

## **Regular Board of Education Meeting**

Monday, November 15, 2021 6:00 PM

City of Gering Council Chambers, 1025 P Street, Gering, NE  
69341



# **Agenda**

## 1. **GPS Board of Education Information**

*The meeting agenda will be kept current and available for public inspection in the office of the Secretary of the Board of Education at the Central Office during regular working hours.*

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**District Vision:** *Gering Public Schools provides a collaborative community, inspiring excellence and innovation in teaching and learning to empower student growth and leadership in school and life.*

**District Mission:** *Gering Public Schools exists to equip today's learners with the skills necessary to be tomorrow's leaders.*

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2. *The Open Meetings Act requires and the intention of the Board is that agenda items be sufficiently descriptive to give the public reasonable notice of matters to be considered at the meeting. The Board of Education releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question or needs clarification about the sufficiency of a descriptive item should contact the Office of the Superintendent of Schools.*

*If anyone in attendance is interested in addressing our Board, you are welcome to do so. We simply request that you complete the appropriate form and turn it in to us now, so that you may be recognized during the 'Patron Comment' section of our meeting. These forms are located by the entry doors of the meeting room.*

*Agenda items are subject to reordering at discretion of the board president. Board members may request specific agenda item(s) be moved to a different place on the agenda. Please attend the entire meeting to ensure you hear discussion on a particular agenda item.*

## 3. **Opening Procedures**

1. Call to Order

- i. Oath of Office - Tracy Wiese  
At a special meeting of the school board on October 26, 2021, Tracy Wiese was selected to fill the vacancy for the remainder of Brent Holliday's term (2023).

2. Roll Call

4. **Pledge of Allegiance**

5. **Opening Meetings Act**

Pursuant to Section 84-1412 of the Nebraska Statutes, the public is hereby informed that a current copy of the Nebraska Open Meetings Act is posted in the Board meeting room on the north wall.

6. **Consent Agenda**

At this time, any Board member may request that any item in the consent agenda be removed from the consent agenda and be considered and voted on separately.

- 1. Minutes from the previous month's board meeting(s)  
The attached minutes are intended to accurately reflect the action of the Board at its previous meetings.
- 2. Approval of Claims/Bills
- 3. Board Policy Adoption

- i. First Reading of Board Policies

605	Alternative Programs
605.3	Program for High Ability Students
605.3R1	Identification of High Ability Students
605.4	Alternative Education Programs or Plans for Expelled Students
605.5	Religious Based Exclusion from a School Program
605.6	English as a Second Language
605.7	Dual Enrollment
605.7F1	Request for Part-Time or Dual Enrollment
605.7R1	Dual Enrollment Procedure
605.8	Home Bound Instruction
605.8R1	Home-Bound Instruction
605.13	Reading Instruction and Improvement
612	Specialized Student Services
612.1	Free Appropriate Public Education

- ii. Second Reading of Board Policies

Section 200  
School Board

201	Legal Status of the School Board
201.1	Board Powers and Responsibilities
201.2	Board Membership - Elections/Appointment
201.3	Qualifications
201.4	Oath of Office
201.5	Term of Office
201.6	Vacancies
201.7	School Board Liability (Insurance)

- 202                    School Board Member Conduct
  - 202.1    Board Member Code of Ethics
  - 202.2    Board Member Conflict of Interest
  - 202.3    Board Self-Evaluation
  - 202.4    Ethics Violations
  
- 203                    Organization of the School Board
  - 203.1    Board Organizational Meeting
  - 203.2    President
  - 203.3    Vice President
  - 203.4    Secretary
  - 203.5    Treasurer
  - 203.6    Board Committees
  - 203.7    Advisory Board Committees
  - 203.8    School Board Legal Counsel
  
- 204                    School Board Meetings
  - 204.1    Regular Board Meetings
  - 204.2    Special Board Meetings
  - 204.3    Public Hearings
  - 204.4    Work Sessions and Retreats
  - 204.5    Open Meetings
  - 204.6    Closed Sessions
  - 204.7    Meeting Notice
  - 204.8    Quorum
  - 204.9    Rules of Order
  - 204.10   Agenda
  - 204.11   Meeting Minutes
  - 204.12   Public Participation at Board Meetings
  
- 205                    School Board Policy Process
  - 205.1    Policy Development
  - 205.2    Policy Adoption
  - 205.3    Policy Revision and Review
  - 205.4    Policy Communication
  - 205.5    Policy Suspension
  - 205.6    Administration in the Absence of Policy
  - 205.7    Review of Administrative Regulations
  
- 206                    Board Member Services
  - 206.1    New Board Member Orientation
  - 206.2    Board Association Membership
  - 206.3    Board Member Development Opportunities
  - 206.4    Board Member Compensation and Expenses
  
- 403.7                Donations of Collectables, Gifts, Grants, and Bequests
- 403.8                Employee Fundraising
- 403.8R1             DonorChoose Fundraising

#### 4. Personnel Items

##### i. Approval of Certified Contract(s)

1. Zzyzx Brown - Gering High School Welding & Automotive Instructor

5. Approve Corporate Resolution for **Platte Valley Bank** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  6. Approve Corporate Resolution for **First State Bank / Riverstone Bank** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  7. Approve Corporate Resolution for **Western States Bank** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  8. Approve Corporate Resolution for **US Bank** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  9. Approve Corporate Resolution for **Wells Fargo Corporate Trust** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  10. Approve Corporate Resolution for **BOK Financial** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  11. Approve Corporate Resolution for the **Nebraska Liquid Asset Fund** appointing Stacy Rodriguez, Finance Director for Gering Public Schools, as an Authorized Representative.
  12. Approve transfer from General Fund to QCPUF Fund in the amount of \$2,585.50 to cover the bond payment due on December 15th.
7. **Information**  
Filing Fees for 2022 Election from Scottsbluff County Clerk.
  8. **Reports and Discussions**
    1. Bulldogs Going Beyond - First Quarter Recognitions
      - i. Jamie Connell, District-Wide Speech-Language Pathologist
      - ii. Deb Raines, GHS Registrar
    2. Student Teacher Recognition  
Special recognition of student teacher, Martina Fontinot from Lincoln Elementary.
    3. Cross Country Boys and Girls Recognition  
Rick Marez and student representatives reporting on District and State Cross Country events.
    4. Building Report - Gering Junior High School  
Students give a report about the STEM program and the Woods Exploration Project Based Learning program.

5. Curriculum/Personnel Committee Report  
A monthly report to the Board and community on the major items discussed and under consideration in the Curriculum and Personnel Committee.
6. Business/Facilities Committee Report  
A monthly report to the Board and community on the major items discussed and under consideration on the Business and Facilities Committee.
  - i. Trial Balance Summary
  - ii. Fund Balances
  - iii. Schedule of Investments
  - iv. Financial Statements
7. Negotiations Committee
8. Superintendent's Report  
A monthly report given by Dr. Regan covering the major items pertinent to the District.
  - Strategic Action Plan Developed 2020-21
9. **Action Items**
  1. Discuss, consider, and take all necessary action regarding payment to TeamMates of Nebraska in the amount of \$6,000 for services provided to GPS.
  2. Discuss, consider and take all necessary action regarding approval of the NASB Superintendent Evaluation Tool.
  3. Discuss, consider and take all necessary action regarding approval of Emergency Operations Plan (EOP).
  4. Discuss, consider and take all necessary action regarding a 1-year maintenance agreement with Engineered Controls for Gering Junior High, Lincoln Elementary, and the High School for the total amount of \$17,800.00.
10. **Patron Comments**
11. **Board Comments**
12. **Announcements of Upcoming Events for the Board**

**Future Board Meetings:**

No Special Meetings/Work Sessions in November or December

December Regular Board Meeting - **Mon, Dec.20 at 6:00 p.m.** (City Council Chambers)

**Tentative Committee Meeting Dates:**

13. Personnel & Curriculum Committee - **Tue, Dec. 7 at 7:00 a.m.** (Central Office)

Policy Review Committee - **Tue, Dec. 7 at 4:30 p.m.** (Central Office)

Facilities & Finance Committee - **Thu, Dec. 9 at 4:30 p.m.** (Central Office)

State Education Conference - Wed, Nov 17 - Fri, Nov 19

14. **Executive Session - Strategy session with respect to collective bargaining.**

15. **Reconvene from Executive Session**

16. **Adjourn**

## Regular Board of Education Meeting

Monday, October 18, 2021 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



## Minutes

### 1. GPS Board of Education Information

### 2. Opening Procedures

#### 2.1. Call to Order

President BJ Peters called the meeting to order at 6:00pm.

#### 2.2. Roll Call

**Present:** Brian Copsey, Josh Lacy, B.J. Peters, Brady Shaul, Mary Winn.

#### 2.3. Excuse Absent Board Member(s)

All members present.

### 3. Pledge of Allegiance

### 4. Opening Meetings Act

### 5. Consent Agenda

A motion to approve the consent agenda was presented by Brian Copsey, seconded by Mary Winn. After voting, motion Passed.

Brian Copsey: **Yea**, Josh Lacy: **Yea**, B.J. Peters: **Yea**, Brady Shaul: **Yea**, Mary Winn: **Yea**

#### 5.1. Minutes from the previous month's board meeting(s)

#### 5.2. Board Policy Adoption

##### 5.2.i. First Reading of Board Policies

###### 5.2.i.1. Policies Section 403.8

Revise policy 403.8 and add new policies 403.7, 403.8R1

###### 5.2.i.2. Policy Section 200

##### 5.2.ii. Second Reading of Board Policies

### 6. Personnel Items

#### 6.1. Resignation of Personnel

6.1.i. Discuss, consider and take necessary action regarding the resignation of Erin Sittner, 5th grade Elementary Teacher, Northfield Elementary School effective October 21, 2021.

A motion to approve the resignation of Erin Sittner effective October 21, 2021. was presented by Mary Winn, seconded by Josh Lacy. After voting, motion Passed.

Brian Copsey: **Yea**, Josh Lacy: **Yea**, B.J. Peters: **Yea**, Brady Shaul: **Yea**, Mary Winn: **Yea**

## 7. Reports and Discussions

### 7.1. High School Building Project Report

Principal Rocky Schneider, Assistant Principal Mario Chavez, and Dean of Students Crystal Palser reported on the High School Building Project.

### 7.2. Curriculum/Personnel Committee Report

A monthly report to the Board and community on the major items discussed and under consideration in the Curriculum and Personnel Committee Reports as follows:

Update on the improvements taking place in the VAULTS program.

An update on the Summer Program

Proposed Links Program

Public Safety Program

The next meeting will be held Tuesday, November 2, 2021

### 7.3. Business/Facilities Committee Report

Chairman Brady Shaul gave the Business and Facilities Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file.

The next committee meeting will be held Thursday, November 4, 2021.

#### 7.3.i. Trial Balance Summary

none

#### 7.3.ii. Fund Balances

none

#### 7.3.iii. Schedule of Investments

none

#### 7.3.iv. Financial Statements

none

### 7.4. Superintendent's Report

Superintendent, Dr. Regan gave a monthly report covering the major items of the District which included 1st quarter Celebration video of the accomplishments of our students.

## 8. Action Items

### 8.1. Take action to approve Kucirek Engineering Incorporated Consulting Services

Discuss, consider and take all necessary action regarding Kucirek Engineering, Inc. (Consultant) to provide consulting services to Gering Public Schools (Owner), Gering, Nebraska for the preparation of Contract Documents required for the Gering Junior High School HVAC Renovation project.

A motion to approve Kucirek Engineering Incorporated Consulting Services. was presented by Brian Copsey, seconded by Brady Shaul. After voting, motion Passed.  
Brian Copsey: **Yea**, Josh Lacy: **Yea**, B.J. Peters: **Yea**, Brady Shaul: **Yea**, Mary Winn: **Yea**

## 9. Patron Comments

10 community members addressed the board.

## 10. Board Comments

Board members shared positive and encouraging comments about the Districts changes and events, and also responded to patron comments.

## 11. Announcements of Upcoming Events for the Board

### **Future Board Meetings**

Second Special Meeting - Tue, Oct. 26 @ 6:00 p.m.  
(City Council Chambers)

November Regular Board Meeting - Mon, Nov. 15 @ 6:00 p.m.  
(City Council Chambers)

Second Special Meeting - Tue, Nov. 23 NO MEETING

### **Tentative Committee Meeting Dates:**

Personnel/Curriculum Committee -- Tue, Nov.2 @ 7:00 a.m.  
(Central Office)

Policy Review Committee -- Tue, Nov. 2 @ 4:30 p.m.  
(Central Office)

Business/Facilities Committee -- Thu, Nov. 4 @ 4:30 p.m.  
(Central Office)

## 12. Adjourn

Meeting adjourned at 7:40pm

## **Special Board of Education Meeting**

Monday, October 18, 2021 5:00 PM

Gering Public Schools - Central Office  
1519 10th Street  
Gering, NE 69341



## **Minutes**

### **1. GPS Board of Education Information**

### **2. Opening Procedures**

#### 2.1. Call to Order

President BJ Peters called meeting to order at 4:58 pm followed by roll call.

#### 2.2. Roll Call

**Present:** Brian Copsey, Josh Lacy, B.J. Peters, Brady Shaul, Mary Winn.

#### 2.3. Excuse Absent Board Member(s)

All board members present

### **3. Opening Meetings Act**

### **4. Action Items**

4.1. Discuss, consider and take all necessary action with regard to strategy with respect to collective bargaining with recognized bargaining units on issues of compensation and terms and conditions of employment for the 2022-2023 contract and school year. (Executive session possible).

Comparability Study Report was given by Rex Schultze of Perry Law Firm with respect to collective bargaining with recognized bargaining units on issues of compensation and terms and conditions of employment for the 2022-2023 contract and school year. No action was taken.

### **5. Adjourn**

Meeting adjourned at 5:45pm

## Special Board of Education Meeting

Tuesday, October 26, 2021 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



## Minutes

### 1. GPS Board of Education Information

### 2. Opening Procedures

#### 2.1. Call to Order

President BJ Peters called the meeting to order at 6:00pm

#### 2.2. Roll Call

**Present:** Brian Copsey, Josh Lacy, B.J. Peters, Brady Shaul, Mary Winn.

#### 2.3. Excuse Absent Board Member(s)

All members present.

### 3. Opening Meetings Act

### 4. Action Items

Nine applications were received by the Board, in which each candidate was interviewed in order of a draw. The board selected five interview questions from the Nebraska Association of School Boards, Board Vacancy guidelines to ask the candidates, they are as follows:

1. BJ Peters - Please share with us your background and experiences. What motivates you to become a board member?
2. Mary Winn - What is your experience and vision with public education in this school district?
3. Brady Shaul - What do you see as school board member responsibilities and does that have a role in the day- to-day operation of the district?
4. Josh Lacy - How would you handle a request or concern, if approached, by an individual or special interest groups?
5. Brian Copsey - What are the current challenges facing education/school boards?
6. BJ Peters - What questions do you have for the board?

Each question was scored according to the response of the candidate, which totaled to the top 3 per board member. The final tally was a cumulative score which produced the candidate with the highest score.

Each board member expressed gratitude for the quality of candidates who applied, and encouraged all of them to stay engaged in the district.

#### 4.1. Discuss, consider and take all necessary action in choosing an applicant to fill the Board Vacancy position.

A motion to select Tracy Wiese to fill the Board Vacant was presented by B.J. Peters, seconded by Mary Winn. After voting, motion Passed.

Brian Copsey: Yea, Josh Lacy: Yea, B.J. Peters: Yea, Brady Shaul: Yea, Mary Winn:  
Yea

## 5. Announcements of Upcoming Events for the Board

### **Future Board Meetings**

November Regular Board Meeting - Mon, Nov. 15, 2021 @ 6:00 p.m. (City Council Chambers)

### **Tentative Committee Meeting Dates:**

Personnel/Curriculum Committee    Tue, Nov. 2 @ 7:00 a.m.  
(Central Office)

Policy Review Committee -            Tue, Nov 2 @ 4:30 p.m.  
(Central Office)

Business/Facilities Committee        Thur, Nov. 4 @ 4:30 p.m.  
(Central Office)

## 6. Adjourn

Meeting adjourned at 8:00pm

**GERING PUBLIC SCHOOLS  
GERING, NE**

**POLICY ADOPTION**

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference:                   Neb. Statute 79-520 (Class III)  
  79-521 (Class IV)  
  79-522 (Class V)  
  79-523 (Class VI)  
  79-526  
  84-712 et seq.  
NDE Rule 10.004.01A1

Cross Reference:                201.1 Board Powers and Responsibilities

| Approved    1/20/03

Reviewed ~~8/17/09~~2/23/15

Revised 9/14/09

**Policy 605.4**  
**Gering Public Schools**  
**Gering, NE**

The Superintendent or Superintendent's designee shall make known to the expelled student which of the alternative educational options the administration has selected for the student's expulsion. Such information shall be made known to the expelled student on or before the date the expulsion becomes effective. An expulsion becomes effective for this purpose, as to a student who has been given a written notice of a recommendation to expel, on the earliest of the following dates: (1) if the student, parent, or guardian has not requested a hearing, the sixth school day following receipt of the notice of the recommendation to expel, (2) if the student has requested a hearing, the date the student, parent, or guardian receives notice of the determination of the Superintendent or Superintendent's designee to expel the student, or (3) such other date as may be mutually agreed by the student, parent, or guardian and the administration.

**ALTERNATIVE EDUCATION PROGRAMS OR PLANS FOR EXPELLED STUDENTS**  
**A. ALTERNATIVE EDUCATION PROGRAM**

The approved alternative programs are: (1) community-based programs, (2) home-based programs, (3) District-based programs, (4) distance-learning, and (5) other such programs that may be developed. The Lincoln Board of Education may, from time to time, approve other alternative programs and may approve specific alternative programs and may enter into contracts for the provision of such specific alternative programs. To the extent that the alternative programs are to be provided on-site, the individuals responsible for providing such on-site alternative program shall hold a valid Nebraska Teaching or Administrative Certificate. To the extent that the alternative program is to be community-based or off-site, such alternative program shall be planned in cooperation with and monitored or supervised by a School District staff member who holds a Nebraska Teaching or Administrative Certificate. Alternative programs may be conducted at times other than the regular school day.

The Superintendent or Superintendent's designee shall determine which alternative programs shall be made available to each specific expelled student based on a consideration of the interests of the School District and the student's educational and behavioral objectives and needs, as determined by the discretion of the Superintendent or the Superintendent's designee. If a parent or guardian refuses to participate or have their expelled child participate in the alternative programs made available, the District shall have no further obligation with regard to the provision of an alternative program. The Superintendent or Superintendent's designee shall establish a specific date or time within which the parent or guardian shall be required to state in writing an agreement to participate in the alternative program. As a condition of participation in alternative programs which involve the payment of tuition or other similar expenses, the student, parent, or guardian may be required, as a condition of such alternative program being available, to agree in writing to pay the tuition or other similar costs for such program in the event the expelled student fails to successfully complete the program.

Upon pre approval by the Superintendent or the Superintendent's designee, academic credit towards graduation or advancement in grade level shall be available to students participating in alternative programs for expelled students. The academic credits to be awarded shall be equal to the same academic credit a student in the School District's regular educational program would earn for completion of a similar educational program, as determined in the discretion of the Superintendent or Superintendent's designee. Such academic credits shall not be earned unless the expelled student has successfully completed the conditions of the alternative program, as determined by the teacher and the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee shall determine whether or to what extent such academic credits should be assigned to subject area or other specific graduation or advancement requirements

## B. EDUCATION PLAN PROGRAM

If the administration elects not to provide an alternative education program outlined in subparagraph A. above, the following procedures shall be followed prior to expelling a student unless the expulsion resulted from having a firearm as required by subsection (4) of the Neb. Rev. Stat, § 79-283.

1. A conference shall be called by a school administrator and held to assist the District in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.
2. The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.
3. The plan shall:
  - a. Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
  - b. Identify educational objectives that must be achieved in order to receive credits toward graduation,
  - c. Specify the financial resources of the community programs available to meet both the educational and behavioral objectives identified, and
  - d. Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

Legal Reference: Neb. Rev. Stat, § 79-283.

Approved

Reviewed 10/2/21

Revised



Kelly Sides  
Scotts Bluff County Clerk  
1825 10<sup>th</sup> Street  
Gering NE 69341  
Phone 308-436-6600 Fax 308-436-3178

TO: Clerks for Designated Political Subdivisions  
FROM: Kelly Sides, County Clerk *KS*  
RE: Filing Fees for 2022 Election  
DATE: November 1, 2021

In accordance with Nebraska Statute 32-608 regarding filing fees, fees shall be paid to the city or village treasurer of the city or village in which the candidate resides. For these municipal offices, the filing fee is one percent (1%) of the salary if the salary exceeds five hundred dollars (\$500) per year.

If a filing fee is applicable for your municipality, candidates must pay the appropriate fee and present a receipt showing payment when filing for the office with the County Clerk. The filing deadline for incumbent office holders in 2022 is 4:30 PM, Tuesday, February 15, 2022. The filing deadline for all other candidates is 4:30 PM, Tuesday, March 1, 2022.

Please complete the section below and return to the County Clerk along with your certification—on or before January 5, 2022. If no fee is required or the salary is below \$500 annually, indicate “None” on the 2022 Filing Fee line.

Name of Political Subdivision: Gering School District #16

2022 Filing Fee for Council/Board: \_\_\_\_\_

2022 Filing Fee for Mayor: \_\_\_\_\_

①

# CERTIFICATION

**(Due in the Office of the County Clerk/Election Commissioner no later than January 5, 2022.)**

*For Village, Township, or Weed Board: Due no later than **June 15, 2022.***

Pursuant to Nebraska State Statute 32-404(2), the governing board of each political subdivision which will hold an election in conjunction with a statewide election shall certify to the County Clerk the name of the subdivision, the number of officers to be elected, the length of the terms of office, the vacancies to be filled by election and length of remaining term. The certification must be completed in full. If you have any questions regarding the certification, do not hesitate to contact our office.

NAME OF SUBDIVISION \_\_\_\_\_ DISTRICT NUMBER \_\_\_\_\_  
(If applicable)

COMPLETE ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

Office to be elected	Term length	Present office holder's name	Salary, if any
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**(INDICATE WITH AN ASTERICK (\*) ANY OFFICEHOLDER THAT HAS BEEN APPOINTED TO FILL A VACANCY)**

CANDIDATES ARE TO FILE (check one) \_\_\_\_\_ AT LARGE \_\_\_\_\_ BY DISTRICT

HOW MANY OFFICERS WILL BE ELECTED FROM THE DISTRICT \_\_\_\_\_ LENGTH OF TERM \_\_\_\_\_

**A MAP OF THE DISTRICT OR SUBDIVISION MUST BE PROVIDED. See next page to provide Precinct and description.**

Date for prescribed term to start \_\_\_\_\_  
(What date will officeholders be sworn in?)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Certifying Officer/Title)

**Return to:** Kelly Sides  
Scotts Bluff County Clerk  
1825 10<sup>th</sup> Street  
Gering, NE 69341  
(308) 436-6600





The Mission of TeamMates **is to positively impact the world by inspiring youth to reach their full potential through mentoring**. Established in 1991 by Tom and Nancy Osborne, TeamMates was formed in an effort to provide support and encouragement to all school-aged youth. The goal is to see young people graduate from high school and pursue a post-secondary education. TeamMates has touched the lives of thousands of youth and mentors across the Midwest. Right now, more than 10,200 matches are meeting in schools across Nebraska, Iowa, Kansas, Wyoming, and South Dakota.

The impact of the TeamMates match on the mentee and mentor is profound.

- 54% of mentees showed improved academic achievement after being matched with their mentor.
- 85% of mentors report they feel more hopeful after meeting with their mentee.
- 98% of mentees say they trust their mentor.
- More than 95% of mentees report that they are happy when they meet with their mentor, that their mentor talks to them about what they do well, they feel important when they are with their mentor and that they trust their mentor.

Data collection from Gallup’s Clifton Strengths Project has helped affirm what TeamMates had already believed to be true:

- Strengths-based mentoring positively influences student engagement with school.
- Students in the control group who received no strengths training as part of their mentoring program were significantly less likely to strongly agree that they looked forward to seeing their mentor over time.
- There is a positive correlation between a student looking forward to seeing their mentor and overall levels of hope, engagement and well-being.

TeamMates has been recognized as a “Best Practice” mentoring organization which means the structure, policy and procedures are in place for a safe and consistent program. TeamMates adheres to *the Elements of Effective Practice* which were developed by the National Mentoring Partnership as the national standards for running a quality mentoring program.

To support a mentor/mentee match, it costs the TeamMates Mentoring Program approximately \$400 compared to the national average cost per match for mentoring programs of \$1,000 to \$2,000 per match. TeamMates is an effective and efficient mentoring organization due in part to its school-based match meeting venue, allowing for low-cost and in-kind support from participating school districts which keeps costs low.

The National Mentoring Partnership reports 1 in 3 children will go through life without a mentor. TeamMates believes all children, no matter their life experience, can benefit from a relationship with a safe, caring adult. You don’t have to be an expert. You just have to be there.

### **TeamMates of Scotts Bluff County**

**The chapter ended the last school year with 66 active mentor-mentee matches. Over 60% of our current mentors have mentored for more than 3 years. 83% of mentees feel the quality of the program is very good and 50% express they are proud to be in TeamMates. 58% of mentees are involved in activities outside of TeamMates.**

**For more information, please contact:**

**Mary Kay Haun, Coordinator of TeamMates of Scotts Bluff County at 402-499-6452 or email, [mkhaun29@gmail.com](mailto:mkhaun29@gmail.com)**



NASB LEADERSHIP  
ENCOMPASS 360  
SUPERINTENDENT  
EVALUATION





**Standard I: Mission, Vision, & Goals**

*Standard Descriptor: The superintendent works collaboratively with the board to define, adopt, and institute the district mission, vision, and goals to ensure the progress and success of student learning and achievement.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
I.a.	Works collaboratively with the board to define, adopt, and institute the district mission, vision, and goals.						
I.b.	Assumes the key leadership role and responsibility for growth and improved student learning.						
I.c.	Seeks input from the board when appropriate.						
I.d.	Engages internal stakeholders (i.e. administration, staff, students) and external stakeholders (i.e. parents, community) in the discussion of long-term plans and goals.						
I.e.	Effectively utilizes data to guide and monitor progress of district goals.						
I.f.	Implements and monitors progress of the district/strategic plan.						
I.g.	Identifies and proactively addresses potential barriers to ensure the success of the school district.						
Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> <li>• District strategic plan/district goals</li> <li>• Plan for implementing, monitoring and reporting progress of strategic plan/district goals</li> <li>• School improvement plan (including updates/assessment of progress and modifications)</li> <li>• School improvement teams</li> <li>• Superintendent performance plan aligned with district priorities and indicators to measure progress and success</li> <li>• Student performance data</li> <li>• Engagement/communication plan</li> <li>• Meeting agendas/minutes</li> </ul>							
If you were to suggest one area of growth in the superintendent's performance within Mission, Vision, and Goals for the upcoming year, what would it be?							



**Standard II: Policy**

*Standard Descriptor: The superintendent works collaboratively with the board to define, update, and adopt effective and purposeful district policy.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
II.a.	Works with the board to review, update and adopt effective and purposeful district policy.						
II.b.	Governs consistently through board policy and administrative protocol and procedures.						
II.c.	Provides public access to district policy.						
II.d.	Ensures all handbooks are aligned to district policy.						
II.e.	Implements a policy to ensure curriculum is reviewed and aligned with current state standards.						
II.f.	Ensures student discipline is implemented with integrity and consistency.						
II.g.	Personnel policies are clear and implemented consistently.						
II.h.	Monitors administrators' implementation of policy and procedures.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> <li>• District adopted policy review process/calendar</li> <li>• Progress/updates of the board's work with policy</li> <li>• Policy committee minutes</li> <li>• Curriculum review policy</li> <li>• Meeting agendas/minutes</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Policy for the upcoming year, what would it be?						



**Standard III: Budget Planning & Management**

*Standard Descriptor: The superintendent provides organizational leadership district-wide to ensure fiscal responsibility by allocating, using, and investing district resources to support effective instruction and improved student learning.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
III.a.	Upholds fiscal responsibility and accountability.						
III.b.	Leads a collaborative board and administrative budget planning process to align resources with the district mission, vision, and goals.						
III.c.	Utilizes data, research, and informed decision-making to support the allocation of district resources.						
III.d.	Updates board with historical and current budget data to monitor revenue and expenditures.						
III.e.	Ensures that the district completes an annual CPA audit and discloses findings to the finance committee/board.						
I.f.	Advocates for and pursues innovative solutions to improve and expand fiscal and human resources.						
II.g.	Ensures the maintenance and upkeep of facilities.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> <li>• Budget strategic/district goals</li> <li>• Professional development plan</li> <li>• Monthly budget reports</li> <li>• Quarterly expenditure updates</li> <li>• District audit</li> <li>• Management and use of alternative resources (i.e. ESU funding, all grant applications, etc.)</li> <li>• Five/Ten-year facility plan</li> <li>• Budget development calendar/board</li> <li>• Financial policies</li> <li>• Forecast financial data</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Budget Planning and Management for the upcoming year, what would it be?						



**Standard IV: Educational Leadership**

*Standard Descriptor: The superintendent provides educational leadership ensuring resources align and support best practice for instructional standards, as well as implementation of current/applicable curriculum and assessments to support student success.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
IV.a.	Advocates for the learning needs of all students.						
IV.b.	Promotes a student-centered culture.						
IV.c.	Advocates for the engagement of parents/families as partners in the education of students.						
IV.d.	Ensures curricular and instructional decision-making is based upon current research, data, and best practice.						
IV.e.	Provides the time and resources to align curriculum vertically, horizontally, and to the state standards.						
IV.f.	Provides comprehensive coursework and opportunities to ensure college/career readiness for every student.						
IV.g.	Ensures the district-adopted instructional framework is implemented consistently.						
IV.h.	Integrates the district-adopted instructional framework into certificated staff evaluations.						
IV.i.	Advocates for curriculum and instruction that challenges each student.						
IV.j.	Optimizes alignment of resources, curriculum, and assessments to support student success.						
IV.k.	Provides integrated technology curriculum and resources.						
	<p>Provide evidence to support your choices above.  <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• District strategic plan/district goals</li> <li>• School improvement plan (including assessment of progress and modifications)</li> <li>• School improvement teams</li> <li>• District calendar</li> <li>• Curriculum review cycle plan and updated policy for curriculum and assessment review</li> <li>• Curriculum review committee minutes</li> <li>• Student performance data and goals</li> <li>• Data to support instruction strategies and student-centered initiatives</li> <li>• Curriculum/programs additions/modifications</li> <li>• Instructional model</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Educational Leadership for the upcoming year, what would it be?						



**Standard V: Organizational & Cultural Leadership**

*Standard Descriptor: The superintendent provides cultural leadership through accountability, inclusiveness, engagement, and advocacy for staff and students.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
V.a.	Contributes to a unified school environment of trust and respect among students, staff, families, and community members.						
V.b.	Develops, implements, and sustains a responsive district crisis and safety plan.						
V.c.	Commits to developing a high-performing leadership team.						
V.d.	Ensures a purposeful and equitable recruiting and hiring process.						
V.e.	Integrates an effective conflict resolution process to address matters in a purposeful and timely manner.						
V.f.	Promotes a culture of shared expectations and mutual accountability.						
V.g.	Provides leadership to support the health and well-being of staff and students.						
V.h.	Promotes an environment where differing opinions and backgrounds are welcomed and embraced among staff and students.						
	<p>Provide evidence to support your choices above.  <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• Conflict resolution process</li> <li>• Leadership development plan</li> <li>• Professional development plan</li> <li>• Crisis and safety plan</li> <li>• Executive summary of the safety audit</li> <li>• Hiring protocols and procedures</li> <li>• Evidence to validate engagement of parents/families</li> <li>• Diversity, equity and inclusion initiatives</li> <li>• Personnel policies</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Organizational and Cultural Leadership for the upcoming year, what would it be?						



**Standard VI: Community Relations**

*Standard Descriptor: The superintendent establishes and sustains effective communication to inform and engage the board, parents, students, staff, local and state government officials, community members, and business leaders.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VI.a.	Establishes a visible presence in the district and community.						
VI.b.	Regularly attends and participates in school activities, events, and programs.						
VI.c.	Interacts and expresses genuine interest in building a connection with students.						
VI.d.	Develops collaborative partnerships to foster support for the school district.						
VI.e.	Effectively communicates key public information in a timely manner.						
VI.f.	Promotes a positive image of the district.						
VI.g.	Understands and is respectful of the political, economic, and social aspects of the community.						
VI.h.	Seeks a positive relationship with parents and community members.						
VI.i.	Engages special interest groups to work collaboratively to address concerns and opinions that may present conflict.						
	<p>Provide evidence to support your choices above.  <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i></p> <ul style="list-style-type: none"> <li>• Community engagement summary/report</li> <li>• District partnerships and initiatives established to provide resources and support</li> <li>• Partnership support received through the district foundation, scholarships, grant monies, etc.</li> <li>• Inter-local agreements</li> <li>• District annual report</li> <li>• Communications designed by and distributed to generate support of the district</li> <li>• Membership and participation with civic, community and state organizations</li> <li>• Meeting invitations/agendas</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Community Relations for the upcoming year, what would it be?						



**Standard VII: Professional Leadership**

*The superintendent models and demonstrates professional leadership, ethics, and a commitment to growth and improved instruction and learning for staff and students.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VII.a.	Models positive and professional leadership based upon ethics, trust, integrity, and respect.						
VII.b.	Addresses concerns and opinions with respect and confidence.						
VII.c.	Provides professional development for you to fulfill your responsibilities and grow in your position.						
VII.d.	Provides an effective evaluation process with constructive feedback.						
VII.e.	Exemplifies a life-long learning model to grow personal and professional knowledge.						
VII.f.	Demonstrates knowledge of current evidence-based practices for teaching and learning and seeks to develop others in this area.						
VII.g.	Establishes clear and consistent expectations for staff.						
	Provide evidence to support your choices above. *Suggested supplemental evidence for this standard includes but is not limited to: <ul style="list-style-type: none"> <li>• Memberships</li> <li>• Professional development activities (including, but not limited to conferences, workshops, committee work, studies, research, and published works)</li> <li>• Educational growth plan (professional goals and development)</li> <li>• Leadership team development plan</li> <li>• District staff professional development plan</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Professional Leadership for the upcoming year, what would it be?						



**Standard VIII: Board-Superintendent Relations**

*The superintendent collaborates with the board to define district expectations, policies, and goals to support instruction and student learning.*

Please indicate what you feel is the most accurate descriptor to the following statements.

The Superintendent . . .

		Excellent	Good	Average	Fair	Poor	Unsure
VIII.a.	Maintains an appropriate and professional relationship with the board.						
VIII.b.	Keeps all board members informed with consistent and open communication.						
VIII.c.	Demonstrates support and respect for the board and refrains from public criticism of the board.						
VIII.d.	Demonstrates collaborative problem solving and decision-making.						
VIII.e.	Supports board committee work as part of effective board decision-making.						
VIII.f.	Collaboratively supports or opposes, local, state and/or federal legislation impacting the district.						
	Provide evidence to support your choices above. <i>*Suggested supplemental evidence for this standard includes but is not limited to:</i> <ul style="list-style-type: none"> <li>• Superintendent performance plan/goals</li> <li>• Board committee minutes</li> <li>• Communication plan</li> <li>• Board development plan</li> <li>• Board policies</li> <li>• Meeting agendas/minutes</li> <li>• Retreat agendas/minutes</li> </ul>						
	If you were to suggest one area of growth in the superintendent's performance within Board-Superintendent Relations for the upcoming year, what would it be?						



## Goals

This component of the evaluation tool contains a changing list of annual goals from year to year for the board to provide feedback on.



**Superintendent’s Response:**

**Superintendent Evaluation Summary**

The superintendent should identify no more than four performance areas on which to focus their growth professionally. Note: Targeting in excess of four performance areas will make it difficult for the individual to address the areas adequately. When his/her performance is at a high-level, sustaining, refining, and replicating the performance is the goal. Follow through will ensure the success of the superintendent and the board.

The Performance Plan should consist of:

- goals (**what** must he/she do to achieve the objective or what is the intended result)
- performance indicators (**how** will the board measure progress and/or success)
- timeline (**when** will progress/success be assessed or completion date)
- signature (once the Performance Plan has been completed and reviewed the board president and superintendent will both sign and date placing a copy in the superintendent’s personnel file and a copy will be retained by the board president)

Note: The Performance Plan should be reviewed and updated throughout the year to assess progress and success. Modifications should only be made if the board/superintendent discuss and agree upon appropriate changes.

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Board President)

\_\_\_\_\_  
(Date)



## Planned Service Agreement Renewal – Scope of Service

### Scope of Services:

Under the scope of this agreement, Engineered Controls will provide preventative maintenance on the Honeywell Building Automation and Control System we installed at **Gering Public Schools, Lincoln Elementary on 1725 13<sup>th</sup> St in Gering, NE**. These services will include all labor and any travel expenses required for our factory trained technicians to perform the work as outlined below during **2 on-site visits** throughout the year. During the contract term Engineered Controls will also provide the **Gering Public Schools** with **phone support** to assist staff with control questions or problems.

#### 1. Honeywell Webs Database Protection and Software Updates

- Backup site specific software, i.e. control sequences, graphics, point data, etc., for on and off-site storage
- **Upgrade Honeywell Webs software** when it becomes available and applicable up to one time per year

#### 2. Facility Management System (1) Lincoln Elem WEBs Network Controller)

- Consult with customer to improve control strategies and building operation
- Verify proper communication between controllers and Honeywell Web interface
- Search trend and history logs examining building operations for problems and investigate as needed
- Verify correct operation and settings of schedules and alarming functions
- Perform minor improvements to graphical displays as needed for better system functionality

#### 3. Honeywell DDC Controls for Primary Equipment (Lincoln Elem; 3ea AHU's, 1ea RTU, 2ea Boilers and Pumping System)

- Perform complete functional test of unit and control sequence
- Perform minor improvements to sequences as needed for better system functionality
- Test associated input points, i.e. temperature, pressures, humidity, and status, and calibrate as needed
- Test associated output points, i.e. relays, transducers, actuators, output voltages and calibrate as needed
- Test low limit safeties and interlocks and adjust as needed

#### 4. Honeywell DDC Controls for Secondary Controls (Lincoln Elem; 51ea VAV's, EUH's, 19ea Power Meters, 1 Gas Meter, 1 Water Meter)

- Perform functional test of unit and control sequence from operator workstation and investigate any problems
- Perform minor improvements to sequences as needed for better system functionality
- Calibrate input points, i.e. temperature, pressures, humidity, and status as needed
- Calibrate output points, i.e. transducers, actuators, output voltages as needed

#### 5. Scheduled Remote Inspection with Reports

- Remote connect to building each month we are not on-site
- Check for alarms and abnormal system reading and settings and make adjustments as needed
- E-mail inspection report to customer and call customer if necessary

### Benefits:

Protection: Site specific controls databases are backed up to protect the investment in your system.

Comfort: Control verification and maintenance will lessen the chance of heating or cooling problems in your building.

Efficiency: Properly tuned and scheduled control systems use less energy.

Freedom: Allows you to concentrate on your core business

Savings: 20% reduction in system technician labor rates and priority response for repair calls

### Pricing and Term:

During this contract term the **Gering Public Schools** will receive a discount of **20% off our system technician labor rates** for work outside the scope of this agreement.

To be paid in quarterly payments.

Prices guaranteed for 60 days from proposal date, payment terms net 30.

**Exclusions:**

Work performed outside of normal business hours unless mentioned above  
Repair materials and parts  
Repair labor hours  
Internet connection at site  
Applicable taxes

**Terms and conditions**

**Changes to the customer equipment:** The customer retains the right to make changes or alterations to its equipment. If, in Engineered Controls, Inc.'s reasonable opinion, such changes or alterations substantially affect Engineered Controls, Inc.'s services or obligations, Engineered Controls Inc. shall have the right to propose appropriate changes to the scope or to the price of this agreement or to both. In the event Customer does not accept the new proposed changes, Engineered Controls may terminate this Agreement upon written notice to Customer.

**Exclusions:** Engineered Controls Inc.'s services under this agreement do not include:

- 1) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
- 2) service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Engineered Controls, Inc.;
- 3) the furnishing of labor, materials or supplies for painting or refinishing equipment;
- 4) electrical work to the circuits providing power to the equipment;
- 5) service calls resulting from additions made to covered equipment or other equipment not covered by this agreement;
- 6) the repair or replacement of components not normally replaced or maintained on a scheduled basis;
- 7) removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage, or damage from unexpected or especially severe weather that is beyond what is prevented by Engineered Controls Inc.'s normal maintenance;
- 9) work caused by the negligence of others;
- 10) service calls due to electrical power failures or power fluctuations;
- 11) disposal of hazardous wastes, hazardous wastes remain the property and the responsibility of the customer, this includes, but is not limited to used oil, refrigerants, PCBs.

**Indemnity:** Engineered Controls Inc. and the customer agree that Engineered Controls, Inc. shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Engineered Controls, Inc. Engineered Controls, Inc. and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

**Limitations of Liability:** Neither Engineered Controls, Inc., nor the customer will be responsible to the other for any special, indirect, or consequential damages, regardless of reasonable foreseeability. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God or nature; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

**Miscellaneous Provisions:**

- 1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
- 2) This agreement is the entire agreement between Engineered Controls, Inc. and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Engineered Controls, Inc. and the customer.
- 3) Any change or modification to this agreement will not be effective unless made in writing and signed by both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this agreement.
- 4) Should any changes to relevant regulations, laws, or codes substantially affect Engineered Controls, Inc.'s services or obligations, the customer agrees to negotiate with Engineered Controls, Inc. for appropriate changes to the scope or price of this agreement or both.
- 5) Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of the requested cancellation date. Should a midterm cancellation be exercised by the customer any savings realized by selecting a multi-year agreement or cost for providing the agreed upon services up to the early cancellation date, will be due Engineered Controls at cancellation.
- 6) This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska with the exception of its conflicts of laws provisions.



## Planned Service Agreement Renewal – Scope of Service

### Scope of Services:

Under the scope of this agreement, Engineered Controls will provide preventative maintenance on the Honeywell Building Automation and Control System we installed at **Gering Public School Junior High on 800 Q St in Gering, NE**. These services will include all labor and any travel expenses required for our factory trained technicians to perform the work as outlined below during **2 on-site visits** throughout the year. During the contract term Engineered Controls will also provide the **Gering Public Schools** with **phone support** to assist staff with control questions or problems.

#### 1. Honeywell Webs Database Protection and Software Updates

- Backup site specific software, i.e. control sequences, graphics, point data, etc., for on and off-site storage
- **Upgrade Honeywell Webs software** when it becomes available and applicable up to one time per year

#### 2. Facility Management System (2ea JR High WEBS Network Controller)

- Consult with customer to improve control strategies and building operation
- Verify proper communication between controllers and Honeywell Web interface
- Search trend and history logs examining building operations for problems and investigate as needed
- Verify correct operation and settings of schedules and alarming functions
- Perform minor improvements to graphical displays as needed for better system functionality

#### 3. Honeywell DDC Controls for Primary Equipment (Junior High; 8ea AHU's, 2ea Boilers, Chillers, and Pumping System)

- Perform complete functional test of unit and control sequence
- Perform minor improvements to sequences as needed for better system functionality
- Test associated input points, i.e. temperature, pressures, humidity, and status, and calibrate as needed
- Test associated output points, i.e. relays, transducers, actuators, output voltages and calibrate as needed
- Test low limit safeties and interlocks and adjust as needed

#### 4. Honeywell DDC Controls for Secondary Controls (Junior High; 47ea Unit Ventilators, 22ea Fan Coils)

- Perform functional test of unit and control sequence from operator workstation and investigate any problems
- Perform minor improvements to sequences as needed for better system functionality
- Calibrate input points, i.e. temperature, pressures, humidity, and status as needed
- Calibrate output points, i.e. transducers, actuators, output voltages as needed

#### 5. Scheduled Remote Inspection with Reports

- Remote connect to building each month we are not on-site
- Check for alarms and abnormal system reading and settings and make adjustments as needed
- E-mail inspection report to customer and call customer if necessary

### Benefits:

Protection: Site specific controls databases are backed up to protect the investment in your system.

Comfort: Control verification and maintenance will lessen the chance of heating or cooling problems in your building.

Efficiency: Properly tuned and scheduled control systems use less energy.

Freedom: Allows you to concentrate on your core business

Savings: 20% reduction in system technician labor rates and priority response for repair calls

### Pricing and Term:

During this contract term the **Gering Public Schools** will receive a discount of **20% off our system technician labor rates** for work outside the scope of this agreement.

To be paid in quarterly payments.

Prices guaranteed for 60 days from proposal date, payment terms net 30.

**Exclusions:**

Work performed outside of normal business hours unless mentioned above  
Repair materials and parts  
Repair labor hours  
Internet connection at site  
Applicable taxes

**Terms and conditions**

**Changes to the customer equipment:** The customer retains the right to make changes or alterations to its equipment. If, in Engineered Controls, Inc.'s reasonable opinion, such changes or alterations substantially affect Engineered Controls, Inc.'s services or obligations, Engineered Controls Inc. shall have the right to propose appropriate changes to the scope or to the price of this agreement or to both. In the event Customer does not accept the new proposed changes, Engineered Controls may terminate this Agreement upon written notice to Customer.

**Exclusions:** Engineered Controls Inc.'s services under this agreement do not include:

- 1) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
- 2) service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Engineered Controls, Inc.;
- 3) the furnishing of labor, materials or supplies for painting or refinishing equipment;
- 4) electrical work to the circuits providing power to the equipment;
- 5) service calls resulting from additions made to covered equipment or other equipment not covered by this agreement;
- 6) the repair or replacement of components not normally replaced or maintained on a scheduled basis;
- 7) removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage, or damage from unexpected or especially severe weather that is beyond what is prevented by Engineered Controls Inc.'s normal maintenance;
- 9) work caused by the negligence of others;
- 10) service calls due to electrical power failures or power fluctuations;
- 11) disposal of hazardous wastes, hazardous wastes remain the property and the responsibility of the customer, this includes, but is not limited to used oil, refrigerants, PCBs.

**Indemnity:** Engineered Controls Inc. and the customer agree that Engineered Controls, Inc. shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Engineered Controls, Inc. Engineered Controls, Inc. and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

**Limitations of Liability:** Neither Engineered Controls, Inc., nor the customer will be responsible to the other for any special, indirect, or consequential damages, regardless of reasonable foreseeability. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God or nature; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

**Miscellaneous Provisions:**

- 1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
- 2) This agreement is the entire agreement between Engineered Controls, Inc. and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Engineered Controls, Inc. and the customer.
- 3) Any change or modification to this agreement will not be effective unless made in writing and signed by both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this agreement.
- 4) Should any changes to relevant regulations, laws, or codes substantially affect Engineered Controls, Inc.'s services or obligations, the customer agrees to negotiate with Engineered Controls, Inc. for appropriate changes to the scope or price of this agreement or both.
- 5) Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of the requested cancellation date. Should a midterm cancellation be exercised by the customer any savings realized by selecting a multi-year agreement or cost for providing the agreed upon services up to the early cancellation date, will be due Engineered Controls at cancellation.
- 6) This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska with the exception of its conflicts of laws provisions.



<b>Planned Service Agreement – Scope of Service</b>
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**Scope of Services:**

Under the scope of this agreement, Engineered Controls will provide preventative maintenance on the Honeywell Building Automation and Control System we installed at **Gering Public School High School on 1500 U St in Gering, NE**. These services will include all labor and any travel expenses required for our factory trained technicians to perform the work as outlined below during **2 on-site visits** throughout the year. During the contract term Engineered Controls will also provide the **Gering Public Schools** with **phone support** to assist staff with control questions or problems.

**1. Honeywell Webs Database Protection and Software Updates**

- Backup site specific software, i.e. control sequences, graphics, point data, etc., for on and off-site storage
- **Upgrade Honeywell Webs software** when it becomes available and applicable up to one time per year

**2. Facility Management System (1ea High School WEBS Network Controller)**

- Consult with customer to improve control strategies and building operation
- Verify proper communication between controllers and Honeywell Web interface
- Search trend and history logs examining building operations for problems and investigate as needed
- Verify correct operation and settings of schedules and alarming functions
- Perform minor improvements to graphical displays as needed for better system functionality

**3. Honeywell DDC Controls for Primary Equipment (15 AHU's, Boilers, Chillers, Pumping System, MAU-1, and DOAU-1)**

- Perform complete functional test of unit and control sequence
- Perform minor improvements to sequences as needed for better system functionality
- Test associated input points, i.e. temperature, pressures, humidity, and status, and calibrate as needed
- Test associated output points, i.e. relays, transducers, actuators, output voltages and calibrate as needed
- Test low limit safeties and interlocks and adjust as needed

**4. Honeywell DDC Controls for Secondary Controls (27 Unit Ventilators, 23 Fan Coils, 24 VAVS, 4 CHUS, 8 Exhaust Fans, and Multiple Fin tubes)**

- Perform functional test of unit and control sequence from operator workstation and investigate any problems
- Perform minor improvements to sequences as needed for better system functionality
- Calibrate input points, i.e. temperature, pressures, humidity, and status as needed
- Calibrate output points, i.e. transducers, actuators, output voltages as needed

**5. Scheduled Remote Inspection with Reports**

- Remote connect to building each month we are not on-site
- Check for alarms and abnormal system reading and settings and make adjustments as needed
- E-mail inspection report to customer and call customer if necessary

**Benefits:**

Protection: Site specific controls databases are backed up to protect the investment in your system.

Comfort: Control verification and maintenance will lessen the chance of heating or cooling problems in your building.

Efficiency: Properly tuned and scheduled control systems use less energy.

Freedom: Allows you to concentrate on your core business

Savings: 20% reduction in system technician labor rates and priority response for repair calls

**Pricing and Term:**

During this contract term the **Gering Public Schools** will receive a discount of **20% off our system technician labor rates** for work outside the scope of this agreement.

To be paid in quarterly payments.

Prices guaranteed for 60 days from proposal date, payment terms net 30.

**Exclusions:**

Work performed outside of normal business hours unless mentioned above  
Repair materials and parts  
Repair labor hours  
Internet connection at site  
Applicable taxes

**Terms and conditions**

**Changes to the customer equipment:** The customer retains the right to make changes or alterations to its equipment. If, in Engineered Controls, Inc.'s reasonable opinion, such changes or alterations substantially affect Engineered Controls, Inc.'s services or obligations, Engineered Controls Inc. shall have the right to propose appropriate changes to the scope or to the price of this agreement or to both. In the event Customer does not accept the new proposed changes, Engineered Controls may terminate this Agreement upon written notice to Customer.

**Exclusions:** Engineered Controls Inc.'s services under this agreement do not include:

- 1) calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;
- 2) service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Engineered Controls, Inc.;
- 3) the furnishing of labor, materials or supplies for painting or refinishing equipment;
- 4) electrical work to the circuits providing power to the equipment;
- 5) service calls resulting from additions made to covered equipment or other equipment not covered by this agreement;
- 6) the repair or replacement of components not normally replaced or maintained on a scheduled basis;
- 7) removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage, or damage from unexpected or especially severe weather that is beyond what is prevented by Engineered Controls Inc.'s normal maintenance;
- 9) work caused by the negligence of others;
- 10) service calls due to electrical power failures or power fluctuations;
- 11) disposal of hazardous wastes, hazardous wastes remain the property and the responsibility of the customer, this includes, but is not limited to used oil, refrigerants, PCBs.

**Indemnity:** Engineered Controls Inc. and the customer agree that Engineered Controls, Inc. shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Engineered Controls, Inc. Engineered Controls, Inc. and the customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and reasonable attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

**Limitations of Liability:** Neither Engineered Controls, Inc., nor the customer will be responsible to the other for any special, indirect, or consequential damages, regardless of reasonable foreseeability. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God or nature; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

**Miscellaneous Provisions:**

- 1) Any notice that is required to be given under this agreement must be in writing and sent to the party at the address noted on the first page of this agreement.
- 2) This agreement is the entire agreement between Engineered Controls, Inc. and the customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Engineered Controls, Inc. and the customer.
- 3) Any change or modification to this agreement will not be effective unless made in writing and signed by both parties. This written instrument must specifically indicate that it is an amendment, change, or modification to this agreement.
- 4) Should any changes to relevant regulations, laws, or codes substantially affect Engineered Controls, Inc.'s services or obligations, the customer agrees to negotiate with Engineered Controls, Inc. for appropriate changes to the scope or price of this agreement or both.
- 5) Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of the requested cancellation date. Should a midterm cancellation be exercised by the customer any savings realized by selecting a multi-year agreement or cost for providing the agreed upon services up to the early cancellation date, will be due Engineered Controls at cancellation.
- 6) This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska with the exception of its conflicts of laws provisions.

**POLICY 204.12**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**PUBLIC PARTICIPATION IN BOARD MEETINGS**

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting. This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability  
204.3 Public Hearings  
204.10 Agenda  
403.5 Public Complaints about Employees

Approved 1/20/03 Reviewed 2/23/15 Revised 9/14/09

**GERING PUBLIC SCHOOLS  
GERING, NE**

**PUBLIC COMPLAINTS ABOUT EMPLOYEES**

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to any board consideration however, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and support staff. At this level, if requested by the administrator, the complainant shall put the complaint in writing.
3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the superintendent.
4. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference:     204.10 Agenda  
                          204.12 Public Participation at Board Meetings  
                          1005.01 Public Complaints

Approved     03/15/10