the superintendent to determine the type and amount of evidence necessary. When an illness leave will be greater than three consecutive days, the employee shall comply with board policy regarding family and medical leave.

Support staff shall be granted sick leave per the classified handbook.

If an employee is eligible to receive workers' compensation benefits, the employee shall contact the superintendent or designee to implement these benefits.

Legal Reference: 26 U.S.C. §§ 2601 et seq. (Supp. 1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 404.02 Employee Injury on the Job
415.03 Support Staff Family and Medical Leave
415.08 Support Staff Unpaid Leave

Approved 03/15/10

Reviewed 1/30/17

Revised 2/20/17

**POLICY 415.3
GERING PUBLIC SCHOOLS
GERING, NE**

CLASSIFIED STAFF FAMILY AND MEDICAL LEAVE

Unpaid family and medical leave will be granted to assist employees in balancing family and work life per the classified employee handbook. Requests for family and medical leave shall be made to the superintendent or designee.

Employees may be allowed to substitute paid leave for unpaid family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy.

Legal Reference: 26 U.S.C. §§ 2601 et seq. (Supp. 1994)
29 C.F.R. Pt. 825 (1996).

Cross Reference: 410.03 Certificated Employee Family and Medical Leave
415.02 Classified Staff Personal Illness Leave
415.08 Classified Staff Unpaid Leave

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

POLICY 415.6
GERING PUBLIC SCHOOLS
GERING, NE

CLASSIFIED STAFF JURY DUTY LEAVE

Any employee who is summoned to serve on jury or election board duty, or who is subpoenaed to provide testimony, shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty, as a result of his or her absence from work due to such service provided the employee submits a copy of the summons, in advance, to the employee's supervisor.

Classified staff will receive their regular salary. Any payment for jury duty shall be paid to the school district. The employee will report to work within one hour on any day when the employee is excused from jury duty during regular working hours.

Legal Reference: Neb. Statute 25-1640

Cross Reference: 415 Classified Staff Vacations and Leaves of Absence

Approved 03/15/10 Reviewed 1/30/17 Revised 2/20/17

POLICY 415.7
GERING PUBLIC SCHOOLS
GERING, NE

CLASSIFIED STAFF MILITARY SERVICE LEAVE

Classified staff members who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve and State Guard are entitled to a leave of absence, without loss of pay, on all days during which they are employed under the orders or authorization of competent authority in the active service of the State or United States. Such leave of absence will be without loss of pay for a period not to exceed fifteen (15) work days in any one calendar year. Such leave of absence will be in addition to any leave provided by the District through policy or negotiated agreement. Any such leave which extends beyond fifteen (15) work days in any one calendar year shall be without pay from the remaining contract payments.

If the Governor of the State of Nebraska declares a state of emergency any of the above support staff who are ordered to active service shall receive an additional leave of absence that will be granted until such member is released from the active service by competent authority. During this additional leave of absence, the employee shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in the active service of the state. The loss he or she may suffer while in the active service of the state is defined as the differential between military salary and district salary.

Employees who are required to leave a position other than temporary for training with the armed forces of the United States or to undertake military duty in the active service of the state are entitled to a leave of absence for such period, not to exceed five years, plus any additional period as provided by law, without loss of status and without loss of pay during the first fifteen work days, which pay for the first fifteen work days is not in addition to that described above.

Upon an honorable discharge from active service, such employee shall be entitled to a return to a comparable position as provided by law as long as she has:

1. has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise unreasonable);
2. has not been absent from his or her job for more than five years; and
3. returns to work as outlined below.

The following periods and conditions of return to work apply to the employee who was absent:

1. If absent less than 31 days, the employee must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;

THE MONTH ENDING FEBRUARY 28, 2017
TRIAL BALANCE SUMMARY- YEAR-TO-DATE

target \$650K

target \$750

	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
9/1/2016 CD Deposit	\$3,064,494.40	\$604,053.61	\$557,108.21	\$594.60	\$20,063.83	\$21,722.37	\$214,877.69	\$124,250.98	\$830,763.93
+ YTD RECPTS	\$10,647,270.47	\$154.75	\$869.80	\$0.00	\$0.47	\$0.44	\$260,206.17	\$478,853.04	\$319,149.19
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$13,711,764.87	\$604,208.36	\$557,978.01	\$594.60	\$20,064.30	\$21,722.81	\$475,083.86	\$603,104.02	\$1,149,913.12
- YTD EXPENSE	\$10,491,748.23	\$23,400.00	\$18,914.98	\$0.00	\$0.00	\$3,528.00	\$332,184.09	\$440,574.25	\$393,569.61
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= RECEIPT-EXP BALANCES	\$3,220,016.64	\$580,808.36	\$539,063.03	\$594.60	\$20,064.30	\$18,194.81	\$142,899.77	\$162,529.77	\$756,343.51

IMPREST	\$18,900.09								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,274,501.29								\$192,662.46
+ REGULAR CHECKING	(\$159,216.51)			\$594.60		\$18,194.81	\$56,498.69	\$4,547.99	\$415,462.66
+ MMA ACCOUNT	\$1,465,258.44	\$580,808.36	\$95,551.07		\$20,064.30		\$51,281.52	\$157,981.78	\$148,218.39
+ IMPREST SUSPENSE	\$1,550.87								
+ DUE TO BUILDING DUE FROM BOND									
CD'S + or -			\$443,511.96				\$35,119.56		
A/R or (A/P)	(\$380,977.54)								
= FUND BALANCES	\$3,220,016.64	\$580,808.36	\$539,063.03	\$594.60	\$20,064.30	\$18,194.81	\$142,899.77	\$162,529.77	\$756,343.51

THE MONTH ENDING FEBRUARY 31, 2016
TRIAL BALANCE SUMMARY- YEAR-TO-DATE

target \$650K

target \$750

	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
9/1/2015 CD Deposit	\$2,406,066.58	\$541,831.01	\$554,616.67	\$506.80	\$20,067.88	\$11,721.86	\$183,110.52	\$124,088.69	\$531,824.87
+ YTD RECPTS	\$10,823,317.85	\$552.53	\$1,255.19	\$660.00	\$0.47	\$0.23	\$279,314.54	\$511,830.27	\$309,686.59
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$13,229,384.43	\$542,383.54	\$555,871.86	\$1,166.80	\$20,068.35	\$11,722.09	\$462,425.06	\$635,918.96	\$841,511.46
- YTD EXPENSE	\$9,929,051.15	\$112,265.66	\$0.00	\$0.00	\$0.00	\$0.00	\$252,644.50	\$530,887.83	\$242,431.38
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= RECEIPT-EXP BALANCES	\$3,300,333.28	\$430,117.88	\$555,871.86	\$1,166.80	\$20,068.35	\$11,722.09	\$209,780.56	\$105,031.13	\$599,080.08

IMPREST	\$21,850.19								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,126,680.09								\$184,574.46
+ REGULAR CHECKING	(\$6,000.19)			\$1,168.80		\$11,722.09		\$4,877.23	\$340,127.80
+ MMA ACCOUNT	\$1,769,818.30	\$430,117.88	\$14,439.31		\$20,068.35		\$25,902.33	\$100,153.90	\$74,377.82
+ IMPREST SUSPENSE	\$5,295.40						\$143,964.95		
+ DUE TO BUILDING DUE FROM BOND	(\$200,000.00)								
CD'S + or -			\$541,432.55						
A/R or (A/P)	(\$417,310.51)						\$39,913.28		
= FUND BALANCES	\$3,300,333.28	\$430,117.88	\$555,871.86	\$1,168.80	\$20,068.35	\$11,722.09	\$209,780.56	\$105,031.13	\$599,080.08

Gering Public Schools Building Fund 2/28/2017		
Cash Balance	2/28/2017	<u>\$580,808.36</u>
Projected Revenue	03/01/17-08/31/17	
Taxes		\$ -
Loan to General Account		
Interest		<u>\$ 1,700.00</u>
Total		<u>\$ 1,700.00</u>
Projected Expenses		\$ -
Admin Building		\$ 23,400.00
Architech Fees		<u>\$ -</u>
Total		<u>\$ 23,400.00</u>
Cash Balance		<u>\$ 559,108.36</u>

Gering Public Schools Depreciation Fund 2/28/2017		
Cash Balance	2/28/2017	\$ 539,063.03
Projected Revenue	03/01/17-08/31/17	
Interest		<u>\$ 1,500.00</u>
Total		<u>\$ -</u>
		<u>\$ 540,563.03</u>
Projected Expenses		\$ -
		\$ -
		<u>\$ -</u>
Total		<u>\$ -</u>
Cash Balance		<u>\$ 539,063.03</u>

SCHEDULE OF INVESTMENTS HELD

AS OF FEBRUARY, 2017

Depository	Number	Fund	Amount	Rate	Date of Issue	Date of Maturity
Valley Bank	1097688	Depreciation	\$321,977.83	.45%	11-26-08	11-26-17
Valley Bank	1097480	Depreciation	\$121,291.05	.45%	03-18-08	03-18-18
Valley Bank	1097261	Activity-Whitney Parr	\$29,496.20	.70%	08-16-07	08-16-17
US Bank	35050016148 3	Activity-Twyla Fulk	\$5,571.32	.45%		08-06-17

3.05te: March 20, 2017
 To: Board of Education
 Re: February Financial Statements.

The Business Committee has reviewed the financial records for the month of February, 2017. Items found in the various bill lists needing further description are notated, if necessary, in the right-hand margin of the Schedule of Checks Written. The remainder of items are typical service or supply expenditures and are adequately defined in the descriptive columns.

General Fund revenue was \$1,842,134.41. General Fund expenditures were \$217,960.39 and the payroll for February totaled \$1,343,912.52. Total General Fund expenditures for February were \$1,561,872.91

Building Fund revenue was \$22.28 and expenditures were \$3,900.00 the Depreciation Fund revenue was \$1.47 and expenditures were \$0.00, the Qualified Capital Fund revenue was \$.07 and expenditures were \$0.00; the Fee Fund revenue was \$0.00 and expenditures were \$0.00 and the Employee Benefit Fund revenue was \$.06 and expenditures were \$0.00.

The Activity Fund revenue was \$12,315.06. Activity Fund expenditures totaled \$41,537.95.

The Cafeteria Fund revenue was \$85,395.67 Cafeteria Fund expenditures were \$72,027.51 plus \$1,915.07 for payroll for a total of \$73,942.58: the Bond Fund revenue was \$31,438.81 and expenditures were \$0.00.

		EXPENSES	REVENUE
GENERAL FUND		\$217,960.39	\$1,842,134.41
	Payroll	\$1,343,912.52	
BUILDING		\$3,900.00	\$22.28
DEPRECIATION		\$0.00	\$1.47
QUALIFIED CAPITAL		\$0.00	\$0.07
EMPLOYEE BENEFIT		\$0.00	\$0.06
ACTIVITY		\$41,537.95	\$12,315.06
CAFETERIA		\$72,027.51	\$85,395.67
	Payroll	\$1,915.07	
FEE FUND		\$0.00	\$0.00
Bond Fund		\$0.00	\$31,438.81

BOND RESOLUTION

OF

**SCOTTS BLUFF COUNTY SCHOOL DISTRICT 0016
(GERING PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

PASSED

March 20, 2017

**NOT TO EXCEED
\$24,000,000
GENERAL OBLIGATION BONDS**

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000; PRESCRIBING THE FORM OF THE BONDS; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF THE TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND RELATED MATTERS.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF SCOTTS BLUFF COUNTY SCHOOL DISTRICT 0016 (GERING PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the “**Board**”) of Scotts Bluff County School District 0016 (Gering Public Schools) in the State of Nebraska (the “**District**”) hereby finds and determines as follows:

(a) The District is duly organized as a Class III school district under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended, maintaining both elementary and high school grades under the direction of a single board of education.

(b) Pursuant to Chapter 10, Article 7, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the Board has the authority, upon a majority vote of electors voting at a special election, to (1) issue negotiable bonds of the District for the purpose of paying the costs of constructing additions and improvements to the District’s existing high school building and grounds and related improvements, which additions and improvements may include but are not limited to the following: safety and security updates and improvements, classroom, activities, and common space additions and improvements, HVAC and electrical upgrades and improvements, and commons, lunchroom, and theater area improvements (the “**Project**”), and issuing such bonds and (2) levy an annual tax on the taxable value of all the taxable property in the District sufficient in rate and amount to pay the principal of and interest on such bonds.

(c) Pursuant to a resolution adopted by the Board, at a special election held on March 14, 2017 (the “**Election**”) there was submitted to the electors of the District a proposition (the “**Proposition**”) for the issuance of bonds in an amount not to exceed \$24,000,000 to provide funds to pay the costs of the Project and related costs and to levy an annual tax sufficient to pay the principal of and interest on such bonds as the same become due.

(d) Notice of the Election was published as provided by law, the Election was conducted as provided by law and the results of the Election were as follows:

Total Ballots Cast	1,909
Ballots cast in favor of bonds and tax	1,367
Ballots cast against bonds and tax	542

(e) The Board has duly canvassed the returns of the Election and hereby further finds and determines that a majority of all the qualified electors voting on the Proposition voted in favor of the issuance of such bonds and the levy and collection of taxes to pay the same.

(f) The District has not issued any of the bonds authorized at the Election.

(g) It is necessary, desirable, advisable and in the best interest of the District to authorize the issuance, sale and delivery of a portion of the bonds authorized at the Election pursuant to the Act in an

aggregate stated principal amount not to exceed \$24,000,000 for the purposes of paying a portion of the costs of the Project and the costs of issuing such bonds.

(h) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done in due form and time as required by law.

Section 2. (a) For the purpose of paying (1) a portion of the costs of the Project and (2) the costs of issuing bonds as described herein, the issuance, sale and delivery of general obligation bonds of the District is hereby authorized and directed in an aggregate stated principal amount not to exceed \$24,000,000, which shall be designated “Scotts Bluff County School District 0016 (Gering Public Schools) in the State of Nebraska, General Obligation Bonds, Series 2017” (the “**Bonds**”). The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount maturing in any one year, and shall be numbered from R-1 upward in the order of their issuance.

(b) The Superintendent and President of the Board (each, an “**Authorized Officer**”) is hereby authorized and directed, in the exercise of his independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the date of original issue of the Bonds, (2) the aggregate stated principal amount of Bonds to be issued (which shall in no event exceed \$24,000,000 in the aggregate), (3) the principal payment dates for the Bonds and the principal amount of Bonds to mature on each of such dates, (4) the date of final maturity of the Bonds, which shall in no event be later than December 15, 2048, (5) the date or dates upon which the Bonds shall be sold, (6) the rate or rates of interest to be carried by each maturity of the Bonds (which shall in no event result in a true interest cost exceeding 5.50% per annum for the Bonds) and any original issue premium or discount, (7) the method by which such rate or rates of interest shall be calculated and the interest payment dates and record date for the Bonds, (8) whether or not the Bonds shall be subject to redemption prior to their stated maturity and, if subject to such prior redemption, (A) the provisions and procedures governing such prior redemption, (B) the nature of any notice to be given in the event of any such prior redemption, (C) the redemption price or prices payable upon such redemption (not to exceed 104%) and (D) the respective periods in which each redemption price shall be payable, (9) the amount and due date of each sinking fund installment for Bonds that are term Bonds, (10) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution, (11) the underwriting discount, not to exceed 1.00%, and the price at which the Bonds shall be sold to RBC Capital Markets, as the original purchaser, (the “**Purchaser**”) and, (12) the form, contents, terms and provisions of the Bond Purchase Agreement and Registrar Agreement (each as hereinafter defined) and (13) the form and contents of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds.

(c) Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Registrar (hereinafter defined) by mailing a check or draft in the amount due for such interest on each interest payment date to the registered owner of each Bond, as of the record date for such interest payment date, to such owner’s registered address as shown on the books of registration required to be maintained pursuant to **Section 5**. Payment of the principal or redemption price of and interest on any Bond at maturity or earlier redemption shall be made upon presentation and surrender of such Bond as the same shall become due and payable at maturity, upon redemption or otherwise, in lawful money of the United States of America at the office of the Registrar. Notwithstanding the foregoing, Bonds issued in book-entry form shall be paid in accordance with **Section 2(d)**.

(d) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and Secretary. The Bonds shall initially be issued in book-entry form only using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection such officers are authorized to execute and deliver a

letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds in book entry-form, the following provisions shall apply:

(1) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(2) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the District and the Registrar to do so, the District and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(3) Subject to any operational requirements of the Depository, if the District determines that it is desirable that certificates representing the Bonds be delivered to the Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the District and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(4) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(5) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee;

(B) any persons, upon (i) the resignation of the Depository from its functions as depository or (ii) termination of the use of the Depository pursuant to this **Section 2**.

(6) In the event of any partial redemption of a Bond, unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this **Section 2**, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by the manual or facsimile signatures of the President and Secretary, for issuance upon transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of bonds shall be insufficient to meet the requirements of the District and Registrar for issuance of replacement bonds upon transfer or partial redemption, the District agrees to order printed an additional supply of bonds and to direct their execution by the manual or facsimile signature of its then duly qualified and acting President and Secretary. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bonds delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the Certificate of Authentication thereon shall have been duly executed by the Registrar. Certificates of Authentication on different Bonds need not be signed by the same representative. The executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(e) Any Bond issued upon transfer or exchange thereof shall be dated as of the date of original issue of such Bond or the interest payment date six months preceding the interest payment date next following the date of registration thereof in the office of the Registrar, as shall be appropriate, unless such date of registration shall be an interest payment date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on such Bond shall be in default, the Bond issued in lieu thereof may be dated as of the date to which interest has been paid in full on such surrendered Bond; and provided further, that if the date of registration shall be prior to the first interest payment date, such Bond shall be dated as of the date of original issue thereof. The Bonds shall bear interest from the date of original issue thereof.

(f) When any Bond shall have been duly called for redemption and payment thereof duly made or provided for, interest thereon shall cease from and after the date specified for the redemption thereof.

(g) Both the principal of and interest on the Bonds shall be payable at the office of the Registrar in any coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts.

(h) If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

(i) An Authorized Officer, in her or his discretion, may authorize the printing of CUSIP identification numbers on the Bonds. In the event such numbers are imprinted on the Bonds, no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is imprinted, and no liability shall be attached to the District, or to any officer or agent thereof, including the Registrar, by reason of such numbers or any use made thereof, including any use thereof made by the District, any such officer, the Registrar, or by reason of any inaccuracy, error or omission with respect thereto or in such use.

(j) The Bonds, registration provisions, form of authentication and form of assignment pertaining thereto shall be substantially in the forms set forth below with such changes as may be determined upon by an Authorized Officer and such other necessary or appropriate variations, omissions and insertions as are incidental to numbering, denominations, interest rate or rates, registration provisions, redemption provisions and other details thereof or as are otherwise permitted or required by law or this Resolution.

(k) In the event that payments of interest due on the Bonds on an interest payment date are not timely made, such interest shall cease to be payable to the registered owners as of the record date for such interest payment date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever money for the purpose of paying such defaulted interest becomes available.

(l) The Bonds shall be in substantially the following form:

[FORM OF BONDS]

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2017
OF SCOTTS BLUFF COUNTY SCHOOL DISTRICT 0016

No. R-

\$

<u>Interest Rate</u> %	<u>Maturity Date</u> _____, 20__	<u>Date of Original Issue</u> _____, 2017	<u>CUSIP</u>
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Registered Owner: Cede & Co.
13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That Scotts Bluff County School District 0016, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue shown above or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable on _____, 2017 and semiannually thereafter on _____ and _____ of each year (each, an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this bond, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the principal corporate trust office of BOKF, National Association, the Paying Agent and Registrar in Lincoln, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed on such Interest Payment Date by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available. For the prompt payment of this bond, both principal and interest, as the same become due, the full faith, credit and resources of said District are hereby irrevocably pledged.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$_____), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by said District for the purpose of paying the costs of constructing additions and improvements to the District's existing high school building and grounds and related improvements, which additions and improvements may include but are not limited to the following: safety and security updates and improvements, classroom, activities, and common space additions and improvements, HVAC and electrical upgrades and improvements, and commons, lunchroom, and theater area improvements, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to an election duly held in the District and a resolution duly passed (the "Resolution") and proceedings duly and legally had by the President and Board of the District.

Any or all of the bonds are subject to redemption at the option of the District prior to the stated maturities thereof, in whole or in part, at any time on or after _____, 20__, at par plus the interest accrued on the principal amount being redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the Resolution authorizing said issue of bonds. Individual bonds shall be redeemed in part but only in the amount of \$5,000 or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the principal corporate trust office of the Paying Agent and Registrar in Lincoln, Nebraska, upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Resolution authorizing said issue of bonds, subject to the limitations therein prescribed. The District, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Board of Education where the principal corporate trust office of the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen, and were done and performed in regular and due form and time as required by law, and that the indebtedness of the District, including this bond, does not exceed any limitation imposed by law. The District agrees that it shall cause to be made annually, in addition to all other taxes, a special levy of taxes for the purpose of paying and sufficient to pay in full the principal of and interest on this bond and the bonds of this issue as and when such principal and interest respectively become due.

This bond shall not be valid and binding on the District until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Board of Education of the District has caused this bond to be executed on behalf of the District with the facsimile signatures of the President and the Secretary of said Board, all as of the date of original issue shown above.

SCOTTS BLUFF COUNTY SCHOOL
DISTRICT 0016, IN THE STATE OF
NEBRASKA

ATTEST: _____
(facsimile signature)
Secretary

(facsimile signature)
President

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by resolution of the Board of Education of Scotts Bluff County School District 0016, in the State of Nebraska, as described in the foregoing bond.

BOKF, NATIONAL ASSOCIATION
Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received _____ hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 3. The Board hereby represents, covenants, and warrants that it shall, for so long as any Bond remains outstanding, annually provide for the levy and collection of a tax in addition to all other taxes upon all of the taxable property in the District sufficient in rate and amount to pay the principal or redemption price of and interest on the Bonds as the same becomes due and payable.

Section 4. BOKF, National Association, Lincoln, Nebraska, is hereby designated as the (a) paying agent for the payment of principal of and interest on the Bonds and (b) bond registrar with respect to the registration, transfer and exchange of Bonds (the “**Registrar**”). The District is authorized to enter into the Bond Registrar and Paying Agent Agreement (the “**Registrar Agreement**”) dated the date of its execution and delivery between the District and the Paying Agent in substantially the form determined by an Authorized Officer in accordance with the provisions of **Section 2(b)** (a copy of which shall be filed in the records of the District). An Authorized Officer is authorized to execute the Registrar Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the District.

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the United States of America or of the State of Nebraska, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith.

Section 5. As long as any of the Bonds remain outstanding, the District shall maintain and keep at the office of the Registrar an office or agency for the payment of the principal or redemption price of and interest on the Bonds, and for the registration and transfer of the Bonds, and shall also keep at such office of the Registrar books for such registration and transfer.

Upon surrender for transfer of any fully registered Bond at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee(s), one or more fully registered Bonds of any authorized denominations and of a like aggregate principal amount, interest rate and maturity.

Except as the right of exchange may be limited by an Authorized Officer, Bonds may, upon surrender thereof at the office of the Registrar, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate of any authorized denominations.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the District shall execute and the Registrar shall deliver Bonds in accordance with the provisions of this Resolution. For every such exchange or transfer of Bonds, whether temporary or definitive, the District or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge

required to be paid with respect to such exchange or transfer, which sum(s) shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The District shall not be obligated to make any such exchange or transfer of Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of Bonds. The District and the Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of or on account of the principal or redemption price of and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum(s) so paid.

Section 6. (a) An Authorized Officer is hereby authorized to enter into the Bond Purchase Agreement between the District and the Purchaser under which the District agrees to sell the Bonds to the Purchaser, upon the terms and conditions set forth therein and with such changes therein as shall be approved by an Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the District, such officer's signature thereon being conclusive evidence of his or her approval thereof (the "**Bond Purchase Agreement**"). An Authorized Officer shall be responsible for delivery of the Bonds and for all other ministerial acts relating to the Bonds. Each Authorized Officer and all other officers of the Board are hereby authorized to take all actions subsequent to the sale of the Bonds in accordance with the provisions of this Resolution as may be required for the delivery of the Bonds to the Purchaser thereof. Such officials are hereby authorized to execute such orders, certificates, receipts and other documents as may be necessary or desirable for delivery and to receive the purchase price for the Bonds.

(b) The proceeds received from the sale of the Bonds, including the accrued interest thereon, if any, on the Bonds from the date of original issuance thereof to the date of delivery and payment therefor, shall be received by an Authorized Officer, who shall deposit the proceeds thereof into the "Construction Fund," which is hereby established and created. Amounts on deposit in the "Construction Fund" shall be expended from time to time in order to pay costs and expenses incurred by the District in connection with the Project, which may include costs of issuance of the Bonds.

Section 7. The District's obligations under this Resolution shall be fully discharged and satisfied as to any Bond authorized and issued hereunder, and such Bond shall no longer be deemed outstanding hereunder when payment of the principal or redemption price thereof and accrued interest thereon to the date of maturity or redemption (a) shall have been made, or caused to have been made, in accordance with the terms thereof; or (b) shall have been provided for by depositing with the Registrar, or in escrow with a national or state bank having trust powers in trust solely for such payment of such Bond (1) sufficient money to make such payments; or (2) direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (herein referred to as "**Government Obligations**"), in such amounts and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payments, and such Bond shall thereupon cease to draw interest from the date fixed for its redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that with respect to any Bond called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If money or Government Obligations shall have been deposited in accordance with the terms hereof with the Registrar or escrow agent in trust for that purpose sufficient to pay the principal or redemption price of or interest on any Bond to the date of maturity or redemption, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and such Bond

shall no longer be considered outstanding.

Section 8. The preparation, use, distribution and delivery of a Preliminary Official Statement and an Official Statement or other offering materials of the District in such forms and of such contents as an Authorized Officer shall, in the exercise of her or his independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds is hereby in all respects, authorized, directed, adopted, specified, accepted, ratified, approved and confirmed. An Authorized Officer shall deem any such offering materials as final for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

Section 9. The District hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the District and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 10. All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District, including without limitation the expenditure of funds and the selection, appointment and employment of bond counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, are in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 11. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with bond counsel, the Purchaser of the Bonds and its or their counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, any Preliminary Official Statement and any Official Statement and other offering materials of the District used in connection with issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs each Authorized Officer the right, power and authority to exercise her or his independent judgment and absolute discretion in (1) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District’s and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the District and the authorization, approval and ratification by the District of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 12. The District hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, (the “Code”) and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The District hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds herein authorized, including execution of a Federal Tax Certificate to be dated the date of issuance of the Bonds (a “Tax Certificate”). An Authorized Officer is hereby authorized to make any certifications and designation (including deemed designation) with respect to status of the Bonds under Section 265 of the Code as he or she deems appropriate.

Section 13. Rebate Account. To ensure proper compliance with the tax covenants contained in **Section 12**, the District shall establish and an Authorized Officer shall maintain one or more accounts separate from any other fund or account established and maintained hereunder appropriately designated as the 2017 Rebate Account. All money at any time deposited in any Rebate Account in accordance with the provisions of a Tax Certificate shall be held for the account of the District in trust for payment to the federal government of the United States of America, and neither the District nor any registered owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in any Rebate Account shall be governed hereby and by the related Tax Certificate. The District shall invest all amounts held in any Rebate Account in accordance with the related Tax Certificate. Money shall not be transferred from a Rebate Account except in accordance with the related Tax Certificate.

Section 14. The Secretary is directed to make and certify transcripts of the proceedings of the District precedent to the issuance of such Bonds, a copy of which shall be delivered to the Purchaser.

Section 15. (a) If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the registered owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law.

(b) If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 16. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND ADOPTED: March 20, 2017

**SCOTTS BLUFF COUNTY SCHOOL
DISTRICT 0016 (GERING PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
Brian Copey, President

By: _____
Allison Luehring, Secretary

Motion Regarding Selection of Construction Management at Risk Construction Delivery Method under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901, and to Approve Related Policies

*Gering Public School District
Meeting of Board of Education, March 20, 2017*

Motion made by _____, seconded by _____ that the Board of Education of this School District should, and does hereby:

1. Select the construction delivery method of “Construction Management at Risk” under the provisions of the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901, et. seq. (the "Act") for the Gering Public Schools – proposed additions and improvements to the existing high school building and grounds (hereinafter referred to as "the Project" or “the Projects”), and hereby directs the Superintendent of Schools and selected school district legal counsel to initiate and carry out all actions necessary to comply with the requirements of the Act, including but not limited to the issuance of a Request for Proposals for the position of Construction Management at Risk for the Project.
2. Waive second reading and approve the Board of Education policy attached hereto promulgated pursuant to the Act, namely the policy entitled, “Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. § 13-2901 et seq. - Construction Delivery Method”.
3. Adopt and approve the weight to be given by the Selection Committee to the statutory selection criterion enumerated in subdivisions 1 through 8 below:

No.	Selection Criteria	Percent Value
1	The financial resources of the construction manager to complete the project – two and one-half percent (2.5%) maximum.	2.5%
2	The ability of the proposed personnel of the construction manager to perform - twenty percent (20%) maximum.	20%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager - twenty percent (20%) maximum.	20%
4	The quality of performance on previous projects - twenty percent (20%) maximum.	20%
5	The ability of the construction manager to perform within the time specified - ten percent (10%) maximum.	10%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors – Optional - ten percent (10%) maximum	10%
7	The construction manager’s proposed efforts schedule for the Project – Optional - fifteen percent (15%) maximum.	15%

No.	Selection Criteria	Percent Value
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract – two and one-half percent (2.5%) maximum	2.5%
	TOTAL (No more than 100%).	100%

The foregoing Motion having been read in its entirety, and after discussion and on roll call vote, the following members voted in favor of the motion's passage and adoption: _____.

The following members voted against the same: _____.

The following members were absent or not voting: _____.

The above Motion having been consented to by two-thirds (2/3rds) or more of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 20th day of March, 2017.

SCOTTS BLUFF COUNTY SCHOOL DISTRICT 79-0016,
A/K/A GERING PUBLIC SCHOOL DISTRICT

BY: _____
President, Board of Education

POLICY 902.5
GERING PUBLIC SCHOOLS
GERING, NE

CONSTRUCTION MANAGEMENT AT RISK UNDER THE NEBRASKA
POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT,
Neb. Rev. Stat §§ 13-2901, et. seq. - Construction Delivery Method
New Construction and Improvements to the existing Buildings

Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act,
Neb. Rev. Stat §§ 13-2901, et. seq. - Construction Delivery Method

1. **Introduction:** The Board of Education has determined that it is in the best interests of the School District/Owner to take all necessary action in order to authorize the School District/Owner to enter into a construction management at risk (CMR) contract for purposes of allowing the School District/Owner to avail itself of the construction management at risk construction delivery method and process pursuant to Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq. (hereinafter "PSCA Act"). Pursuant to the PSCA Act, the Board of Education hereby adopts the following policies for entering into a construction management at risk contract and the general terms of such contract.

2. **Terms Defined:**

A. "Construction management at risk contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) provides services as a construction consultant to the School District/Owner during the design phase of the project when the School District/Owner's architect or engineer designs the project; (b) assumes the legal responsibility to deliver a construction project for a contracted price, also known as a "guaranteed maximum price" or "GMP"; and (c) is the builder during the construction phase of the project, subject to the School District/Owner's bidding requirements established by this policy and other School District/Owner policies, and the construction management at risk contract;

B. "Construction Manager" or "CMR" means the legal entity which proposes to enter into a construction management at risk contract under this policy;

C. "Proposal" means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project under this policy;

D. "Request for Proposals" means the documentation by which the School District/Owner solicits proposals.

3. **Board Selection of CMR Method and Process and Direction to Prepare RFP:** The Board of Education of the School District/Owner shall adopt a resolution to select the construction management at risk under the PSCA Act as the method and process of construction delivery of the specific project and authorize and direct the Administration of the School District/Owner in conjunction with the architecture or engineering firm retained for the specific project to prepare a request for proposals in accordance with the PSCA Act and this policy.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any construction project under the PSCA Act exceeding a total anticipated cost equal to or in excess of the amount established in Neb. Rev. Stat. § 81-3445, as amended from time to time, the School District/Owner shall retain the services of an architect and/or engineer for such project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. If the Board of Education selects the construction management at risk method of construction delivery under the PSCA Act, such services shall include consultation and participation in the evaluation of proposals received for such position, and participation on the selection committee for the position of construction manager at risk provided for in the PSCA Act.

5. ***Procedures for the Preparation and Content of Requests for Proposals:*** The Administration, in consultation with School District/Owner legal counsel and the project architect and engineer, shall prepare the request for proposals for the position of construction manager at risk under the PSCA Act. The School District/Owner shall prepare a request for proposals for each construction management at risk contract in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the School District/Owner and filed with the State Department of Education. The request for proposals shall include the following documents:

A. Notice to Construction Management firms of the School District/Owner's request for proposals which shall establish (1) the day of any pre-proposal conference; (2) the day upon which such proposals shall be returned, received, or opened, as provided by other statutes; and, (3) the hour at which such proposals shall close, or be received or opened, and they shall also provide that such proposals shall be immediately and simultaneously opened in the presence of the proposers, or representatives of the proposers, when the hour is reached for the proposals to close;

B. Invitation to submit proposals and instructions to prospective construction management at risk firms, which shall include:

(1) An invitation to submit proposals with a brief description of the project, instructions to proposers, and standard notices and reservations of rights as follows:

" NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District/Owner and the Architects retained by the School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract."

And,

"The School District/Owner reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.

The School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of

managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/Owner to be necessary for the successful performance of the contract."

(2) A description of the scope and nature of the project, the project site, the project schedule and estimated budget;

(3) Requirements for the proposal, including:

(a) A description of the CMR's project team and organization of such team;

(b) Fee proposal, if required by the School District/Owner as part of the RFP;

(c) A description of the limitations, if any, on expenses to be reimbursed;

(d) Insurance and surety bond requirements;

(e) Preliminary project schedule;

(4) Description of the general scope of services to be provided by the CMR, which may include:

(a) Project financing phase informational services;

(b) Scope of project definition;

(c) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(d) Cost estimation and preliminary guaranteed maximum price submittals to the School District/Owner;

(e) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District/Owner with regard to proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(f) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

(5) Information of pre-proposal conference, if any required, and attendance requirements at such conference.

- (6) Proposal procedure, including:
 - (a) Questions and clarification or interpretations of the proposal documents;
 - (b) Method of handling addenda to proposal documents;
 - (c) Procedure for modification or withdrawal of proposals;
 - (d) Proposal due date and opening including date, time, location and methods of submittal of proposals;
 - (e) Selection team;
 - (f) Selection procedure and evaluation criteria and the relative weight of each criterion;
 - (g) Interview process;
 - (h) Contract negotiation process;
 - (i) Contract execution process.

C. Agreement between Scotts Bluff County School District 79-0016, a/k/a Gering Public School District and the construction manager at risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et. seq., prepared by School District/Owner legal counsel.

D. General Conditions of the Contract for Construction where the Construction Manager is at Risk;

E. Payment and performance bond and guaranteed maximum price bond requirements for the construction manager at risk;

F. Insurance requirements which shall provide that the construction manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the construction manager from claims set forth below which may arise out of or result from the construction manager's operations under the contract and for which the construction manager may be legally liable, whether such operations be by the construction manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(6) Claims for damages because of bodily injury, death of a person or property damage arising out of School District ownership, maintenance or use of a motor vehicle; and

(7) Claims involving contractual liability insurance applicable to the construction manager's obligations.

G. The CMR organizational chart; and,

H. Policies adopted by the School District/Owner governing the CMR construction process.

6. ***Procedure and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify construction managers will evaluate prospective construction managers based upon the information submitted to the School District/Owner in response to the request for proposals, and an evaluation of such information by the Selection Committee based upon the criteria for evaluation of proposals and the relative weight to be given each criterion.

7. ***Procedures and Standards for Preparing and Submitting Proposals:***

A. Notices: The prospective construction managers shall be provided the following notices regarding the project and its legal parameters:

(1) NOTICE: THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. 13-2901 et. seq.

(2) NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District/Owner and the Architects retained by the School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

(3) Notice of the following provisions related to the request for proposal process:

(a) Attendance at pre-proposal conference (if required).

(b) A process for answering pre-proposal questions or requiring clarification or interpretation of the proposal documents.

(c) A process to provide for interpretations, corrections, and changes of the request for proposal documents to be made by addendum.

(d) A notice providing that:

(i) A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each proposer so agrees in submitting a proposal.

(ii) A submitted proposal may be modified or withdrawn prior to the time and date designated for receipt of proposals by notice to the party receiving proposals at the place designated for receipt of proposals; such notice shall be in writing over the signature of the proposer.

(iii) A withdrawn proposal may be resubmitted up to the date and time designated for the receipt of proposals provided that they are then fully in conformance with the request for proposals.

(iv) The proposing firm's signature on the proposal is the proposing firm's guarantee that the content of the proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District/Owner from obtaining the lowest competitive price.

(v) Proposals due at a specified date and time must be received at School District/Owner's location by the date and time specified to receive consideration. Proposals received after the specified date and time are considered late, and shall not opened.

B. Reservation of Rights:

(1) The School District/Owner reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.

(2) The School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/Owner to be necessary for the successful performance of the contract.

C. Requirements For Proposal. The Selection Committee to be approved by the School District/Owner's Board of Education will select firms to be interviewed using the evaluation criteria as defined in the Invitation for Proposals. Each proposer shall be required to submit ten (10) copies of their written proposal, unless more or less are specified in the RFP. Proposals submitted by interested firms must include the following elements in the order listed:

- (1) A description of the CMR's project team and organization of such team;
- (2) A description of the CMR's approach to the submission, reporting and approval of expenses to be reimbursed;
- (3) A certification of compliance with insurance and surety bond requirements.
- (4) A preliminary project schedule.
- (5) A narrative of firm's philosophy.
- (6) Completion and submission of the questionnaire included in the invitation for proposals.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. §§ 13-2910 and 13-2911:*** The School District/Owner shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911.

A. Referral to Selection Committee: In evaluating proposals in accordance with Neb. Rev. Stat. § 13-2910, the School District/Owner shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District/Owner. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer when evaluating proposals from construction managers under Neb. Rev. Stat. § 13-2910, (4) any person having special expertise relevant to selection of a construction manager under the Political Subdivisions Construction Alternatives Act, and (5) a resident of the School District/Owner other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the School District/Owner or the performance-criteria developer.

D. Evaluation Criterion: The selection committee and the School District/Owner shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection with the stated percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Selection Criteria	Percent Value
1	The financial resources of the construction manager to complete the project - ten percent (10%) maximum.	2.5%

No.	Selection Criteria	Percent Value
2	The ability of the proposed personnel of the construction manager to perform - thirty percent (30%) maximum.	20%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager - thirty percent (30%) maximum.	20%
4	The quality of performance on previous projects - thirty percent (30%) maximum.	20%
5	The ability of the construction manager to perform within the time specified - thirty percent (30%) maximum.	10%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors – Optional - twenty percent (20%) maximum	10%
7	The construction manager’s proposed efforts schedule for the Project – Optional - twenty percent (20%) maximum.	15%
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract - ten percent (10%) maximum	2.5%
	TOTAL (No more than 100%).	100%

E. Examination of Proposals: Following the opening of the proposals, the Selection Committee will examine the proposals and supporting documentation submitted by all candidates. The selection of the CMR for the Project shall be based upon a careful and objective consideration of the proposals and the ability of each firm submitting a proposal to perform the services described in this Invitation for Proposals and the requirements of any federal, state, local laws and regulations and School District/Owner policies and regulations that are applicable to the Project.

F. Interviews of Candidates: To further assist the Selection Committee in evaluating each proposal to determine which candidate best meets the criteria in the request for proposals, the Selection Committee Board may at its election determine to interview such candidate(s).

G. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

H. Rejection of Proposals: The School District/Owner shall have the right to reject any and all proposals. The School District/Owner may subsequently solicit new proposals using the same or different project performance criteria.

9. ***Contract Negotiations:***

A. Negotiations with Highest Ranked CMR: The School District/Owner shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

B. Negotiations with Second Highest Ranked CMR, etc. If the School District/Owner is unable to negotiate a satisfactory contract with the highest ranked construction manager, the School District/Owner may terminate negotiations with that construction manager. The School District/Owner may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the School District/Owner is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the School District/Owner may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the construction manager at risk and the School District/Owner until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District/Owner, and executed by all parties thereto.

D. Insurance and Bonding: The contract shall provide that the CMR shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Proposal; such insurance coverage shall include general liability (Project specific), automobile liability, and workers' compensation. Further, the CMR shall provide the School District/Owner with a payment and performance bond for the cost of the services of the CMR and estimated expenses to be reimbursed, and a guarantee bond in the amount of ten percent (10%) of the guaranteed maximum price for the project.

E. Filing of CMR Contract: The School District/Owner shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with CMR Candidates: If the School District/Owner is unable to negotiate a satisfactory contract with any of the ranked construction managers, the School District/Owner may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

G. Modification of CMR Contract: A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the School District/Owner in

agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the CMR Contract:***

A. Protest Relation to Solicitation:

(1) Request for Proposals, Notice, and Pre-Proposal Process and Procedures: A CMR candidate seeking to protest the policies adopted by the Board of Education pursuant to the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq. and the form or content of the request for proposals promulgated by the School District/Owner, or the notice of the request for proposal, or any pre-proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the request for proposals.

(2) Proposal Opening, Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the proposal opening process used by the School District/Owner must file such protest within seven (7) calendar days from the date of the proposal opening.

(3) Evaluation and Ranking of CMR Candidates: A CMR candidate seeking to protest the process and procedures used by the Selection Committee in evaluating and/or ranking the CMR candidates must file such protest within seven (7) calendar days from the date the Selection Committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the Selection Committee.

B. Negotiation or Execution of CMR Contract: A CMR candidate seeking to protest the process and procedures used by the School District/Owner in the negotiation or execution of the construction management at risk contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the construction management at risk contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712.

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