

Regular Board of Education Meeting

Monday, May 16, 2022 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.

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 the 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

3.1. Call to Order

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.

3.2. Roll Call

3.3. Excuse Absent Board Member(s)

3.4. Pledge of Allegiance

3.5. Open 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.

Notice of this meeting was published in the Gering Courier on Thursday, May 12, 2022.

4. **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.

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

4.2. Funds transferred from the bond to the Special Building Fund in the amount of \$25,000.00

4.3. Expenditures: \$719,273.12

4.4. Approval of Claims/Bills

4.5. Personnel Items

4.5.i. Certified Staff Contract(s)

4.5.i.1. Johnathon Boyd, GHS Civics Teacher (FTE 0.25) & GJHS STEM Teacher (FTE 0.75)

4.5.i.2. Tiandra Lively, GJHS Math Teacher

4.5.ii. Certified Staff Resignation(s)

4.5.ii.1. Molly Weglin, Resource Teacher at Gering High School

5. **Reports and Discussions**

5.1. Student Recognitions

5.1.i. Gering FFA

- 5.1.ii. Student Ambassador, Hannah Walker
- 5.2. Employee Recognition: "Bulldogs Going Beyond"
 - 5.2.i. Gwen Locker, Nurse at Geil Elementary
 - 5.2.ii. Carrie Johns, Ag Teacher at Gering High School
- 5.3. HAL (High Ability Learner) Presentation/Byron Olsen & Angela Morris
- 5.4. Board Committee Report: Curriculum & Personnel
- 5.5. Board Committee Report: Finance & Facilities
 - 5.5.i. Monthly Finance Summary Report
- 5.6. Superintendent's Report
- 6. **Patron Comments**
- 7. **Action Items**
 - 7.1. Discuss, consider, and take action to approve the amended agreement for the GHS Construction Project with Andrew Doll (Doll Land and Property), and extend the LOC to the amount of \$370,000.00
 - 7.2. Discuss, consider, and take action to approve the purchase of new Chromebooks in the amount of \$120,600.00
 - 7.3. Discuss, consider, and take action to approve the purchase of new uniforms for the Gering High School football team from Logoz, not exceeding the amount of \$25,000.00
- 8. **Board Comments**
 - 8.1. Tentative Upcoming Board Meeting/Event Dates
 - Future Board Meetings
 - Special Meeting: Tues, May 24, 2022 @ 12:00 p.m. (Central Office)
 - Regular Meeting: Mon, June 20, 2022 @ 6:00 p.m. (City Council Chambers)
 - Special Meeting: Tues, June 28, 2022 @ 12:00 p.m. (Central Office)
 - Tentative Committee Meeting Dates:
 - Personnel & Curriculum Committee: Tues, June 7, 2022 @ 7:00 a.m. (Central Office)

Policy Review Committee: Tues, June 9, 2022 @ 4:30 p.m. (Central Office)

Finance & Facilities Committee: Thurs, June 2, 2022 @ 12:30 p.m. (Central Office)

Upcoming Event Highlights:

8.2. Event

9. **Adjourn**

Regular Board of Education Meeting

Monday, April 18, 2022 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

Brian Copsey called this meeting to order at 6:00 p.m.

2.2. Roll Call

2.3. Excuse Absent Board Member(s)

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

A motion to excuse absent board members was presented by Josh Lacy, seconded by Brady Shaul. After voting, motion Passed.

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

2.4. Pledge of Allegiance

2.5. Open Meetings Act

3. Consent Agenda

A motion to approve the Consent Agenda was presented by Josh Lacy, seconded by Brady Shaul. After voting, motion Passed.

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

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

3.2. Expenditures: \$727,086.26

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.ii. Second Reading of Board Policies

3.3.ii.1. **401** ROLE OF AND GUIDING PRINCIPLES FOR EMPLOYEES

3.3.ii.2. **402.1** EQUAL OPPORTUNITY EMPLOYMENT

3.3.ii.3. **402.2** EMPLOYEE ORIENTATION

3.3.ii.4. **402.3** EMPLOYEE CONFLICT OF INTEREST

3.3.ii.5. **402.4** ANTI-NEPOTISM

- 3.3.ii.6. **402.5** EMPLOYEE GRIEVANCES
- 3.3.ii.7. **402.6** EMPLOYEE RECORDS
- 3.3.ii.8. **402.7** TRANSPORTING OF SRUDENTS BY EMPLOYEES
- 3.3.ii.9. **402.8** EMPLOYEE TRAVEL COMPENSATION
- 3.3.ii.10. **402.9** RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS
- 3.3.ii.11. **402.10** EMPLOYEE POLITICAL ACTIVITY
- 3.3.ii.12. **402.11** CREDIT CARDS
- 3.3.ii.13. **402.11R1** CREDIT CARD PROCEDURES
- 3.3.ii.14. **402.12** EMPLOYEE INVOLVEMENT IN DECISION MAKING
- 3.3.ii.15. **402.13** COMMUNICATIONS WITH EMPLOYEES
- 3.3.ii.16. **402.14** EMPLOYEE USE OF DISTRICT TECHNOLOGY

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

- 3.4.i.1. Jill Walker, Elementary Librarian (FTE 0.5)
- 3.4.i.2. Tahnee Hutchinson, First Grade Teacher at Lincoln Elementary
- 3.4.i.3. Makayla Derrick, Kindergarten Teacher at Northfield Elementary
- 3.4.i.4. Donna Schluckebier, Second Grade Teacher at Northfield Elementary
- 3.4.i.5. Walker Britsch, Math Teacher at GJHS
- 3.4.i.6. Mai Lee Olsen, Science Teacher at GHS
- 3.4.i.7. Henry Herrera Ormazza, Spanish Teacher at GHS

3.4.ii. Certified Staff Resignation(s)

- 3.4.ii.1. Marc Colman, Second Grade Teacher at Geil Elementary

4. Reports and Discussions

4.1. Board Committee Report: Curriculum & Personnel

The Board of Education had a Special Work Session, so the Curriculum and Personnel Committee rescheduled.

4.2. Board Committee Report: Finance & Facilities

Josh Lacy had a few comments in regards to the Finance & Facilities Committee Meeting that was held on April 7, 2022. The committee reviews the A/P listing and praised the team for getting a handle on the budget for the 2021-22 school year. The construction contract for the shop class is under review, and will be changed according to the cost increase. Discussion about general admission at the gates for games is also in the works. We would like to mimic surrounding schools, and stay close to what they are charging. A vehicle list was provided to the committee, in hopes to budget updating our school fleet.

Brian Copsey shared a statement as well. He again, praised Stacy Rodriguez, Dr. Nicole

Regan, David Ferreyra, and Shawna Payne on improving Gering Public Schools budget. We could clearly not accomplish what we do without this team on board.

4.2.i. Monthly Finance Summary Report

4.3. Superintendent's Report

Dr. Nicole Regan also shared her Superintendents Report with the Board and Patrons. She made a comment about the \$155K grant that GPS received for the preschool program, which helped open another room for PK kiddos at Northfield Elementary. GPS staff are also working diligently on the Farm to School Ag Grant to make sure students are able to utilize the program to its fullest. In addition to all that Gering Schools have in the works, she wanted to remind everyone that there are only 5 weeks left in the 2021-22 school year! Reminder, Bye Bye Birdie opening night is Thursday, April 21 at Gering High School. Please be sure to attend to support our awesome students.

5. Patron Comments

Kaitlyn Hayhurst, graduate of CSC, and student teacher for GPS addressed the Board. She wanted to send out a Thank You for her time she served here at GPS. She had great things to say about the staff she worked with, and knows her time here will help her be a great teacher in Hastings, where she was hired for the 2022-23 school year.

6. Action Items

6.1. Discuss, consider, and take action to approve the purchase of a flight simulator from Redbird Flight Simulators, Inc. in the amount of \$109,134.00

A motion to to approve the purchase of a flight simulator from Redbird Flight Simulators, Inc. in the amount of \$109,134.00 was presented by Josh Lacy, seconded by Brady Shaul. After voting, motion Passed.

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

7. Board Comments

Josh Lacy thanked Kaitlyn for her time working as a student teacher at GPS.

Brian Copsey went over the upcoming events listed on the agenda, and also commented on the FFA State Competition regarding how well our students did. More to come on honoring these kids at a future board meeting.

7.1. Tentative Upcoming Board Meeting/Event Dates

8. Adjourn

This meeting was adjourned at 6:14 p.m.

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

FIRST AMENDED AGREEMENT

THIS FIRST AMENDED AGREEMENT (“Agreement”) is made and entered into on _____, 2022, by and between **Doll Land and Property a Nebraska Corporation; and Scotts Bluff County School District No. 79-0016 (commonly known as Gering Public Schools), a Nebraska Political Subdivision, (“School”)** and supersedes any previous agreement between the parties.

RECITALS

- A. Doll Land and Property owns certain real property located on LT 3A, BLK 2, THE PRESERVE REPLAT; 2545 SOUTH RIDGE CT GERING NE 69341.
- B. School desires to use the Property (as defined below) for instructing students in the practical application of skills taught in the School’s Building Trade Program. Specially, the School desires to use the Property so students in the Schools’ Building Trade Program can construct a house on the Property under the direction of Travis Gable, a certified teacher employed by the School.

NOW THEREFORE, in consideration of the foregoing recitals which are hereby made a part of this agreement and the mutual promises set forth herein, Doll Land and Property and the School agree as follows:

1. **Real Estate Description and Consideration.** Doll Land and Property agrees to allow School and School agrees to build a house on the following described real estate, to-wit:

LT 3A, BLK 2, THE PRESERVE REPLAT
2545 SOUTH RIDGE CT GERING NE 69341

2. **Construction and Improvements to Real Estate.** School will build a house on the Property under the direction of a certified teacher employed by School. The plans and specifications of the buildings will be reviewed by Doll Land and Property. School agrees that it shall be responsible for the construction of the building consistent with said plans and specifications. School shall be responsible for obtaining contracts concerning construction of basement walls, footings, basement floor, plumbing, electrical, and HVAC. School anticipates using students who are enrolled in the School's Building Trade Program to perform carpentry, framing, and hanging of cabinetry. It is anticipated that School will subcontract for all drywall, roofing, garage door installation, countertops, site grading, rain gutters, concrete work and other items as necessary. A certified teacher employed by the School, will be responsible for supervising the construction of the Property on behalf of School. School may, at its option, subcontract additional work based upon time frame and ability to complete the Agreement in a timely manner.
3. **Payment of Costs.** School shall pay for all construction materials, contractors, subcontractors, carpentry and flooring, digging of the basement, pouring of concrete for basement walls and footings, and basement floors out of the line of credit established by the school.
4. **Review of Contractors and Materials.** The plans and specifications for the building of a residential home on the Property will be reviewed by Doll Land and Property. School and Doll Land and Property shall work together to obtain bids from contractors and to select contractors in a commercially reasonable manner which will perform services in connection with any construction on Property. Doll Land and Property will provide a list of subcontractors that may be considered

when bidding out services. It is anticipated by and between the parties that the total cost for the construction of a house on the *Property*, less the cost of the lot, will not exceed \$370,000. In the event estimated costs exceed \$370,000, then Doll Land and Property shall pay any additional costs and be reimbursed for such additional costs from the sale of the Property. School shall obtain lien waivers from all contractors that provide materials or labor in connection with construction on the Property.

5. **Possession.** Possession of the Property shall be provided to School no later than August 15, 2022. Parties understand title of real estate will remain with Doll Land and Property. On or before May 15, 2022, both parties will perform a walk through on the property and prepare a punch list to identify items that are yet to be completed prior to Doll Land and Property taking possession. Doll Land and Property shall be entitled to retake possession of the property within a reasonable time after completion of the project, consistent with the plans and specifications, but in no instance shall Doll Land and Property resume possession of the property later than July 15, 2022. Upon taking possession, Doll Land and Property shall pay to School the amount as set forth herein.
6. **Payment.** Doll Land and Property shall pay to School (or to bank on School construction class line of credit) upon Doll Land and Property taking possession of the Property, the sum of the following; (A) the builders risk insurance policy obtained by School (it is anticipated that this insurance will be purchased through a local insurance Company), plus (B) the total amount of expenses incurred by School, excluding tool costs, to construct the building on the Property, plus (C) any interest or finance charges incurred by school in borrowing funds to construct the building, plus (D) a minimum guaranteed amount of \$6,000 will be gifted to the Gering Schools Foundation as a result of the certified teachers' duties of oversight of the project, to be used for the construction class, plus (E) one-half of any additional proceeds beyond the total cost of subparagraphs A through D will be gifted to the Gering Schools Foundation and earmarked for the construction class. Doll Land and Property shall determine the sales price of the Property, and the parties agree and understand that the realtor shall receive a 5% commission on the sale of the Property.
7. **No Partnership Created.** School and Doll Land and Property have entered into this Agreement for the purpose of providing students in the Building Trades Program an opportunity to learn skills by working in an actual construction setting. School and its employees and students are not, in any way, employees or agents of Doll Land and Property, but rather the students are present for educational purposes only. Nothing in this Agreement shall be construed as creating a partnership or joint venture between School, its employees, its students, and Doll Land and Property.
8. **Taxes.** Doll Land and Property is responsible for all real estate taxes and special assessments levied against the Property and these costs shall be considered in the total expenses of the house when calculating any net profit to split between the parties.
9. **Compliance with Rules and Regulations.** All construction on, improvements to, and use of the Property during the time School has possession of the Property shall be in compliance with all applicable building codes, zoning regulations and all other federal, state, and local laws, rules, regulations, and ordinances. Doll Land and Property has already applied for all appropriate building permits. Next school year, the building permits shall be applied for under Gering Public Schools.
10. **Plans.** Doll Land and Property shall create and submit to the School for review all blueprints,

drawings, specifications, and other plans in connection with any buildings or other structures on the Property prior to the time such buildings or other structures are constructed.

11. **Restrictions on Property.** School shall not cause or consent to any easement, covenant, reservation, or restriction on, over, or against the Property, lease all or any portion of the Property, or otherwise allow the Property to be encumbered without first obtaining the prior written consent of Doll Land and Property.
12. **Risk of Loss.** School shall bear the risk of all losses to the Property which occur prior to the return of possession to Doll Land and Property. School shall, at its own expense, insure the Property against liability, property loss, and casualty from and after the date of this Agreement until Doll Land and Property retakes possession of the Property. Doll Land and Property shall be named an additional insured under all such policies. In the event any part of the Property or any materials acquired, whether or not affixed to the Property, are damaged and not repaired prior to Doll Land and Property retaking possession of the Property, Doll Land and Property shall have the right to receive any insurance proceeds for such damages (as long as any loan with the Bank has been paid off). Doll Land and Property agrees to insure the property upon Doll Land and Property resuming possession of the property as set forth herein.
13. **Doll Land and Property Representations and Warranties.** Doll Land and Property is a limited liability corporation duly organized and in good standing under the laws of the State of Nebraska. Doll Land and Property has all requisite authority and power to execute, deliver, and perform this Agreement.
14. **School's Representations and Warranties.** School is a political subdivision under the laws of the State of Nebraska. School has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by School's Board of Education in accordance with Nebraska law.
15. **Headings.** The section headings used in this Agreement are for convenience of reference only, and they shall not limit, affect, or otherwise be used in the construction and interpretation of this Agreement.
16. **Notices.** Any document, written notice, or written consent required or permitted to be delivered hereunder shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail postage prepaid and addressed as follows:

If to Doll Land and Property:	Andrew Doll Doll Land and Property 2405 Shadow Ridge Drive Gering, NE 69341
If to the School:	Nicole Regan Gering Public Schools

QUOTE CONFIRMATION



DEAR JORDAN ROSEBOROUGH,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSSK350	4/29/2022	DELL 3100	1490213	\$120,600.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Chromebook 3100 - 11.6" - Celeron N4020 - 4 GB RAM - 32 GB eMMC Mfg. Part#: H5CRW Contract: Nebraska ESU Coop.Purchasing-Chromebooks Only (022-G)	450	6632696	\$238.00	\$107,100.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: MARKET	450	5988499	\$30.00	\$13,500.00

PURCHASER BILLING INFO		SUBTOTAL	\$120,600.00
Billing Address: GERING PUBLIC SCHOOLS ACCTS PAYABLE 1519 10TH ST GERING, NE 69341-2818 Phone: (308) 436-3125 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$120,600.00
DELIVER TO		Please remit payments to:	
Shipping Address: GERING PUBLIC SCHOOLS JORDAN ROSEBOROUGH 1519 10TH ST GERING, NE 69341-2818 Phone: (308) 436-3125 Shipping Method: UPS Freight LTL, Special Services		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Lindsey Takaoka

(877) 685-8891

lindsey.takaoka@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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