

Regular Board of Education Meeting

Monday, June 19, 2023 6:00 PM

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



Agenda

{{Name: Agenda Item Name}}

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.*

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.

2. Opening Procedures

2.1. 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.

2.2. Roll Call

2.3. Pledge of Allegiance

2.4. 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, June 15, 2023.

3. **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.

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

3.2. Board Policy Adoption

3.2.i. First Reading of Board Policies

3.2.ii. Second Reading of Board Policies

3.2.ii.1. **402.1 EQUAL OPPORTUNITY EMPLOYMENT**

3.2.ii.2. **402.9 RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS**

3.2.ii.3. **402.15 STAFF CONDUCT WITH STUDENTS**

3.2.ii.4. **403.2 CHILD ABUSE REPORTING**

3.2.ii.5. **403.3 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES**

3.2.ii.6. **403.8 EMPLOYEE FUNDRAISING**

3.2.ii.7. **404.2 EMPLOYEE INJURY ON THE JOB**

3.2.ii.8. **404.4 COMMUNICABLE DISEASES-EMPLOYEES**

3.2.ii.9. **404.6 HARASSMENT BY EMPLOYEES**

- 3.2.ii.10. **404.11 FACILITIES FOR MILK EXTRACTION**
- 3.2.ii.11. **404.12 TITLE IX SEXUAL HARASSMENT**
- 3.2.ii.12. **404.12-R1 TITLE IX SEXUAL HARASSMENT PROCEDURES**
- 3.2.ii.13. **404.12E1 TITLE IX SEXUAL HARASSMENT REPORTING FORM**
- 3.2.ii.14. **404.13 SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES**
- 3.2.ii.15. **405.00 EMPLOYEE CONDUCT AND APPEARANCE**
- 3.2.ii.16. **407.7 CERTIFICATED EMPLOYEE NEGOTIATIONS**
- 3.2.ii.17. **408.2 CERTIFICATED EMPLOYEE CONTRACT RELEASE**
- 3.2.ii.18. **409.1 CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT**
- 3.2.ii.19. **414.4 CLASSIFIED STAFF DISMISSAL**

3.3. Personnel Items

- 3.3.i. Certified Staff Contract(s)
 - 3.3.i.1. **Virginia Deam-Nein, Gering Jr. High PE Teacher**
 - 3.3.i.2. **Louis Bila, Lincoln Elementary SPED Teacher**
- 3.3.ii. Certified Staff Resignation(s)
- 3.3.iii. Approval of Early Graduation Request from **Brooke McCoy.**

4. Reports and Discussions

- 4.1. Board Committee Report: Curriculum & Personnel
- 4.2. Board Committee Report: Finance & Facilities
 - 4.2.i. Monthly Finance Summary Report

4.3. Superintendent's Report

5. **Patron Comments**

6. **Action Items**

6.1. Discuss, consider, and take action regarding the approval for Peltz Companies INC. to replace the Jr. High Gym and Shop HVAC system for the amount of \$591,000.00.

6.2. Discuss, consider, and take action regarding the approval for Family Construction LLC to install new bleacher seats at the football stadium for the amount of \$68,200.00. (see attached)

6.3. Discuss, consider, and take action regarding the approval of the 2023-24 school year Substitute Handbook. (see attached document)

6.4. Discuss, consider, and take action regarding the approval of the 2023-24 Board of Education Meeting Schedule. (see attached document)

6.5. Discuss, consider, and take action in regards to the approval of the Substitute and Substitute Teacher Paraprofessional pay increase. (See attached document)

6.6. Discuss, consider, and take action regarding the approval of the Interlocal Agreement between Gering Public Schools and the City of Gering for the use of the City Council Chambers. (see attached document)

6.7. Discuss, consider, and take action regarding the renewal agreement Sixpence CCP Yearly Agreement Report. (see attached document)

6.8. Discuss, consider, and take action regarding the approval of a 2.5% pay increase for all classified staff for the 2023-24 school year.

6.8.i. Discuss, consider, and take action regarding the approval of the Gering Public Schools contract addendum for the 2023-24 Certified Negotiated Agreement, which will include the addition of a new High School Girls Wrestling Coach and a new Middle School Girls Assistant Wrestling Coach position to the Extra Duty Schedule. (see attached)

6.9. Discuss, consider, and take action regarding policy 504.2 "**Bullying Prevention**"

7. **Board Comments**

7.1. Tentative Upcoming Board Meeting/Event Dates

Future Board Meetings

Work Session: Tues, June 27, 2023 @ 12:00 p.m. (Central Office)

Regular Meeting: Mon, July 17, 2023 @ 6:00 p.m. (City Council Chambers)

Work Session: Tues, July 24, 2023 @ 12:00 p.m. (Central Office)

Tentative Committee Meeting Dates:

Personnel & Curriculum Committee: canceled (Central Office)

Policy Review Committee: Wed, July 12, 2023 , @ 4:00 p.m. (Central Office)

Finance & Facilities Committee: Thurs, July 6, 2023 @ 4:30 p.m. (Central Office)

Upcoming Event Highlights:

Central office will be closed July 4, 2023 in observance of Independence Day.

8. Adjourn

Regular Board of Education Meeting

Monday, May 15, 2023 6:00 PM

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



Minutes

1. GPS Board of Education Information

Absent: Josh Lacy, **Present:** Brian Copsy, John Maser, B.J. Peters, Greg Trautman, Tracy Wiese.

2. Opening Procedures

2.1. Call to Order

President, Brian Copsy, called this meeting to order at 6:00 p.m.

2.2. Roll Call

2.3. Excuse Absent Board Member(s)

A motion to excuse absent board members was presented by B.J. Peters, seconded by Greg Trautman. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsy: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **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 Greg Trautman, seconded by John Maser. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsy: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

3.1. April Expenditures

Fund Amount

01 General \$296,339.68

03 Employee Benefit \$3,480.49

05 Activity \$136,848.88

06 Cafeteria \$110,722.31

08 Special Building \$21,860.00

Fund Totals: \$569,251.36

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

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.i.1. **402.1 EQUAL OPPORTUNITY EMPLOYEMENT (revisions per NDE)**

3.3.i.2. **402.9 RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS (revised per NDE)**

3.3.i.3. **402.15 STAFF CONDUCT WITH STUDENTS (new policy added per NDE)**

3.3.i.4. **403.2 CHILD ABUSE REPORTING (revised per NDE)**

3.3.i.5. **403.3 ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES (revised per NDE)**

3.3.i.6. **403.8 EMPLOYEE FUNDRAISING (revised per NDE)**

3.3.i.7. **404.2 EMPLOYEE INJURY ON THE JOB (revised per NDE)**

3.3.i.8. **404.4 COMMUNICABLE DISEASES-EMPLOYEES (revised per NDE)**

3.3.i.9. **404.6 HARASSMENT BY EMPLOYEES (revised per NDE)**

3.3.i.10. **404.11 FACILITIES FOR MILK EXTRACTION (revised per NDE)**

3.3.i.11. **404.12 TITLE IX SEXUAL HARASSMENT (revised per NDE)**

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3.3.i.13. **404.12E1 TITLE IX SEXUAL HARASSMENT REPORTING FORM (revised per NDE)**

3.3.i.14. **404.13 SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES (revised per NDE)**

3.3.i.15. **405.00 EMPLOYEE CONDUCT AND APPEARANCE (revised per NDE)**

3.3.i.16. **407.7 CERTIFICATED EMPLOYEE NEGOTIATIONS (revised per NDE)**

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3.3.i.18. **409.1 CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT (revised per NDE)**

3.3.i.19. **414.4 CLASSIFIED STAFF DISMISSAL (revised per NDE)**

3.3.ii. Second Reading of Board Policies

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.i.1. **Jon Hutchison: Gering Jr. High Asst. Principal**

3.4.i.2. **Nancie Riesen: Gering High School English Teacher**

3.4.i.3. **Calene Southard: Northfield School Nurse**

3.4.i.4. **Tiffanie Hayes: Jr. High School Nurse**

3.4.ii. Certified Staff Resignation(s)

3.4.ii.1. **Brooke Raines: Gering High School LMHP**

4. Reports and Discussions

4.1. Recognitions:

State Journalism Awards DECA International Winners

Certificates were given to the students that placed at State Journalism as well as International DECA.

4.2. Employee Recognition: "Bulldogs Going Beyond"

4.2.i. Kim Busby: High School Math Teacher

Mr. Green, along with Mrs. Propp attended to honor Kim Busby's receiving her award this evening. Mrs. Propp and Mrs. Diedrich nominated Kim to receive this award. Kim has been such a pillar at High School, and is very deserving of this recognition!

4.2.ii. Michael Sauer: Geil Custodian

Mrs. Morris and Mrs. Gass was in attendance to honor Mr. Mike. Mrs. Gass nominated Mr. Mike, and stated that he was more than just the custodian. The relationships he has with staff and students never goes unnoticed, and Geil Elementary is so fortunate to have him there!

4.2.iii. Chastine Buxbaum: Geil Custodian

Mrs. Morris along with Mrs. Gass was in attendance for Mrs. Chas' recognition tonight. Mrs. Chas is a bright smiling face in the halls at Geil Elementary. She is always willing to go the extra mile to help with any task given. This is the 1st time that 2 custodians have been nominated for this award, but as Mrs. Gass stated, how do you choose just one?? Mrs. Chas, thank you for all you do!

4.3. Building Report: Geil Elementary

Angela Morris along with several staff members and Geil students presented tonight. Angela's focus was on the "joys" in school and the students that spoke all talked about what brings them joy at attending Geil Elementary. Kelsey Southard, preschool teacher, talked about how important the PK program is for the transitioning of the kiddos into elementary. The board got to enjoy a slide show that was created by Geil's very own! It brings the board great pleasure seeing all the wonderful things that are taking place at Geil Elementary.

4.4. Board Committee Report: Curriculum & Personnel

4.5. Board Committee Report: Finance & Facilities

4.5.i. Monthly Finance Summary Report

4.6. Superintendent's Report

Dr. Regan reported the following:

May is always so bittersweet when coming to an end with our students. May 16 is the tennis court ribbon cutting at 5 p.m. as well as our LINKS graduation to follow at 6 p.m. Thank you Andy, with DA Davidson, for being here as we proceed with our tender bond resolution. This summer we will be stretching our strategic thinking with leadership retreats, a continuous improvement at GPS. Just as we measure our student growth, we are growing as a district too. Growing financially sound, academically sound, and community strong! Although this concludes my final school year report, we have so much on the horizon.

5. Patron Comments

6. Action Items

6.1. Presentation by Andy Forney D.A. Davidson

Discuss, consider, and take action regarding a resolution to authorize issuing General Obligation Refunding Bonds to refund all or a portion of the District's outstanding General Obligation

Refunding Bonds (Taxable Interest) Series 2019B, and to authorize an invitation to the holders of the Series 2019B Bonds to tender bonds for redemption and such purchase, and related matters.

A motion to approve the resolution was presented by Greg Trautman, seconded by B.J. Peters. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.2. Discuss, consider, and take action regarding the approval of the Preschool Handbook for the 2023-24 school year.

A motion to approve the 2023-24 Preschool Handbook was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.3. Discuss, consider, and take action regarding the approval of the Elementary School Handbook for the 2023-24 school year.

A motion to approve the Elementary Handbook was presented by Tracy Wiese, seconded by John Maser. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.4. Discuss, consider, and take action regarding the approval of the Junior High Handbook for the 2023-24 school year.

A motion to approve the 2023-24 Jr. High Handbook was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.5. Discuss, consider, and take action regarding the approval of the High School Handbook for the 2023-24 school year.

A motion to approve the 2023-24 High School Handbook was presented by Tracy Wiese, seconded by B.J. Peters. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

6.6. Discuss, consider, and take action regarding the Memorandum of Understanding between the Scottsbluff YMCA and Gering Public Schools regarding the 2023 Summer Camp.

A motion to approve the MOU was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

Josh Lacy: Absent, Brian Copsey: **Yea**, John Maser: **Yea**, B.J. Peters: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

7. Board Comments

John Maser- So many great things going on this time of year. Loves when students present to the board, as it shows the growth at each building.

Tracy Wiese- Gering Public Schools is ending this school year on a happy note. Loves seeing happy people and excited kids.

BJ Peters- The future for GPS is looking so BRIGHT!

Brian Copsey- Serving on the board is such a rewarding job. Don't miss out on the ribbon cutting at the tennis courts May 16 @ 5:00 p.m., as well as the GHS graduation ceremony on May 20 @ 10:00 a.m.

7.1. Tentative Upcoming Board Meeting/Event Dates

8. Adjourn

The meeting was adjourned at 7:04 p.m.

POLICY 205.2
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

EQUAL OPPORTUNITY EMPLOYMENT

The _____ School District shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination Compliance Coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race (including skin color, hair texture, and protective hairstyles), color, religion, national or ethnic origin, sex, disability, age, marital status, genetic background, veteran status, pregnancy, childbirth or related medical condition, or sexual orientation or gender identity.

Advertisements and notices for vacancies within the district shall contain the following statement: "The _____ School District is an equal opportunity employer (EOE)." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, shall be directed to the Compliance Coordinator:
Name and/or Title: _____
Address: _____
Telephone No.: _____

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov.

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

Approved _____ Reviewed _____ Revised _____

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Further information and procedures for filing a complaint are available at the website of the Nebraska Equal Opportunity Commission, <http://www.neoc.ne.gov/comp/comp.htm>.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).
Neb. Statute 48-1101 et seq. (Nebr. Fair Employment Practice Act)

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

Needs
added
ML

RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS

The board recognizes and appreciates service given to the district. Employees, board members, volunteers or others associated with the operations of the district may be honored by the board, administration and staff in an appropriate manner by the awarding of plaques, certificates of achievement, or items of value.

If the form of recognition thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to \$100 per individual per occasion.

The district may authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of the district. In the event that a recognition dinner is authorized by board action, whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed \$50 per elected or appointed official, employee, or volunteer in attendance.

Legal Reference: Neb. Statute 13-2203

Cross Reference: 408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

OK
MM

Approved _____ Reviewed _____ Revised _____

NOT IN GPS Policy 

STAFF CONDUCT WITH STUDENTS NDE version

Definitions:

Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place;

Personal communication system means a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform;

School employee means a person nineteen years of age or older who is employed by a public, private, denominations, or parochial school approved or accredited by the State Department of Education. Neb. Rev. Stat. § 28-720. School employee also includes any person who is contracted with, or otherwise paid by the district and who has access to or interaction with students including all student teachers or interns.

Sexual contact has the same meaning as in section 28-318;

Sexual penetration has the same meaning as in section 28-318; and

Student teacher or intern has the same meaning as in section 79-875.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of this policy or any violation of professional boundaries is misconduct and will likely result in disciplinary action.

In addition a violation of employee and student boundaries is also a violation of standards of professional conduct which could result in the revocation of a certificated educator's certificate or permit. 92 Nebraska Administrative Code Chapter 27.

Such violations could also result in a referral to the Nebraska Department of Health and Human Services and law enforcement.

All employees are prohibited from engaging in grooming, sexual contact, sexual penetration, or any other activity listed within this policy while any student is attending any school within the district and for one year after the student graduates or otherwise ceases enrollment.

Approved _____ Reviewed _____ Revised _____

Prohibited Activity:

Engaging in any relationship that involves sexual contact or sexual penetration with a student while the student attends the school where the employee works and for one year after the student graduates or otherwise ceases enrollment.

The following is a non-exclusive list of actions that will be regarded as a violation of the professional boundaries that all employees are expected to maintain with all students. In addition, repeatedly engaging in any of these activities or a combination of these activities are examples of grooming as defined in this policy.

1. Communication with students through any method not approved or not designated by the school district including social networking apps or websites and texting, or other instant messaging, one-on-one with any students.
2. Communication with students on any matters or subjects that do not pertain to school or school-related activities. School or school related activities include student homework, in class activities, school sponsored sports or clubs or any other school-sponsored activity.
3. Engaging in any kind of behavior or communication that could be reasonably construed as a sexual advance or respond in any positive manner to a student's sexual advance.
4. Being alone with a student anywhere where all doors to such room are closed.
5. Showing a student any inappropriate or sexually suggestive material that is not part of classroom lesson or curriculum known to appropriate school authorities.
6. Telling jokes with sexual themes or subject matter.
7. Invading a student's physical privacy. One example would be walking in on a student changing in a locker room or bathroom when the employee has no duty to be there.
8. Intruding on a student's personal physical space in any manner that makes a student uncomfortable.
9. Initiating unwanted physical contact.
10. Treating one student differently from other students either by providing privileges or failing to enforce school policy or other disciplinary action.
11. Discussing an educator's private personal matters with a student and inquiring about a student's private personal matters when no basis for concern about the student's health or safety.
12. Providing rides to a student in an employee's personal vehicle without the express written permission of a student's parent or guardian and permission from an administrator unless another school employee is in the vehicle.
13. Meeting with a student outside of school for any reason other than a school sponsored activity or event.
14. Having a student in an employee's home without a student's parent or appropriate chaperone.
15. Giving or receiving gifts to or from one student. A gift to a class or the same gift to a group of students is not prohibited.

16. Consuming alcohol in the presences of any student when the student's parent or guardian is not present or consuming illegal drugs in the presence of students at any time.
17. Providing alcohol or illegal or unauthorized drugs or medications to a student under any circumstances.
18. Any other behavior with could exploit the unique position of trust and authority between a student and employee.

Exceptions to these prohibitions may include:

1. communicating with your own child or another student with whom there is personal relationship that exists independent of that child being a student at the same school where the employee works such as when the student is a relative, neighbor or fellow member of a group or organization outside of the school or school sponsored setting when such communications pertain to such a group or organization.
2. an emergency or concern for that student's immediate health or safety.
3. a singular chance encounter at a public place provided the encounter provided there is no additional violation of this policy.

Except in the case of a true emergency, or an unplanned chance encounter, employees should obtain permission in writing from his or her administrator prior to engaging in such communication.

Permissible methods to communicate with students outside of school:

The Superintendent is responsible for informing staff of any apps or social media websites permitted for employees' use in communicating with students on educationally-related matters.

In addition, employees may utilize:

1. Text messages that include at least one other adult and a student. The adult may either be the student's parent or guardian or another school employee.
2. Use of social media through a district approved social media account as a coach or supervisor of a school sponsored club or activity. However, even approved social media communication must abide by the standards of professional conduct and must be professional in nature and in the best interest of the school district.
3. Use of the school district email system.

Allowing students to view an educator's social media postings is not a preferred method of communication. Educators are responsible for any social media postings that is viewed by students when such posting violates the standards of professional conduct.

Permissible ways to engage with students when the employee has concerns about the student's well-being:

1. Contact the guidance counselor and ensure the student's parent or guardian is aware of your concerns.

2. Contact the student's parents or guardian if the concern is not with the parent or guardian.
3. If you believe the student is in immediate danger, contact the Nebraska Department of Health and human services child abuse hotline or contact law enforcement.

Reporting Violations:

If any school employee violates this policy or has reason to believe another employee has violated this policy the employee is required to make a report to the superintendent within hours. The school employee also has an obligation to report to the Nebraska Health and Human Services and the Nebraska Department of Education.

The most serious violations shall be reported immediately. The superintendent the superintendent shall also ensure a report is made to the Nebraska Department of Education, the Nebraska child abuse and neglect hotline and law enforcement authorities as required by law and notify the school board President. If the superintendent is the alleged violator or fails to take appropriate steps, the school board President shall be notified by the school employee.

Students who feel his or her boundaries have been violated or know of another student whose boundaries have been violated may report to any school employee he or she is comfortable to confide in. That school employee will then have an obligation to report as identified above.

Reprisal or retaliation for good faith reports made by students or school employees is itself a violation and is prohibited.

Records retention:

School employees are required to maintain copies of all communication exchanged with students via a personal communications system. Such copies must be maintained pursuant to district records retention policies and schedules. The records may be kept electronically or in hard copy or any format easily retrievable by the employee upon request. Any employee who is unable to produce copies of such communications for any reason will be in violation of this policy.

FERPA and Confidentiality:

School employees are encouraged to consult their school's policy on confidentiality of personally identifiable student information before posting any information regarding student or student activities online.

Legal Reference: Neb. Statute 79-879

CHILD ABUSE REPORTING

All school employees who have reasonable cause to suspect a child is a victim of abuse or neglect, including sexual abuse, or who observe conditions which reasonably would result in abuse or neglect, shall promptly report such incidents to the proper law enforcement authorities and the principal. "Employees" also includes coaches and volunteers participating in interstate amateur athletic competitions. The principal shall ensure that the report has been made to the proper law enforcement authorities.

The employee shall make an oral report to the local law enforcement agency by telephone within a 24-hour period, followed by a written report if necessary. The report will include all information required by law.

Legal Reference: Neb. Statute 28-711
 34 U.S.C. § 20341

Cross Reference: 403.03 Abuse of Students by School District Employees
 504.17 Questioning of Students by Outside Agencies
 508 Student Health and Well Being

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Approved _____ Reviewed _____ Revised _____

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing abuse of students investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

The superintendent is responsible for implementing this policy and for organizing employee training when needed relating to this policy. Procedures shall be reviewed periodically for adequacy and accuracy.

Cross Reference: 403.02 Child Abuse Reporting
 404.06 Harassment by Employees
 505.06 Corporal Punishment

Approved _____ Reviewed _____ Revised _____

*Needs
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EMPLOYEE FUNDRAISING

Any employee fundraising campaigns, including online fundraising such as crowdfunding campaigns, must have prior approval from the Superintendent before taking any actions when using the employee's position to raise funds. Any person or entity acting on behalf of the district and wishing to conduct a fundraising campaign for the benefit of the district must also begin the process by seeking prior approval from the Superintendent. All money raised through an approved fundraising campaign is subject to normal accounting procedures of the district and any additional procedures that may be required in the approval process. Any information or materials placed on fundraising websites are subject to the same district policies covering publication of materials on the district website.

Approval of requests shall depend on factors including, but not limited to:

- Compatibility with the district's educational program, mission, vision, core values, beliefs, and student achievement goals;
- The district's instructional priorities;
- The manner in which donations are collected and distributed by the fundraising process;
- Equity in funding; and
- Other factors deemed relevant or appropriate by the district.

If approved, the employee shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the status of the campaign. The employee shall not violate any district policy or guideline and must protect the confidentiality of all student information.

The employee is responsible for compliance with all state and federal laws and other relevant district policies and procedures. All items and money generated are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees.

Needs Reviewed
NO
Change

Approved _____ Reviewed _____ Revised _____

EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the building principal shall notify a member of the family, or an individual of close relationship, as soon as the building principal becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee shall be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It shall be the responsibility of the employee injured on the job to inform their supervisor within one business day of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within one business day after the employee reported the injury and notify the building principal.

It shall be the responsibility of the employee to file claims, such as workers' compensation, through the central administration office.

Injury Leave

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If a district employee suffers physical injury within the scope of employment by another individual who intentionally, knowingly, or recklessly causes that injury, notification of the supervisor shall be made as described above. If, after investigation of the circumstances of the injury by the administration, and in consultation with the employee's physician, the employee may be granted up to seven calendar days of paid leave for such time as the employee is absent and unable to work as a result of the injury. This injury leave will not count against any other leave available to the employee. The administration's decision regarding injury leave is not subject to appeal.

Legal Reference: Neb. Statute 79-8,106

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Cross Reference: 404 Employee Health and Well-Being
410.02 Certificated Employee Personal Illness Leave
415.02 Support Staff Personal Illness Leave
905.06 Accident Reports

Approved _____ Reviewed _____ Revised _____

COMMUNICABLE DISEASES - EMPLOYEES

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed employees shall be determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease shall be determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

An employee who is at work and who has a communicable disease which creates a substantial risk of harm to a student, coworkers, or others at the workplace shall report the condition to the Superintendent any time the employee is aware that the disease actively creates such risk.

Health data of an employee is confidential and it shall not be disclosed to third parties. Employee medical records shall be kept in a file separate from their personal file.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Legal Reference: 29 U.S.C. §§ 794, 1910 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
45 C.F.R. Pt. 84.3 (1996).

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Cross Reference: 402.06 Employee Records
508.03 Communicable or Infectious Diseases - Students

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Needs Reviewed
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HARASSMENT

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Harassment of employees, students, volunteers or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

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Harassment includes, but is not limited to, race (including skin color, hair texture, and protective hairstyles), religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Needs address
Harassment on the basis of race (including skin color, hair texture, and protective hairstyles), religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse or unwelcome communication implying sexual motives or intentions;;
- repeated remarks of a demeaning nature;
- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual;
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications;

Approved _____ Reviewed _____ Revised _____

- unwelcome touching;
- unwelcome and offensive public sexual display of affection;
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Employees, students, volunteers or visitors who believe they have suffered harassment shall report such matters to the Compliance Coordinator or building principal.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to promptly and reasonably investigate claims of harassment and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant, unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The

training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal Reference: 42 U.S.C. §§ 2000e et seq. (1994).
29 C.F.R. Pt. 1604.11 (1996).

Cross Reference: 103 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.05 Employee Grievances
403.03 Abuse of Students by School District Employees
405 Employee Conduct and Appearance
504.18 Harassment By Students
505 Student Discipline

FACILITIES FOR MILK EXPRESSION

The district will designate a private area, other than a restroom, for an employee for breast-feeding or to express breast milk for her nursing child in a place which is shielded from view and free from intrusion from co-workers and the public.

Legal Reference: Neb. Statute 48-1102

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TITLE IX SEXUAL HARASSMENT

It is the the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:

Title: _____
Office address: _____
Email: _____
Phone number: _____

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to OCR.KansasCity@ed.gov.

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

Approved _____ Reviewed _____ Revised _____

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest

and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.

4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.
Exec. Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.15 Staff Conduct with Students
403.02 Child Abuse Reporting
403.03 Abuse of Students by School District Employees
404.06 Harassment by Employees
405.00 Employee Conduct and Appearance
501.00 Objectives for Equal Educ. Opportunities for Students
504.03 Student Conduct
504.14 Hazing, Initiation, Secret Societies or Gang Activity
504.18 Harassment by Students
504.20 Bullying Prevention
504.21 Dating Violence Prevention
505.03 Suspension and Expulsion of Students
612.05 Individualized Education Program
612.10 Procedural Safeguards

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TITLE IX SEXUAL HARASSMENT PROCEDURES

The Board requires the following procedures to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

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

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

For purposes of this policy and the grievance process, “Title IX sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or

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3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.
 - A. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:
 - i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
 - B. "Domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
 - C. "Sexual assault" means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
 - D. "Stalking," under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:
 - i. Fear for their safety or the safety of others.
 - ii. Suffer substantial emotional distress.

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive

measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling or employee assistance program, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

For students, supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District. The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

1. Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;
2. An explanation of the District's investigation procedures, including any informal resolution process;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
4. Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and
5. Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

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

Emergency Response Measures

Nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

1. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;
2. Provide an equal opportunity for the parties to present witnesses and evidence;
3. Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
4. Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
5. Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;
6. Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;
7. Objectively evaluate all relevant evidence without relying on sex stereotypes;
8. Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;
9. Not make creditability determinations based on the individual's status as Complainant, Respondent or witness;
10. Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

1. A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;
2. The Respondent is no longer enrolled or employed by the District; or
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up

questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

1. Identify the allegations potentially constituting sexual harassment;
2. Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;
3. Include the findings of fact supporting the determination;
4. Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;
5. Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and
6. The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may

implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement.

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with school policies and regulations, which may include but is not limited to loss of school privileges, permanent transfer to another school building, classroom or school bus, exclusion from school-sponsored activities, detention, suspension, expulsion, or referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time that could affect the outcome; and
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that

does not involve a full investigation and determination of responsibility, provided that the District:

1. Provides to the parties a written notice disclosing:
 - A. The allegations;
 - B. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and
 - C. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;
2. Any appeal and its result;
3. Any informal resolution and its result; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its

response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

OK

Need update

TITLE IX REPORTING FORM

WN

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: _____

Address: _____

Email: _____

Phone Number: _____

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a:

Student Parent/Guardian Employee Volunteer Visitor

Other _____ (please explain relationship to the district)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is: Your Child Another Student A District Employee

Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting

Please record the name(s) of the individual(s) you believe to be responsible for the conduct you are reporting.

Name(s):

The reported individual(s) is/are:

Student(s) Employee(s)

Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report

Date

Received By

Date

FOR OFFICIAL USE ONLY

This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.

The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports to assess the report.

Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 404.12. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

I. Reporter Information:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

Reporter is a:

Student Parent/Guardian Employee Volunteer Visitor

Other _____ (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is: Reporter's Child Another Student Another Employee

Other: _____ (please explain relationship to the alleged victim)

II. Respondent Information

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

The reported respondent(s) is/are:

- Student(s) Employee(s)
- Other _____ (please explain relationship to the district)

III. Level of Report:

- Informal Formal (see additional information below on Title IX formal complaints)

IV. Type of Report:

- Title IX Sexual Harassment Discrimination Retaliation Bullying
- Hazing Dating Violence Other _____

Nature of the Report (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Age |
| <input type="checkbox"/> Color | <input type="checkbox"/> Creed |
| <input type="checkbox"/> Religion | <input type="checkbox"/> Sex |
| <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Sexual Harassment (Title IX) |
| <input type="checkbox"/> National Origin | <input type="checkbox"/> Ancestry |
| <input type="checkbox"/> Marital Status | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Handicap/Disability | <input type="checkbox"/> Bullying |
| <input type="checkbox"/> Hazing | <input type="checkbox"/> Dating Violence |
| <input type="checkbox"/> Veteran Status | <input type="checkbox"/> Genetic Background |

V. Reported Conduct

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated? Yes No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

No.

Yes, please identify the student with a disability and contact the Director of Special Education.

Director of Special Education was contacted: _____

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

VI. Safety Concerns

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

No.

Yes, please describe:

VII. Other Reports

Has the conduct been reported to the police or any other agency?

No

Yes Date reported: _____ Agency: _____

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103.00 Equal Educational Opportunity
- Policy 402.01 Equal Opportunity Employment
- Policy 404.06 Harassment (Employees)
- Policy 404.12 Title IX Sexual Harassment
- Policy 247. Hazing
- Policy 249. Bullying
- Policy 252. Dating Violence
- Other _____

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An **education program or activity** includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

Yes

No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Sexual assault means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Stalking means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

IX. Recommended Course of Action

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

- No further action at this time. Reason:
- Policy 103.00 Equal Educational Opportunity
- Policy 402.01 Equal Opportunity Employment
- Policy 404.06 Harassment (Employees)
- Policy 404.12 Title IX Sexual Harassment
- Policy 247. Hazing
- Policy 249. Bullying
- Policy 252. Dating Violence
- Other _____

X. Title IX Information to Complainant

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

XI. Title IX Coordinator Signature

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator: _____

Date: _____

XII. Title IX Formal Complaint Action

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes No

Complainant's Signature: _____

Date: _____

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Title IX Sexual Harassment Formal Complaint for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator's Signature: _____

SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES

In extreme or extraordinary circumstances the district may close one or more buildings to protect the health, safety and welfare of staff and students. In a case of epidemic sickness or other circumstances forcing prolonged closure the district may utilize agreements, procedures, government directives or other measures to pay staff for such time as the school or schools shall be closed to ensure staff continuity.

Legal Reference: Neb. Statute 79-8,106

*Needs
Added.
MK*

Approved _____ Reviewed _____ Revised _____

Needs added.

EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

Every report of alleged violations of employee conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing employee conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of employee conduct policies.

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace
408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved _____ Reviewed _____ Revised _____

CERTIFICATED EMPLOYEE NEGOTIATIONS

Certificated employees of the district shall have the right to form, join and participate in the activities of organizations of their choosing for the purpose of representation of all matters of employment relations, but no certificated employee shall be compelled to join such an organization. Boards may enter into collective bargaining agreements for periods not to exceed four years.

The following timelines shall be in effect for the annual negotiations process preceding the contract year in question:

1. On or before September 1 the certificated and instructional employees' collective bargaining agent shall request recognition as bargaining agent.
2. The governing board shall respond to such request not later than October 1.
3. On or before November 1 negotiations shall begin.
4. On or before February 8 if an agreement is not reached, the parties shall submit to mandatory mediation or factfinding as ordered by the Commission of Industrial Relations unless the parties mutually agree in writing to forgo mandatory mediation or factfinding.
5. On or before March 25 or within twenty-five days after the certification of the amounts to be distributed to each local system and each school district, whichever occurs last in time, negotiations, mediation, and factfinding shall end.
6. If an agreement has not been achieved on or before the date in item 5 above, either party may, within fourteen days after such date, file a petition with the commission to resolve the dispute.
7. The commission shall render a decision on or before September 15.

OK.
NM.

There shall be no fewer than four negotiations meetings between the certificated and instructional employees' collective bargaining agent and the governing board's bargaining agent prior to mediation, unless the parties agree to a new negotiated agreement. Either party may seek a bargaining order as provided in statute at any stage in the negotiations.

In seeking a bargaining order, the Commission of Industrial Relations shall provide the parties with the names of five individuals qualified to serve as the resolution officer. If the parties cannot agree on an individual, each party shall alternately strike names, with the remaining individual serving as the resolution officer.

The resolution officer may:

1. determine whether the issues are ready for hearing and settlement;
2. identify for resolution terms and conditions of employment that are in dispute and which were negotiated in good faith but upon which no agreement was reached;
3. accept terms and conditions;
4. schedule hearings;
5. prescribe rules of conduct for conferences;

Approved _____ Reviewed _____ Revised _____

6. order additional mediation if necessary;
7. take any other action which may aid in resolution of the dispute; and
8. consult with an interested outside party only with the concurrence of all parties.

The resolution officer shall choose the most reasonable final offer on each issue in dispute. If either party is dissatisfied with the resolution officer's decision, it shall have the right to file an action with the commission seeking a determination of terms and conditions of employment. The commission shall resolve, as provided by statute, all the issues identified by either party and which were recognized by the resolution officer as a dispute. If parties have not filed with the Commission of Industrial Relations by the latter of March 25 or within twenty-five days after the certification of school funds, the decision of the resolution officer shall be deemed final and binding.

Legal Reference: Neb. Statute 48-811, 816, and 818

Cross Reference: 201.01 Board Powers and Responsibilities

CERTIFICATED EMPLOYEE CONTRACT RELEASE

A certificated employee who wishes to be released from his/her contract shall deliver a written and signed notice of resignation to the office of the Superintendent. Granting a request for release from a contract shall be contingent upon finding a suitable replacement with the following exception: A request for release from contract submitted before May 1 of the current school year requesting release for the upcoming school year shall be accepted by the Board without any conditions.

The Superintendent or his designee shall have the sole responsibility for determining the criteria used to define a suitable replacement for each position.

If in the opinion of the certificated employee unusual circumstances exist, the certificated employee may appeal to the Board to waive any of the above stated requirements.

The superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission against a certificated employee who leaves without proper release from the board.

The Board of Education reserves the right to seek damages against any certificated employee as a result of breach of contract.

Legal Reference: NDE Rule 27
Neb. Statute 79-817 et seq.

Cross Reference: 406.03 Certificated Employee Individual Contracts
406.04 Certificated Employee Continuing Contracts

Approved _____ Reviewed _____ Revised _____

dl
NR

409-1

HUMAN RESOURCES

Professional Growth Requirements – Certificated Employees

Professional growth requirements refer to professional work or activities which contribute to professional growth. The conditions and limitations under which such activities are performed and accepted may be reviewed and changed by the Associate Superintendent for Human Resources or designee. Changes in professional growth requirements will be implemented in such a way as to cause no penalty to those staff members who are currently working on professional growth requirements of the present period.

Reviewed and Affirmed by the Board:	2020-08-25
Last Revision:	2009-04-14
Original Adoption or Oldest Version:	2009-04-14
Related Policies and Regulations:	
Legal Reference:	79-830

SUPPORT STAFF DISMISSAL

The board believes support staff should perform their jobs, respect board policy and obey the law. A support staff member may be dismissed by the superintendent at any time.

It shall be the responsibility of the superintendent to handle the dismissal of support staff. A support staff member is an "at will" employee and may be dismissed for any reason.

Cross Reference: 405 Employee Conduct and Appearance

~~414.03 Support Staff Suspension~~

~~414.05 Support Staff Reduction-In-Force~~

do not have.

Approved _____ Reviewed _____ Revised _____

Memo

To: Nicole Regan
From: Mario Chavez
cc: Lindsey Mashek
Date: 5/11/2023
Re: Early Graduation Request

I have received a request from Brooke McCoy, a 2024 graduation cohort senior for early graduation from Gering High School.

I believe that all requirements, set forth by Gering Public School Board of Education Policy 611.08 – Early Graduation have been satisfied. Brooke has the ability to meet all graduation requirements by the end of the 1st semester of the 2023-2024 school year. Brooke has a plan post-graduation and will enroll for the Spring semester 2024 at Western Nebraska Community College where she will get an early start to school and pursue a degree in dentistry.

Please review the attached letters of support from Brooke and her parents.

I recommend Brooke be allowed to pursue her plan to complete her high school degree requirements and graduate from Gering High School at the conclusion of the 1st semester of the 2023-2024 school year.

To whom it may Concern,

My name is Shilo McCoy. My daughter Brooke McCoy is a student and Junior at GHS. Brooke has expressed her desire to graduate early at semester next year 2024. I am writing this letter to show my support and full agreement with this endeavor.

I am proud of the work that she has put in and the obstacles she has overcome. Brooke's freshman year was a difficult one with the onset of a worldwide pandemic (Covid 19) and my divorce from her mom.

I watched her gather herself up and muster the willpower to push on. Her grades have continued to improve and shown her determination. There was some miscommunication in getting signed up for 2023 dual credit classes through WNCC's career pathways program and is a mirror setback. She is looking to a career in the field of Dentistry. I feel that her being able to graduate early will allow her to gain that time back. I am an employee at WNCC and she is eligible for some extended benefits through the college.

We have discussed our desire for these next steps, including available summer classes that she may need to take, with her guidance counselor Mrs. De Los Santos after our last parent teacher conference and hope that she will continue to assist Brooke with all the information that she needs and we can give Brooke all the support that she needs to be successful.

I hope this letter finds you well and you will consider her/our petition for early graduation.

Sincerely,



Shilo McCoy, father



Brooke McCoy, student

Dear Mr. Chavez,

I am writing to you to discuss my interest in graduating early. I have heard about this opportunity the school provides from other students and I believe it would be a great opportunity for me.

I am requesting to be considered to graduate early in order to get a head start. I would use this extra time to work, in order to support myself and my college schooling. It is my hope to be working in a dental facility during this time in order to get a better understanding of the education, training, skills, and qualities I would need to pursue this field of work. I am currently looking into some of the dental facilities in town that I could work in while also receiving credit.

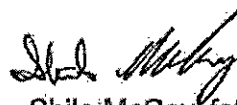
I plan on attending WNCC my first two years of college in order to earn my associates degree. These first two years will prepare me for the next two years of college in order to earn my Bachelors Degree. I have yet to decide what college I would like to attend in order to receive this degree. Due to the fact my father works for WNCC I receive the benefit of free tuition for the years I attend the school. That is what led me to choose WNCC.

I have discussed all of this with my counselor Mrs. De Los Santos on April 26th as well as May 8th. I would like to be able to start some of my classes for my senior year this summer. This would help me by not overloading my schedule and prevent too much stress. However, I will have to wait to schedule those until you have made your decision. Thank you for taking the time to read and consider everything I have said. If there are any questions left unanswered I would be happy to answer them.

Sincerely,



Brooke McCoy, student



Shilo McCoy, father

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.

Instructions for members of the public who wish to speak:

- Getting started: When you have been recognized, please stand and state your name.
- Time Limit: Tonight the board will allow a total of 30 minutes for the presentation of ALL public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker. You may only speak ONCE.
- Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies may require you to follow the district's complaint procedure before addressing the board. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. Please remember that slanderous comments will not be tolerated.
- General Rules: This is a public meeting for the conduct of business. Comments from within the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- No action by the Board: The board will not act on any matter which is not on the agenda and will not take action upon the conclusion of public comment.

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 01/20/2003

Reviewed 02/23/2015, 10/14/2021 6/9/22

Revised 09/14/2009, 7/20/22

June 15, 2023

Stacy Rodriguez
Gering Public Schools
1519 10th Street
Gering, NE 69341

RE: Gering Public Schools – Junior High Gym & Shop HVAC Replacement
050-022-23


Dear Stacy:

On June 15, 2023, at 2:00 PM, bids were received for the Junior High Gym & Shop HVAC Replacement project. We received one bid from Peltz Companies, Inc. in the amount of \$591,000.00.

The bid received is higher than the estimated cost of \$400,000.00. The past 18 months have seen increased construction costs and prices have been harder to predict. This cost still seems high for the scope of work, however, given the urgency to complete this work and the current operations problems and the school, it may be worth proceeding with this contract. If that is the concurrence of the Board, Baker & Associates, Inc. would recommend awarding the bid to Peltz Companies who will be working with Rasmussen Mechanical Services. Rasmussen is a qualified HVAC contractor for this size and type of project.

If you have any questions, please don't hesitate to contact our office (308) 632-3123.

Sincerely,
Baker & Associates, Inc.



Jack Baker

SECTION 000413 - BID FORM

PART 1 - Bid Form

1.1 BID INFORMATION

- A. Project: Junior High Gymnasium & Shop HVAC Replacement
- B. Project Location: Gering Junior High
- C. Owner: Gering Public Schools
- D. Architect: Baker & Associates/Studio 120 Architecture.
- E. Architect Project Number: 308-632-3123

1.2 BID LOCATION

- A. Gering Public Schools
1519 10th Street
Gering, Nebraska 69341

Date: June 15th, 2023
Time: 2:00 P.M. MST

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by March 1, 2024. There will be a \$200.00/day penalty for work not completed after March 1, 2024.

1.4 Bidder: PELTZ COMPANIES, INC.

1.5 BASE BID

- A. Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Baker & Associates Inc./Studio 120 Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. FIVE HUNDRED NINETY ONE THOUSAND⁰⁰⁰/₁₀₀ Dollars (\$ 591,000).

Above total is the sum of all totals in Attachment A (Lump sum bid)

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Bid amount above.

1. Twenty-nine thousand five hundred fifty Dollars (\$ 29,550⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.7 BIDDER'S ACKNOWLEDGEMENTS

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated _____.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.
- 4. Addendum No. 4, dated _____.

1.9 BIDDER'S REPRESENTATIONS

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and

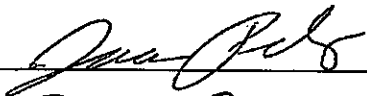
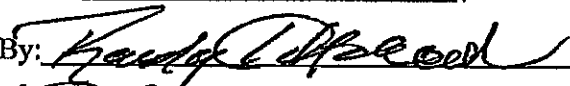
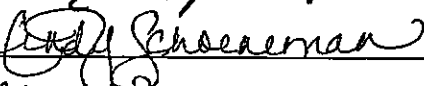
drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer/Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Document.

1.10 BID SUPPLEMENTS/BIDDER'S CHECKLIST

- A. The following shall be verified with any bid submittal.
 1. Required Bid Security attached to the Bid Form
 2. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
 3. Indicate on the Bid Form the Addenda received.
 4. Bid envelope showing name and address of the Bidder and Project being bid.
 5. Verify that that the Bidder can provide executed Performance Bond and Payment Bond.
 6. Verify that the Bidder can provide Certificates of Insurance in the amounts indicated.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this 15 day of JUNE, 2023
- B. Submitted By: PELTZ COMPANIES, INC. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: JAKE PELTZ (Type or print name).
- E. Title: VICE PRESIDENT (Owner/Partner/President/Vice President).
- F. Witness By:  (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Cindy Schoeneman (Type or print name).
- I. Title: Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 1016 FLACK AVE. PO BOX 612 ALLIANCE, NE
- K. City, State, Zip: ALLIANCE, NE 69301
- L. Phone: MAIN OFFICE (308) - 762 - 1768
- M. License No.: 29448-22
- N. Federal ID No.: 47-0596185 (Affix Corporate Seal Here).

FAMILY CONSTRUCTION LLC

ESTIMATE

1205 5TH STREET
MINATARE NE 69356

(308)2208732

CONTACT INFO

OMAR REYES

BILL TO

JUNIOR HIGH BLEACHER SEATS
GERING PUBLIC SCHOOLS

INVOICE #

DATE

6/12/2023

CUSTOMER ID

TERMS

65 BLEACHER SEATS

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
WILL QUOTE IT THE RIGHT WAY WHEN WE HAVE MESSUREMENTS			-
BLEACHERS SEAT COST AS COUNTED 65 SEATS AT 30' OR LITTE BIGGER			-
FOR THE TOTAL COST OF SEATS		\$34,600	\$42,600
LABOR TO DEMO 65 SEATS AND RE INSTALL NEW BLEACHER SEATS		\$33,600	\$38,600
WILL TAKE MORE TIME AS THEY ARE ATTACHED WELDED ON STEEL FRAME			-
			-
			-
THIS ESTIMATE IS A ROUGH QUOTE UNTIL WILL GET RIGH DEMENTIONS			-
			-
			-
		\$18,200.00	-
			-

Thank you for your business!

SUBTOTAL 81,200.00
TAX RATE 0.000%
TAX -
TOTAL \$ 81,200.00

If you have any questions about this Invoice, please contact

*deduct Materials
\$ 8,000
deduct
\$ 5,000*

2023-24



Gering Public Schools
Substitute Teacher Handbook



**Substitute
Handbook**

GERING

BULLDOGS

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

It is with a great deal of enthusiasm and deep, sincere appreciation that we welcome you as a valued part of the Bulldog Family!

As an education professional, there are many responsibilities that are oftentimes not known until a difficult situation arises. While the handbook serves as a source of information, the goal is to promote consistency among our schools, maintain continuity in the education process and establish clear communication. In the spirit of collaboration, never hesitate to reach out with questions!

Serving our community as a substitute is a wonderful opportunity to work with children and help them grow - Learners today, Leaders tomorrow! You will make indelible contributions to our school buildings, and the impact of your servitude will be lasting. It is our hope that your experience is successful and rewarding!

Committed to you,

308-436-3125 (office)
308-633-4376 (direct)

Scheduling Substitute Assignments

Gering Public Schools utilizes Unified Talent software (**SmartFind Express**) to manage employee absences and substitute assignments. To access the system, visit the **Staff Portal on the district's website** (www.geringschools.net).

An attempt is made to provide all active substitutes an opportunity to work as often as possible, however, teacher and principal requests for specific substitutes will be honored.

When a teacher has scheduled an absence in advance for such things as personal leave and coaching duties, the available dates will be displayed on the SmartFind Express dashboard. Substitutes may accept/schedule as many job assignments as desired in advance but should refrain from later canceling unless unavoidable circumstances arise.

Substitutes will likely receive regular phone calls between 6:00-7:30 a.m. and 6:00-8:30 p.m. for unexpected employee absences due to illness or family emergencies. **To avoid repeat calls, be sure to decline the assignment if you are unavailable.**

For your convenience, SmartFind Express does offer “Black Out” scheduling options to avoid unnecessary interruptions on days you are unavailable or when a temporary leave of absence is needed. Please contact Central Office for scheduling assistance at 308-436-3125.

Reporting For Duty

When reporting for a substitute assignment, immediately check in with the Building Secretary upon arrival. They will offer guidance and support as you familiarize yourself; consider them your own personal Bulldog Ambassador and be sure to treat them with a smile as they maintain “Grand Central Station!”

In the case of an emergent need for a substitute during the school day, the substitute may be asked to report on short notice. We realize having to report on short notice is inconvenient, but we do appreciate a substitute's willingness to accept such an assignment.

Substitute teachers should report 15 minutes before school starts and plan to stay 15 minutes after the school day or assignment ends. Planning periods are not guaranteed! Schedules for each building are provided within this handbook.

Dress Code

As a general rule of thumb, denim jeans are not acceptable, and business casual attire should be worn. Please check with the building administrator or supervisor for guidelines.

Identification Badges

Identification badges help staff and students recognize authorized individuals and increase school safety. Identification badges are to be worn by all Gering Public Schools employees when on duty, and are to be on full display at all times. Employees may either attach badges to a lanyard to be worn around the neck (breakaway lanyards suggested) or directly onto clothing using an alligator clip. The district will provide your preference upon request!

Pay Rate

As per Board Policy# 411.01, the daily rate of pay for substitute teachers is set by the Board of Education. **Effective August 1, 2023**, the rates of pay are as follows:

Days of Service / School Year	LOCAL Substitute Permits & Certified Nurses	CERTIFIED Substitutes	Substitute Secretaries & Paraprofessionals
1-30	\$145 / day	\$145 / day	\$12 / hour
31-60	\$145 / day	\$155 / day	
61+	\$145 / day	\$165 / day	

Long-term (continuous assignment) certified substitute teachers who are temporarily employed to provide substitute teaching services for an anticipated, planned period of time to exceed 30 working days. Beginning the sixteenth (16th) consecutive day in the same classroom, the per diem rate of pay will be 1/189 of the beginning teacher base salary.

All planned, continuous absences of contracted teachers must be known and approved by the Superintendent of Schools (or his/her designee) prior to the scheduling of a long-term substitute.

Substitute teachers do not have property rights to the position for which they are providing a service. They may be considered as candidates for the position for which they are substituting if the contracted employee is unable to return. However, in this event, the substitute teacher must meet all other hiring criteria in comparison to the other candidates for the position and are subject to approval by the Board of Education.

Payroll Procedures for Substitutes

All substitutes must complete the district's online employment application, successfully pass all pre-employment screenings and have licensure, if applicable, verified by the HR Coordinator (or his/her designee) prior to the first day of service.

Within the first 15-days of service, substitutes must complete the necessary orientation and/or employment paperwork. All documentation must be on file with the Central Office before payment for substituting can be made.

Please report all contact and/or direct deposit revisions to the district payroll administrator as soon as possible. Failure to do so may result in delayed processing of deposits or important payroll documents (IE. USPS mailed W2's).

Paychecks are issued on the **20th day of each month** for the preceding month's service days; a copy of the district's payroll schedule is enclosed for your reference. If you feel that you have not been paid for the correct number of service days or have questions regarding your rate of pay or deductions withheld (garnishments), please contact Central Office immediately at 308-436-3125 and ask to visit with the payroll administrator.

Early Release Pay

As a district, Gering Public Schools releases students early every Wednesday. Substitute teachers performing duties at any of our schools on these days will be paid for a full day.

Inclement Weather Conditions



The safety of our substitute teachers is a priority here at Gering Public Schools.

It is the substitute teacher's responsibility to monitor the district email address provided (Gmail) or listen to local news media regarding school closures.

If there is a full-day school closure due to inclement weather and you were scheduled to substitute, you will not receive compensation.

If, because of inclement weather, students and employees are dismissed early for the day, substitute teachers will be paid accordingly for the remainder of the day.





School Building Information

<p>Geil Elementary 436-2545</p>	<p>7:55 a.m. to 3:30 p.m. Early release on Wednesday at 2:15 p.m.</p>
<p>Lincoln Elementary 436-2350</p>	<p>7:55 a.m. to 3:23 p.m. Early release on Wednesday at 2:15 p.m.</p>
<p>Northfield Elementary 436-2545</p>	<p>7:55 a.m. to 3:30 p.m. Early release on Wednesday at 2:15 p.m.</p>
<p>Junior High 436-3123</p>	<p>8:00 a.m. to 3:24 p.m. Early release on Wednesday at 2:18 p.m.</p>
<p>High School 436-3121</p>	<p>8:00 a.m. to 3:35 p.m. Early release on Wednesday at 2:15 p.m.</p>
<p>Preschool 632-8670</p>	<p>Full Day Programs follow building schedule</p>
	<p>7:55 a.m. to 11:25 a.m. 12:00 a.m. - 3:35 p.m. (Half Day Programs) Monday – Tuesday – Thursday – Friday No PreK on Wed for HALF DAY ONLY!</p>
<p>Central Office 436-3125</p>	<p>8:00 a.m. to 4:30 p.m. (Monday - Thursday) 8:00 a.m. to 4:00 p.m. (Friday's)</p>

Substitute Teaching Eligibility

The following certifications/permits are issued by the Nebraska Department of Education. Any one of these would fulfill the district requirement for candidates seeking substitute teaching assignments. It is **YOUR RESPONSIBILITY** to maintain current licensure and to ensure that a copy of the certification is on file with the Central Office. Expiration dates are recorded within the SmartFind Express system, so failure to update information will result in temporary deactivation.

- 1) **Local Substitute Teaching Permit:** A permit that is valid for ninety (90) substitute-teaching days per school year only in the Nebraska school system requesting the issuance. Candidates can apply for more than one Local Substitute Permit with, application, and fee for each school district. **The permit expires on August 31st the third year following the year of issuance of the permit.**
- 2) **State Substitute Teaching Permit:** A teaching permit is valid in all Nebraska school systems, but persons holding such a permit may not teach more than ninety (90) teaching days in the same school assignment and only on a non-contractual basis. **The Substitute teaching permit expires on August 31st in the fifth year following the year of issuance.**
- 3) **Conditional Permits:** A Conditional Permit is most often issued while an applicant is waiting to receive a Praxis II Content passing score or fingerprint clearance. **A conditional permit shall be valid for up to one (1) year from the date of issuance.**
- 4) **Professional Teaching Certificate:** This certificate requires a master's degree in the applicant's content endorsed area, educational technology, SPED OR in curriculum and instruction. This certificate is valid for teaching in all Nebraska school systems. **The Professional teaching certificate expires on August 31st in the tenth year following the year of issuance.**
- 5) **Standard Teaching Certificate:** A certificate issued based upon two (2) consecutive years of teaching half-time or more, in the same school system in the past five years while holding a valid regular teaching certificate. **The Standard teaching certificate expires on August 31st in the fifth year following the year of issuance.**
- 6) **Temporary Teaching Certificate:** The Temporary certificate is given to a candidate who has not completed Human Relations Training. **A Temporary certificate expires six (6) months from the date of issuance and cannot be renewed.**

Newly Retired Teachers

Teachers who retired at the end of the last school year must be careful not to

jeopardize their retirement. It is the sole responsibility of the employee to protect their benefits. The following is a quote from the Nebraska Retirement System:

“A retiree who is asked to sub a day here and day there should not have a problem, but if that substitute work is for an employee who will be absent over a long period of time, a retiree could jeopardize his/her retirement benefits. An example would be if a retiree worked as a substitute for someone on medical leave or military call-up.”

The following guidelines were established by NPERS to help guide new retirees:

1. For the first **180-days** of the next school year, it is recommended that employees do not work on a “regular basis” for the school district.
2. During this same time, scheduling should not show a “pattern”

Long-term substitute opportunities should not be accepted until the **180-day** rule is met.

See link below regarding FAQ's for LB147

<https://npers.ne.gov/SelfService/public/otherInformation/legislation/LB147FAQ.pdf>

Professional Responsibilities and Relationships

Upon arrival, be sure to **review lesson plans** immediately and ask the Building Principal (or his/her designee) to clarify any points not understood. If you cannot find a teacher's lesson plans, notify the Building Principal (or his/her designee) immediately.

Substitute teachers will be **responsible for taking attendance** and should make this a priority at the beginning of their job assignments. Unless otherwise directed, the substitute teacher should perform all the work of the teacher absent including playground and other similar school-related tasks such as grading papers. There are **other things with which you will have to familiarize yourself** such as seating charts, special seating for assemblies, fire, and civil defense drill information, and instructions to follow in case of accident or illness of pupils.

The substitute will also be introduced to one of the regular teachers who may be of assistance whenever the principal is not available for consultation.

It is a mark of professional ethics for a substitute teacher to **refrain from criticizing the work of the regular teacher or the work of the school**. Obviously, the teacher's absence reflects an unusual condition that cannot be judged fairly on brief acquaintance. Furthermore, school regulations usually take on new meaning as the reasons for them become clear. Knowing this, the mature substitutes concern themselves mainly with their own contribution to a situation in which they were called upon to help.

A dignified, businesslike, sensitive, warm, and respectful attitude toward students usually merits the respect a teacher deserves. If there are students who become major discipline problems and/or disrupt the teaching atmosphere to the extent you cannot carry on your

duties, know the procedure to use in contacting the Building Principal to have the student removed. In all normal teaching situations, the substitute is expected to be able to handle the routine discipline problems and any other behavior exhibited by students.

When you leave the classroom at the end of the day, please see that it is in an orderly fashion, the windows are closed and locked, and the room is locked. You should make a brief written summary of each class session including any problems encountered, areas of study not adequately covered, assignments made – a general evaluation of what happened during that period.

Once your job assignment is completed, **check out with the school secretary**, letting her know anything that happened during the day that the principal should know.

These policies are general but very important, and they pertain to all Gering Public School buildings. Individual schools will also have more specific and detailed policies which you should know if you continue substituting.

- ✓ Substitute teachers are **NOT** to use school computers for personal reasons. Equipment is provided for official school business only. Accessing personal/home email accounts on school computers is classified as unauthorized use and could result in revocation of your Gering Public Schools substituting privileges.
- ✓ Substitutes are **NOT** to use personal cell phones (or any other personal communication devices) while supervising students. However, these devices may be used during lunch breaks, etc.
- ✓ Classroom materials and supplies should be used with discretion, properly cared for during the day, and left in an orderly fashion at the end of the day.
- ✓ All money collected in the classroom for any reason should be removed from the classroom as soon as possible and turned into the principal's office in accordance with building procedures.
- ✓ If a person not connected with the school wants information about a child or permission to take a child from the room, refer the person to the principal's office. Under no circumstances should a child be released without permission of the principal.
- ✓ In the event of major discipline problems, call the principal/assistant principal immediately. At no time should you ever administer corporal punishment.
- ✓ Students are not to be kept after school by a substitute without the principal's approval.
- ✓ All cases of accident or illness are to be reported immediately to the school office.
- ✓ Information concerning students, such as health information, etc., which may be confidential in nature, should be kept confidential by the substitute. Additionally, this information is not to be left out where others can view it, but returned immediately to the sub folder.

Substitute Teacher Tips

1) **Put together a substitute teacher bag.** It's a good idea to always be prepared when substitute teaching. Here are some things you can pack to bring to your substitute teaching jobs.

- * Water Bottle

- * Snacks

- *Stickers

- *Stress ball to pass around for a game

- * Sweater or jacket

- * Book

- * Extra pencils or pens

- * Cell phone (on but on silent mode)

- * Flash drive with PDF lesson plans, music, and educational videos

2) **Arrive early.** Try to arrive early on your first day, especially when you're substituting at a new school. Arriving early allows you to become familiar with the school, introduce yourself to the teachers in the neighboring classrooms and review the lesson plans left by the teacher for which you're substituting.

By Arriving early, you can also give yourself extra time to meet with the school administrators who can direct you to the classroom, show you where the lesson plans are located and inform you of schedule changes and other processes.

3) **Create a routine for the beginning of class.** You can create a routine that you can follow every time you enter a classroom. Make your plan fit your teaching style or subject and customize it for each teaching job if necessary. Here's a sample plan you can follow:

- *Introduce yourself and write your name on the board. You can use this time to share a bit about your personality by talking about your pets or telling a funny story.

- *Use and practice an attention-getter that you'll use throughout the class

*Take attendance. Make sure to smile and make eye contact with each student.

*Offer a game or activity at the end of the class to motivate students to behave.

- 4) **Be understanding.** Substitute teaching can be an enjoyable experience that allows you to interact with students and participate in various activities. However, some days may present more challenges than others, and remaining calm and making necessary adjustments can help the day run more smoothly. Practice an understanding of not just your own needs, but of the needs of your students. Keep in mind that having a substitute teacher is a change to the students' routines, too.

An effective method that many substitute teachers use to reduce the stress of changing routine is to share the day's schedule with their students. Preparing students for what's to come can make transitions between activities easier. You can also set aside time to speak with students individually should they need reassurance or assurance or assistance during this time.

- 5) **Use other teachers as a resource.** Getting to know the teachers in the neighboring classrooms can be helpful. Other teachers can answer questions about the schedule and school procedures and give you general advice on making your day successful. Some may suggest alternate activities or even loan you supplies.

- 6) **Maintain control of the classroom.** You may assume that students will behave the same way as they would with their regular teacher, but that won't always be the case. At the beginning of class, introduce yourself and learn each student's name. Set clear expectations for their behavior and work, and make sure they understand that your teaching methods and procedures may differ from those of their regular teacher. Here are some classroom management strategies you can use:

*Explain your behavior management system. You can inform them that you want to make your time together as positive and productive as possible and that their participation can play a role in that.

*Praise positive behavior. Depending on the grade level, you may reward good behavior with small prizes, stickers or treats.

*Use reward systems. Fun rewards like erasers and stickers or extra recess can be simple, yet motivating.

- 7) **Consider any special needs students.** Read the lesson plans that the regular teacher left for you and consider any students with special needs. These students may follow a modified schedule, which may include leaving the room to work with other teachers and the need for additional accommodations. Be

flexible and know how to adapt to the unique needs of each student.

8) **Have a backup plan.** Come with an open mindset and be ready for any situation in the classroom. Most teachers leave detailed lesson plans for substitute teachers to follow, but there may be situations where you require your own backup plan. For example, the teacher you're substituting for may have had an emergency and didn't have the time to put together a lesson plan or you may have completed an activity early and have a few extra minutes to fill.

9) **Have fun.** Even though substitute teaching may present new and potentially challenging situations, it's important to remember to have fun. Understand that not everything will always go as planned, so try to maintain a sense of humor and look for opportunities to make the day enjoyable for everyone.

An effective substitute teacher finds ways to positively engage with their students by getting to know them, introducing fun activities and keeping the overall mood of the classroom light-hearted and pleasant.

Drug-Free Schools and Workplaces

Gering Public Schools is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the district unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol. It is unlawful and, therefore, absolutely prohibited for any employee of the district to:

- ✓ Engage in the unlawful manufacturing, possession, use, or distribution of illicit drugs.
- ✓ Possess, use, or distribute alcohol on school premises.
- ✓ Be under the influence of illicit drugs and/or alcohol while directly supervising student activities off school property or as a part of any of the school's activities held on school property.

Inappropriate conduct outside the school environment may result in the termination of current, and/or disqualification from future employment with Gering Public Schools.

Smoke-Free Environment

It is the intent of the Board of Education to maintain a smoke-free environment within the Gering Public Schools. Our employees are one of the most valuable resources and in recognition of that, we promote the health, safety, and well-being of each individual.

Employees, substitutes, and visitors are expected to honor the non-smoking designation. Visitors will be asked to quit smoking or leave. Employees/Substitutes who violate this policy on smoking will be subject to the same disciplinary actions that accompany infractions of other school rules, up to and including termination.

NO Weapons Allowed at Gering Public Schools

While the State Legislature has passed a concealed handgun law, we want to remind you weapons are **NOT** permitted to be possessed in any of our schools, on school grounds, in a school-owned vehicle, or at a school-sponsored activity or athletic event.

Legal Aspects of Substituting

Supervision of Students: The substitute has a duty to keep children safe and orderly by a standard of reasonable professional judgment.

Due Care and Caution: A teacher is required to exercise due care and caution for the safety of the students in his/her charge. This means acting reasonably and with safety in mind, being able to explain circumstances and your actions, and following school safety policies and procedures.

Release of Children: Children should not be allowed to leave the building during the school day without expressed consent from the office.

Administering Medication: Medication should only be administered by the school nurse or other appropriate health personnel.

Confidentially: It is unprofessional and against the law to disclose confidential information about your students. Avoid comments about individual students that convey private information, i.e. grades, medical condition, learning or discipline problems, etc.

Anecdotal Records: Maintaining notes on particular incidents in the classroom can protect you from problematic situations. If you feel that a classroom occurrence might be questioned, note the date and time, the individuals involved, the choices for action considered, and actions taken.

Discipline Policies: The school district's policy is NO CORPORAL PUNISHMENT. When sending a student to the principal due to discipline matters, the substitute teacher maintains the duties of supervision and due care of both the individual child and the remainder of the class. Send a child to bring someone from the office to intervene, or have another teacher watch your class.

Dangerous Situations: A substitute teacher is responsible for making sure the learning environment is safe, such as the arrangement of desks so as not to block exits and proper supervision during the use of potentially dangerous classroom equipment. Planned activities in physical education, science, shop, or home economics class may be uncomfortable for the substitute teacher. In such cases, the substitute teacher may choose to do an alternative activity that they feel they can conduct safely. Notify the principal in advance if lesson plans are changed.

BLOODBORNE PATHOGENS

Hepatitis B (HBV): In the United States, approximately 300,000 people are infected with HBV annually. Of these cases, a small percentage is fatal.

“Hepatitis” means “inflammation of the liver”, and, as its name implies, Hepatitis B is a virus that infects the liver. While there are several different types of hepatitis, HBV is transmitted primarily through “blood to blood” contact. HBV initially causes inflammation of the liver, but it can lead to more serious conditions such as cirrhosis and liver cancer.

There is no “cure” or specific treatment for HBV, but many people who contract the disease will develop antibodies that help them get over the infection and protect them from getting it again. It is important to note that infection with HBV will not stop someone from getting another type of hepatitis.

The hepatitis B virus is very durable and can survive in dried blood for up to seven days. For this reason, this virus is the primary concern for custodians. Knowledge of bloodborne pathogens is an important factor for the safety of Gering Public School employees and its students.

Symptoms of HBV:

The symptoms of HBV are very much like a mild “flu”. Initially, there is a sense of fatigue, possible stomach pain, loss of appetite, and even nausea. As the disease continues to develop, jaundice (a distinct yellowing of the skin and eyes) and darkened urine will occur. However, people who are infected with HBV will often show no symptoms for some time. After exposure, it can take one to nine months before symptoms become noticeable. Loss of appetite and stomach pain, for example, commonly appears within 1-3 months but can occur as soon as two weeks or as long as 6-9 months after infection.

Transmission

Infected blood can enter your system through open sores, cuts, abrasions, acne, and any sort of damage or broken skin such as sunburn or blisters. Bloodborne pathogens may also be transmitted through the mucous membranes of the eyes, nose, and mouth.

Human Immunodeficiency Virus (HIV):

AIDS, or Acquired Immune Deficiency Syndrome, is caused by a virus called the Human Immuno-deficiency Virus or HIV. Once a person has been infected with HIV, it may be many years before AIDS actually develops. HIV attacks the body’s immune system weakening it so that it cannot fight other deadly diseases. AIDS is a fatal disease and while treatment for it is improving, there is no known cure.

Gering Public Schools custodians and employees who clean restrooms or assist with toileting procedures must be aware of HBV and HIV modes of transmission.

HIV is very fragile and will not survive very long outside of the human body. It is primarily of concern to employees providing first aid or medical care in situations involving fresh blood or other potentially infectious materials. It is estimated that the chances of contracting HIV in a workplace environment are only 0.4%. However, because it is such a devastating disease, all precautions must be taken to avoid exposure.

HIV infection essentially occurs in three broad stages. The first stage happens when a person is actually infected with HIV. After the initial infection, a person may show few or no signs of illness for many years. Eventually, in the second stage, an individual may begin to suffer swollen lymph glands or other lesser diseases which begin to take advantage of the body's weakened immune system. The second stage is believed to eventually lead to AIDS, the third and final stage. In this stage, the body becomes completely unable to fight off life-threatening diseases and infections. Symptoms of HIV infection can vary, but often include weakness, fever, sore throat, nausea, headaches, diarrhea, a white coating on the tongue, weight loss, and swollen lymph glands.

<p style="text-align: center;">Modes of Transmission</p> <p>HBV and HIV can be transmitted through</p> <ul style="list-style-type: none">✓ Sexual contact✓ Sharing of hypodermic needles✓ From mothers to their babies at or before birth✓ Accidental puncture from contaminated needles, broken glass, or other sharps✓ Contact between mucous membranes and infected body fluids such as saliva (in dental procedures) and any body fluid that is visibly contaminated with blood

Universal Precautions

Universal precautions are simple infection control measures that reduce the risk of transmission of bloodborne pathogens through exposure to blood or body fluids. Under the “universal precaution” principle, blood and body fluids from all persons should be considered as infected with HIV, regardless of the known or supposed status of a person. Infected blood can enter your system through open sores, cuts, abrasions, acne, and any sort of damage or broken skin such as sunburn or blisters. Bloodborne pathogens may also be transmitted through the mucous membranes of the eyes, nose, and mouth. Some infections that can be transmitted through contact with blood and body fluids include:

- HIV
- Strep Infections
- Syphilis
- Malaria
- Chicken Pox
- Herpes
- Blood infections
- Hepatitis A, B, C
- Pneumonia
- TB
- Measles
- Gastroenteritis-Salmonella and Shigella
- Urinary tract infections

Universal Precaution in School

For the most part, the use of universal precautions will consist of the use of gloves

when handling blood or body secretions. Make sure that you have gloves, available to you, and they should be worn when there is potential for mucous membrane, hand or skin contact with blood, body fluids containing visible blood, other body fluids, other potentially infectious material or items, and surfaces contaminated with these materials.



Gloves should be worn any time a provider (that is you):

- ✓ Has an open lesion on the hands
- ✓ Handles contaminated disposable items such as tissues, diapers, clothing, etc.
- ✓ Has any hand contact with blood or body fluids
- ✓ Especially when providing clean-up of body fluid spills such as vomit, blood, feces, urine, etc. when rendering first aid and diapering assistance

Remember to remove your soiled gloves and wash your hands before touching any cabinets, doorknobs or items other people may come in contact with.

Avoid accidental injuries by sharp items. Puncture-resistant containers marked with the biohazard symbol should be used for the disposal of used needles, syringes, and other sharp items. Red trash bags must be used and disposed of properly for any items containing blood or other body fluids.

Begin by attending to the injured person:

- ✓ Whenever blood and body fluids are present, a barrier (latex rubber gloves, thick layer of paper towels or cloth) should be used to minimize exposure of the attending person while the injury is cleaned and/or dressed.



Wear face protection (face shield) during procedures that are likely to generate droplets of blood or body fluid to prevent exposure to mucous membranes of the mouth, nose, and eyes.

- ✓ Wear protective body clothing when there is a potential for the splashing of blood or body fluids.
- ✓ Soiled clothes of the injured person must be bagged to be sent home.
- ✓ Place waste in a plastic bag for disposal.
- ✓ Remove gloves, dispose and secure in a plastic bag.
- ✓ Change clothing if another person's blood or body fluid gets onto your clothes.
- ✓ Immediately apply soap.
 - o Thoroughly wash hands with soap by rubbing hands together (avoid scrubbing hands).
 - o Pay particular attention to fingertips, nails, and jewelry.
 - o Rinse with fingers pointing downward.
 - o If running water and soap are not immediately available, a waterless antiseptic cleaner or moist towelette may be used until hands can be thoroughly washed (use of antiseptic cleaner or towelette is NOT a substitute for hand washing). WASH HANDS AS SOON AS POSSIBLE.

Clean and disinfect environmental surfaces:

- ✓ Whenever cleaning and disinfecting environmental surfaces in which blood and body fluids are present, a barrier (rubber utility gloves durable enough to withstand environmental cleaning and disinfecting, a thick layer of paper towels or cloth) should be placed between the blood and the attending person. Use disposable paper towels or other disposable materials to remove blood and body fluids.
- ✓ Disinfect the affected area(s) and cleaning tools with a commercial tuberculocidal disinfectant (mixed according to manufacturer's specifications) or bleach solution (approximately 1/4 cup of common household bleach per gallon of tap water, mixed fresh daily). The affected surface being disinfected should remain wet for several minutes.
- ✓ Secure all waste in a plastic bag for disposal.

Wash your hands:



- ✓ Before drinking or eating
- ✓ Before handling clean utensils, equipment, or food
- ✓ After going to the bathroom
- ✓ After contact with body secretions
- ✓ After handling any soiled diapers, garments, or equipment
- ✓ After caring for kids – especially those with any body secretion discharges

Protect Yourself from Contracting an Infectious Disease

- Avoid rubbing or touching your eyes.
- Refrain from kissing or being kissed.
- Use your own personal care items such as drinking glasses and utensils (unless shared items are properly cleaned).
- If you are working in an area where there is a reasonable likelihood of exposure, you should never eat, drink, smoke, apply cosmetics or lip balm or handle contact lenses.



Board of Education

2023-24 Meeting Schedule

Board Approval: ???????

	Regular Meeting	Special Meeting	Curriculum Personnel Committee	Facilities Finance Committee	Policy Committee
			Wiese Peters Trautman	Copsey Lacy Maser	Lacy Maser Wiese
	3rd Monday	4th Tuesday	1st Tuesday	1st Thursday	2nd Thursday
Aug 2023	8/21	8/29	8/1	8/3	8/10
Sept 2023	9/18	9/26	9/5	9/7	9/14
Oct 2023	10/16	10/24	10/3	10/5	10/12
Nov 2023	11/20	11/28	11/7	11/2	11/9
Dec 2023	12/18	TBD	12/5	12/7	12/14
Jan 2024	1/15	1/24	1/2	1/4	1/11
Feb 2024	2/19	2/27	2/6	2/1	2/8
March 2024	3/18	3/26	3/5	3/7	3/14
April 2024	4/15	4/23	4/2	4/4	4/11
May 2024	5/20	5/28	5/7	5/2	5/9
June 2024	6/17	6/25	6/4	6/6	6/13
July 2024	7/15	7/23	7/2	TBD	7/11
	*Sept is 2nd Monday (Budget Hearing) *Mar & Sept are hosted at GHS Freshmen Academy				

**POLICY 411.1R1
GERING PUBLIC SCHOOLS
GERING, NE**

SUBSTITUTE TEACHERS RATE OF PAY

As per Board Policy number 411.1, the daily rate of pay for substitute teachers is to be determined annually by the Board of Education. The rate of pay will be as follows:

Days of Service / School Year	LOCAL Substitute Permits & Certified Nurses	CERTIFIED Substitutes	Substitute Secretaries & Paraprofessionals
1-30	\$115 / day 145	\$135 / day \$145	
31-60	\$125 / day 145	\$145 / day \$155	\$10 / hour \$12
61+	\$135 / day 145	\$160 / day \$165	

Beginning the sixteenth (16th) consecutive day in the same classroom, the rate of pay will be 1/186 of the beginning teacher base salary.

In the event a substitute teacher, who is qualified for the position, teaches in the same teaching position for more than thirty (30) consecutive days, he/she may then be placed on the salary schedule for the remainder of time served.

Each substitute teacher must hold proper Nebraska certification. Continuous substitute teachers are substitute teachers who are temporarily employed to provide substitute teaching services for a teacher for an anticipated, planned period of time to exceed 30 working days. The planned absence of the contracted teacher must be known prior to the scheduling of the substitute teacher and be approved by the Superintendent or designee. In this event, the continuous substitute teacher will be paid on a per diem basis equivalent to his/her placement on the salary schedule beginning the first day of substitute teaching services. Continuous substitute teachers do not have property rights to the position for which they are providing a service. Continuous substitute teachers may be considered as candidates for the position for which they are substituting if the contracted employee is unable to return. However, in this event, the continuous substitute teacher must meet all other hiring criteria in comparison to other candidates for the position and is subject to approval by the Board of Education.

CONTINUED

POLICY 411.1R1
GERING PUBLIC SCHOOLS
GERING, NE

SUBSTITUTE TEACHERS RATE OF PAY

Cross Reference: Substitute Handbook

Approved 03/15/10 , 9/28/21 Reviewed 5/20/13, 11/28/16, 9/21, Revised 12/19/16,
9/28/21, 6/19/23

Dress Code

As a general rule of thumb, denim jeans are not acceptable, and business casual attire should be worn. Please check with the building administrator or supervisor for guidelines.

Identification Badges

Identification badges help staff and students recognize authorized individuals and increase school safety. Identification badges are to be worn by all Gering Public Schools employees when on duty, and are to be on full display at all times. Employees may either attach badges to a lanyard to be worn around the neck (breakaway lanyards suggested) or directly onto clothing using an alligator clip. The district will provide your preference upon request!

Pay Rate

As per Board Policy# 411.01, the daily rate of pay for substitute teachers is set by the Board of Education. **Effective August 1, 2022**, the rates of pay are as follows:

Days of Service / School Year	LOCAL Substitute Permits & Certified Nurses	CERTIFIED Substitutes	Substitute Secretaries & Paraprofessionals
1-30	\$125 / day	\$135 / day	\$10 / hour
31-60	\$135 / day	\$145 / day	
61+	\$135 / day	\$160 / day	

Long-term (continuous assignment) substitute teachers who are temporarily employed to provide substitute teaching services for an anticipated, planned period of time to exceed 30 working days. Beginning the sixteenth (16th) consecutive day in the same classroom, the per diem rate of pay will be 1/189 of the beginning teacher base salary.

All planned, continuous absences of contracted teachers must be known and approved by the Superintendent of Schools (or his/her designee) prior to the

scheduling of a long-term substitute.

Substitute teachers do not have property rights to the position for which they are providing a service. They may be considered as candidates for the position for which they are substituting if the contracted employee is unable to return. However, in this event, the substitute teacher must meet all other hiring criteria in comparison to the other candidates for the position and are subject to approval by the Board of Education.

INTERLOCAL AGREEMENT

Gering Public School's Use of City Council Chambers

COMES NOW the City of Gering, hereinafter referred to as "City" and Gering Public Schools (School District 79-0016), hereinafter referred to as "School," AND pursuant to laws of the State of Nebraska, allowing for interlocal agreements between public entities (Neb.Rev.Stat. § 13-801 et. seg.), agree as follows:

1. Use of Council Chambers: The City and School agree that the Gering School Board is allowed to use the City Council chambers on the premises of the City at 1025 "P" Street ("premises") on the following days and times:
 - A. Regular School Board meetings are held on the third (3rd) Monday of each month at 6:00 p.m. and;
 - B. Other meeting times needed by the School Board may be scheduled through the City Clerk ("other meetings") and;
 - C. All School Board meetings require a minimum of ~~five (5)~~ two (2) days notice prior to the meeting date.

The other meeting times referred to above may be subject to change. The School Board's use of the premises for other meetings is subject to the primary use by the City. If there is a conflict in schedules between City and School Board in regard to other meetings, the City's use of the premises shall take precedence.

2. Consideration: The School agrees to pay 25% of costs associated with upgrading any audio/visual equipment as needed. Including but not limited to: amplifier, microphones, TVs, cameras, etc. The City will give advance notice for budgeting purposes. Note: This will not include recording equipment. The City will be responsible for general maintenance of the equipment. ~~ten thousand dollars (\$10,000.00) toward the purchase of a new sound system in the City Council Chambers. The City will pay for the sound system, but allow the School to use that system.~~
3. Staffing, Security and Costs: The City will not charge the School for any utility costs related to the use of the City's premises. The City is not required to nor will it provide any staff for use of the building by the School. School shall make sure that the City building is locked and otherwise secured after the School's use. The School will check bathrooms prior to locking up to ensure no citizens are still inside the building. The School will ensure all equipment (amplifier, mics, recording devices) are turned off prior to leaving the building.

4. Term: This Agreement shall be for a ~~ten (10)~~ five (5) year term commencing on the 1st day of July, ~~2013~~ 2023, and ~~terminate the 30th day of June, 2023~~ will automatically renew for another five years unless either party delivers a 60-day advance notice, in writing, to the other party that it has decided to terminate the Agreement. ~~The Parties may agree to extend the term, subject to a new Agreement in writing.~~
5. Insurance: The School agrees to provide a Certificate of Insurance involving a general liability policy with a minimum limit of one million dollars (\$1,000,000.00) per occurrence, naming the City of Gering as an additional insured.
6. Property Damage: If any damage occurs to the premises, or if any repairs or replacement of property is required as a result of the School's use of the property, School will pay City for such damages, repairs, or replacements upon demand or request by the City.
7. Hold Harmless: The School agrees to hold the City harmless from any and all claims, demands for liability for injuries to or property damage arising out of the School's use of the property. The School further agrees to defend, indemnify and hold the City harmless from all claims, damages, losses and expenses arising out of or resulting from the use or occupancy of the premises. ~~To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney fees, which may arise in connection with the purpose herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.~~
8. School Responsibilities: The City is not responsible for the School's recorded meetings. The City is not responsible for providing security at the School's meetings unless advance notice is provided that a Police Presence is needed. If Police personnel are not available, the School will be responsible for provide its own security.
9. Equipment and live stream: The City and the School have access to technology equipment for live streaming meetings. The City is responsible for the live streaming equipment to ensure it is in working order.
10. Cancellation: ~~After the first five (5) years into the term of this Agreement, either the City or School may cancel this Agreement by sending the other Party one hundred twenty (120) days written notice of the intent to terminate.~~ Either party may terminate this Agreement with a 60-day advance notice, in writing.

11. Modifications: This Agreement constitutes the entire Agreement between City and School. No modifications can be made to this Agreement unless agreed to by the Parties and reduced to writing.

DATED this ____ day of _____, 2023

Signature page to follow.

FOR THE CITY OF GERING

GERING PUBLIC SCHOOLS
(SCHOOL DISTRICT 79-0016)

Kent E. Ewing, Mayor

Brian Copsey
Gering Board of Education President

ATTEST:

Kathy J. Welfl, City Clerk



Sixpence CCP Continuation Application

(to be completed and uploaded onto www.singasonqofsixpence.org by May 26, 2023)

Contact Information

Authorized Representative (NDE considers the Superintendent to be the Authorized Representative): Nicole Regan	Phone: 308-436-3125 Email: nregan@geringschools.net Fax:	
Mailing Address: 1519 10 th St.	City: Gering	Zip Code: 69341
Program Contact: Renee Miller	Phone: 308-365-3696 X2132 Email: rmiller@esu13.org Fax: 308-635--0680	
Mailing Address: 4215 Avenue I	City: Scottsbluff	Zip Code: 69361
Financial Contact: Shawn Shimp Address (if different from above):	Phone: 308-436-3125 Email: sshimp@geringschools.net Fax:	
Mailing Address: 1519 10 th St.	City: Gering	Zip Code: 69341

Letters of Agreements

Verify that all Letters of Agreements are being renewed and will be uploaded by July 31, 2023. Sixpence CCP Letter of Agreement and Mutual Expectations templates are available on www.singasonqofsixpence.org.

Coach Collaboration

Does the CCP coach collaborate with Step Up to Quality coach that may be coaching in the same programs? Yes/**No**
If yes, please identify:

If no, please tell me why not:

Our understanding is that 1 of our partners (a Veteran Partner from Cycle 1, not signing with Sixpence again) has had coaching from a Step Up to Quality Coach in the past, but we are unsure if that is still happening or what the frequency is as they have completed their 2nd rating.

Does the CCP coach participate with the Early Learning Connection Coach Consultant in their region? **Yes**/No
If yes, please identify:

Sam Fisher – a former CCP Coach is the new ELC-CC and is working with our other coaches currently and will continue through the next grant cycle.

If no, please tell me why not:



Sixpence CCP Year-End Report & Continuation Request

Complete the corresponding information about all your CCP Providers:

# of infants and toddlers on CCP waiting lists	23
# of infants and toddlers in Early Head Start	10
# of infants and toddlers in EDN	5
# of infants and toddlers referrals made to EDN	4
# of child care providers receiving Nebraskas T.E.A.C.H Scholarship this year	0
# of child care providers participating in Child Care WAGE\$ Nebraska	0
# of child care providers completing their CDA this year	1
# of child care providers completing their Associates Degree this year	1
# of child care providers completing their Bachelors Degree this year	1
# of child care providers/coaches/program coordinators participating in First Five Nebraska's Policy Leadership Academy this year	0
# of child care providers/coaches/program coordinators participating in Buffett Early Childhood Institute Early Childhood Workforce Leadership Cadre	0

 6 # CCPs participating in Child Care and Adult Food Program. If not participating, list reasons/barriers:

Those that have chosen to not participate in CACFP have all cited the same two reasons– the amount of time it takes to do the paperwork (and the strict timelines of completing that documentation) and the amount of reimbursement that you get (which is now not nearly enough to compete with the inflation we've experienced). These partners feel that the amount of time and work are not justified by the reimbursement amounts.

 2 # CCPs offering care more than 12 hrs./day, 5 days/wk.

All CCP Providers operate year-round (with exceptions for holidays, etc.) OR Other, describe:

CCP Program Staff (add boxes as needed)

Names of Program Coordinator AND Coaches	Position Title	FTE	Qualifications	Checked against NE registry?	Check if new hire since last report
Renee Miller	Program Coordinator	0.333	BS in Elem. Ed. And Early Childhood; MS in Curriculum and Instruction	yes	<input type="checkbox"/>
Dawn Terrell	Coach	0.82	Ass. Degree, BS, and MA in Early Childhood Education	yes	<input type="checkbox"/>
Kalyn Tisue	Coach	0.16 / 0.20	BS in Elementary Education	yes	<input type="checkbox"/>
Nici Johnson	Supervisor Mentor	0.05	BA in Special Education/ Communication Disorders; BA in English	yes	<input type="checkbox"/>

Explain any turnover:



Sixpence CCP Year-End Report & Continuation Request

Name of CCP owner/director	Type of program	Name of Program	Current Step Up to Quality Rating	Check if new to partnership since last report
JoAnn Golden	Center	Golden Child Development Center	4	<input type="checkbox"/>
Danielle Self	Center	Kids R Us	4	<input type="checkbox"/>
Chandra Brennan	Center	Blessed Beginnings	2	<input type="checkbox"/>
Jill Wilkins	Center	Kangaroo Court	2	<input type="checkbox"/>
Valerie Mendoza	Family Home	Kids Inc	1	<input type="checkbox"/>
Bertha Sayaloune	Family Home	Country Bear Daycare	5	<input type="checkbox"/>
Lisa Morlock	Family Home	A Mother's Touch	4	<input type="checkbox"/>
LeAnn Tarr	Family Home	LeAnn's Little Lambs	2	<input type="checkbox"/>

Explain any turnover or reasons why programs may not continue as partners in the next year:

Golden Child Development Center and Kids R Us were originally signed with our first cohort; after being with us for 7 years we need to make room in the budget for new partner programs— and these partners don't need us anymore— they continue to choose high quality everyday and are more than capable of continuing their journey to higher quality without us. We will continue to open training for them to attend for free as we are able to and our staff will of course, always be willing to have a conversation and share information that would be helpful to them.

Kangaroo Court and Kids Inc. will not be continuing with Sixpence after this year. Kangaroo Court has not yet completed rating (they are on an extended contract to complete, but this provider has indicated that she doesn't wish to continue with us after rating is done). Kids Inc. has not yet completed rating (they are on an extended contract to complete, but we will not be offering continued partnership due to lack of investment on the partner's part).



Sixpence CCP Year-End Report & Continuation Request

Program Updates (expand boxes as needed)

1. Describe how the Sixpence CCP Program collaborates with school, community and other statewide initiatives.

Sixpence Grant Staff are employed by Educational Service Unit #13; as employees, the staff members participate in the Unit Improvement Process as well as sit on various committees.

ESU 13 is the Head Start Grantee for the Central and Southern Panhandle and the two programs work closely, offering support to each other.

Sixpence operates as a sister initiative to Rooted in Relationships. The staff of both initiatives are cross-trained to meet providers where they are at with needs and the two braid funding and share resources when possible to ensure that as many programs as possible can benefit from coaching.

Sixpence Grant Staff work very closely with our region's Early Learning Connections Coordinator to promote training, share information with partners, and share knowledge as trainers for the region.

Sixpence Grant Staff participate on Regional Early Childhood Conference Planning Committees and if not on a committee often do promotion of the conferences as well as training for Friday sessions or break out sessions.

Several of our staff also participate on Core Teams for C4K in some of our Panhandle Communities.

Sixpence is part of the Systems of Care: Birth to Eight, a workgroup with the Panhandle Partnership. This group serves as an advisory committee for Sixpence and other Panhandle initiatives. This group is made up of many partners in EC panhandle systems work including Community Action organizations, Head Start grantees, Public Health, school district Sixpence home visiting programs, and UNL Extension to mention a few.

Our EC director participates on several state level committees to represent the west and support the greater systems work in the State.

2. Describe highlights and successes from the current program year.

For Providers

July, as always, was a pretty quiet month for our programs. We don't usually offer or engage in much Professional Development during this month as grant staff and providers need a break; they also often plan family vacations during this month. Coaching continued as per usual.

August through November was spent attending Learning Partner Events, the Western Nebraska Early Childhood Conference, working on obtaining a Step 2 if not already complete, and for some partners it was preparing for rating as they submitted before November 30, 2023 as to complete their rating on the old version of Step Up to Quality.

December is always a quiet month for grant staff and partner programs; coaches continue to coach and offer support, but we try to let partners have a break during this super busy season.

January through May was filled with Learning Partner Events, the Excellence in Early Childhood Conference, completing Step 2 requirements, for some partners, submitting for rating, and our Sixpence Graduation in May.

June is usually a quiet month for most partners; we tend to back off on the professional development in the summer



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months since programs are extra busy with their school-age kids back in their facilities.

Country Bear Daycare and A Mother's Touch completed their ratings and earned a Step 5 and Step 4 respectively. The owner of A Mother's Touch was only hoping for Step 3, so earning a Step 4 was a huge deal for her!

The owner of Country Bear Daycare loves Sixpence CCP and Rooted in Relationships (previous participant) so much that she is telling other early childhood professionals about the programs and what our staff can do to provide support.

For Grant Staff

As we near the end of Grant Year 7 we are currently serving 7 family home child care programs and 2 centers. Three family homes are Veteran Partners that will not be continuing after this year; the remaining 4 family homes and 2 centers are new partners for Cycle 2.

Grant Staff began meeting with our Coach Consultant (a former Sixpence Coach) who started the position in January 2023.

Coaches attended Sixpence CCP PC/Coach Quarterly Meetings and attended the ESU 13 Mid-Winter Conference.

Program Coordinator continued to attend the Systems of Care: 0-8 workgroup which serves as our Advisory Board, participated in Sixpence CCP PC/Coach Quarterly Meetings, the ESU 13 Mid-Winter Conference, the regional EC conferences and worked on the Core Team for Gering C4K. Each semester the program coordinator participates in the Western Nebraska Community College Early Childhood Education Advisory Board.

Our final professional development piece for this grant year is an early childhood retreat. Our team will be participating in a collaboration and planning retreat in June with the Head Start/Early Head Start Management team and the Early Development Network team. There will be collaboration amongst the departments and also time for team planning for the next year.

3. Describe challenges from the current year and how they were addressed.

This year we struggled with motivating some partner programs to move forward with completing training and then with completing rating. We are moving forward but some partners have been unable to leave COVID behind and get back to business as usual again.(See below for information on those who have not yet completed rating)

Challenges unrelated to CCP partners

Changes in center director in the middle of the 3 year Sixpence process. So much of rating relies on the director's education and completion of licensing requirements. When there is a change in directors, a program can go from rated all the way back to a 1. Unfortunately it is not uncommon for some directors to leave and that greatly impacts a programs ability to meet the 3 year deadline for rating. It would be great to problem solve how we might come up with a solution for this dilemma that we are often faced with as we work with various partner programs.



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4. If not already rated Step 3 or higher, describe the specific plan and timeline for the CCP(s) to submit their Rating Readiness Form to achieve at least a Step 3 within three years of signing their letter of agreement.

We had 3 partner programs that have not yet achieved their Step 3:

Kids Inc. has cited several personal issues as the reason why they haven't achieved their Step 2 and not yet submitted for rating. They have signed and extended contract to complete rating before the end of November 2023 and they have a plan in place to get their new director ready for Step 2 and then submission.

Kangaroo Court has not yet submitted for rating but has signed the extended contract, agreed to complete rating before the end of November 2023, but has chosen not to continue partnering once rating is complete. Frequent coach visit cancellations by the director has slowed this progress as well as the director not letting the coach into classrooms for a while after any new hire is made.

Blessed Beginnings was at a Step 2 when we began this grant year but then had a director change. The new director has worked tirelessly to meet Step 2 requirements, has now achieved a Step 2, and working incredibly hard to get ready for rating submission. They intend to continue to partner with Sixpence as a Veteran Partner in July 2023. We have not had them sign an extended contract because they would have been rated if they didn't have a director change and they plan to continue to partner.

*LeAnn's Little Lambs has not yet met their Step 3 but they are only in their 2nd year (they started in the middle of COVID so we extended the extra year to them as well). This program plans to submit in Fall 2023.

Program Plans (expand boxes as needed)

1. Describe your program plans for the upcoming year. What are the specific areas you will be focusing on?

CYCLE 2 PARTNERS (Veteran Partners as of July 2023)

For our new Veteran Partners we are planning offer coaching 1x a month, support as needed for those that choose to do rating again as they strive for the next level, limited access to some professional development funds, invitations to any trainings that we put on, and sharing of any information that would be helpful to them.

NEW PARTNERS (Starting in July 2023)

With this new cohort we will continue to use our train-coach-train model with our Learning Partner Events or LPE's (trainings that focus on the quality practices in Attachment C). We are trying something new with our LPE's for our child care center programs— we will be bringing the training to their center and will be opening the training to their whole staff. We can only financially support their lead infant/toddler teachers, but all of the assistants and even the preschool staff can get the free training hours (with the bonus for the director being that the whole staff is getting the same information).

We'll also be adding in a couple of Director only LPE's this year and incorporating some the Director pieces into the LPE's for our family home partners.

Materials and resources being purchased will be based on ERS or other observation results and the goals that are set based on the results. Financial supports for professional development such as our regional early childhood conferences will continue to be available.

We are also considering offering the Circle of Security Classroom training to our Veteran Partners. One of our coaches has been trained in the facilitation of this Classroom Edition and should funding and case load allow it, we'd like to be able to offer the training and a stipend for providers who participate in the course.



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2. What do you see as the biggest need for the childcare providers you serve?

Many providers struggle with the reimbursement guidelines for Title XX Child Care Subsidy. The expanded eligibility is great, but if it ever goes back down there will be families that may no longer be able to afford child care tuition. Also, the reimbursement based on attendance instead of enrollment is also a big struggle. Our current partners note this, but we also had to turn away at least 1 potential new partner because they simply can't cash flow their business if they take subsidy kids because of the attendance reimbursement policy.

CACFP reimbursements are no longer adequately covering food costs. With all of the inflation that took place over the last year or so, programs are struggling with food cost even with the reimbursement from CACFP. Which means that early childhood professionals are either taking a loss or having to raise tuition to offset the increased food costs.

Fingerprinting processing times are unacceptable and are causing programs many problems with following licensing regulations as far as having all staff being DHHS eligible. If programs wait on the fingerprinting to be processed they may lose the staff to another job, or may have to turn families away because they don't have enough staff to stay in ratio, and if they have to take less kids they may have fire other staff or close their doors because they can't cash flow. Neither of those outcomes are good for the field or for the children and families being served. The fingerprinting requirement in and of itself is not a bad thing, however, it could become very expensive for child care programs which is unfair, but it could also become very punitive when it isn't the fault of the child care programs that there is not an adequate infrastructure in place to handle all of the processing necessary.

We also see that wages will be an issue for child care centers and FCCH 2's that have staff— minimum wage is going up and in order to keep their well-trained and education staff they will need to find the dollars to fund salary increases for them as well as the larger salary for newly hired staff. The increased costs can only be passed on to consumers to a certain extent. (The cost model calculator and an increased investment from DHHS to further subsidize these businesses – hopefully something like what happened in New Mexico– could make a world of difference.) Child Care Centers and Family Homes can't wait forever for this help– the \$15/hr minimum wage is coming fast.

3. If additional funding were available, what needs do you have? Describe specifically your budget category and amount needed.

Over the last 7 years, much has changed for our Sixpence programs. Maintaining almost all staff has brought about increases in salary and benefits packages and increase in cost of living have necessitated increases larger than prior years. This year our ESU gave all staff an overall package increase of 4.5% whereas in years prior it had typically been 2% and they have attempted to save staff money by raising the health insurance deductible from \$650 to \$1050 to keep premiums down.

Mileage reimbursement rates are good for employees using their vehicles, but hard on grant budgets, and with a region that serves 14000 square miles, our mileage reimbursement has been difficult to budget for.

We have also worked this year to get our reimbursement rates for provider time up to match the increase in minimum wage. We have our rate for the next 3 year cycle set at \$14 per hour.

All of these things have impacted our budgets. Once we know exactly how our partnering programs shake out, we will know better what our actual costs will be and we'll see where or if we will need to cut corners on other things we have been able to provide in past years. In addition, having a 4 year cycle with COVID in the middle has not given us a "typical" spending year since 2018-19. Any increase in our budgets would allow us to offer more support for our partnering programs while fighting increasing costs. Thank you for considering this!



Sixpence CCP Year-End Report & Continuation Request

Budget & Narrative

Complete Sixpence operating budget for the 2023-24 CCP program based on the approved allocated amount using the attached template provided. There is a sample operational budget that can be used for reference. Please consult Deb Reiman and/or the Sixpence Budget and Allowable Expenses Guidance available on the Resource Library tab at www.singasonofsixpence.org.

X Verify that the operating Budget are included with this report. Based on the approved allocated amount.

Renee Miller
Renee Miller (May 31, 2023 09:04 MDT)

Program Coordinator

5/31/23

Sixpence CCP Program Representative
(person completing this report)

Title

Date

Nicole A. Regan

Superintendent

5/31/23

School District Representative
(if signature above is not from the school district)

Title

Date









2023 GERING CCP Continuation Application .docx-2

Final Audit Report

2023-05-31

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CATEGORY I (16% - 20%)

Senior High Pep Band/Marching Band
Senior High Vocal/Musical
Senior High Head Varsity Football
Senior High Head Varsity Basketball (Boys & Girls)
Senior High Head Wrestling
Senior High Head Varsity Volleyball
Senior High Head Varsity Track (Boys & Girls)
Senior High Speech
Senior High Head Varsity Softball
Senior High Head Varsity Soccer (Boys & Girls)
Assistant Athletic Director

CATEGORY II (9%-14%)

Senior High Assistant Varsity Football
Senior High Assistant Varsity Volleyball
Senior High Assistant Varsity Basketball (Boys & Girls)
Senior High Assistant Varsity Wrestling (Boys + Girls)
Senior High Assistant Swimming (Boys/Girls)
Senior High Assistant Varsity Track (Boys & Girls)
Senior High Assistant Speech
Senior High Head Spirit Squad Sponsor
Senior High Varsity Golf (Boys & Girls)
Senior High Varsity Cross Country Coordinator
Senior High Assistant Varsity Softball
Senior High Assistant Varsity Soccer (Boys & Girls)
Senior High Varsity Tennis (Boys & Girls)
DECA
Freshman Head Football
Freshman Head Basketball (Boys & Girls)
Freshman Head Volleyball
Senior High Head Dance Team Sponsor
Head High School One Act Play
HOSA
FFA
Skills USA

CATEGORY III (6.5%-9%)

Summer Band Instructor Summer Weight Coordinator
Senior High Assistant Pep Band/Marching Band
Junior High Summer Band Instructor
Senior High Assistant Spirit Squad Sponsor
Senior High Yearbook Sponsor
Assistant High School Vocal/Musical Director
Assistant High School One Act Play
Senior High Varsity Cross Country
Senior High Assistant Tennis (Girls/Boys)
Senior High Assistant Golf (Girls/Boys)

CATEGORY IV (4.5%-6.5%)

Junior High Head Football
Junior High Head Volleyball
Junior High Head Basketball (Boys & Girls)
Junior High Head Track (Boys & Girls)
Junior High Head Wrestling
Freshmen Assistant Football
After-School Weight Coordinator, Fall
After-School Weight Coordinator, Winter
After-School Weight Coordinator, Spring

CATEGORY V (4%-6%)

Junior High Assistant Football
Junior High Assistant Basketball (Boys & Girls)
Junior High Assistant Track (Boys & Girls)
Junior High Assistant Wrestling (Boys & Girls)
Junior High Assistant Volleyball
Junior High Student Council Sponsor
(2) Senior High Student Council Sponsors
(2) Senior High Concessions Sponsors
Senior High Mock Trial
Freshman Speech
Freshman STUCO

CATEGORY VI (2.5%-4.5%)

Senior/Junior Class Sponsor
Junior High Yearbook Sponsor
Junior High Cheerleader Sponsor
FBLA
FCCLA
Junior High Quiz Bowl, 7th Grade
Junior High Quiz Bowl, 8th Grade
Junior High One Act Play
Junior High C Team Coach
Math Club
Math Counts
Junior High Soccer (Boys/Girls)

CATEGORY VII (1%-2%)

Junior High National Honor Society
Freshman Clowns
Junior High Clowns
Senior High Clowns
Junior High Reach
Senior High Reach
Junior High Intramural Coordinator
Senior High Intramural Coordinator
Senior High National Honor Society
Foreign Language Clubs—German, Spanish

Senior High G Club
Senior High GGAA
Interact
Senior High Key Club
Junior High Builders Club
Leo Club

**POLICY 504.20
GERING PUBLIC SCHOOLS
GERING, NE**

BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and, therefore, prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for long-term suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference: Neb. Statute 79-254 et seq. (Student Discipline Act)

Cross Reference: 505 Student Discipline

Approved: 05/17/2010 Reviewed 06/23/2014, 07/17/2017, 08/20/2018, 7/20/2020
Revised _____