

## **Regular Board of Education Meeting**

Monday, December 18, 2023 6:00 PM

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



# **Agenda**

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

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

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

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

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*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. Excuse Absent Board Member(s)

2.4. Pledge of Allegiance

2.5. Open Meetings Act

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

Notice of this meeting was published in the Gering Courier on Saturday, December 16, 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. Approval of Claims/Bills

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.ii. Second Reading of Board Policies

3.3.ii.1. **505.3** SUSPENSION OF STUDENTS

3.3.ii.2. **902.6** DESIGN-BUILD SCHOOL CONSTRUCTION  
ALTERNATIVE

3.3.ii.3. **903.1** SECURITY

3.3.ii.4. **903.2** ACCESS TO BUILDINGS

3.3.ii.5. **903.3** MAINTENANCE SCHEDULE

3.3.ii.6. **903.4** REQUESTS FOR IMPROVEMENTS

3.3.ii.7. **903.6** BUILDINGS AND GROUNDS-RECORDS AND  
REPORTS

3.3.ii.8. **903.7** TRAFFIC AND PARKING PROCEDURES

3.3.ii.9. **903.8 VANDALISM**

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.i.1. **Alexandria Gustafson, GHS English Teacher for the 2024-2025 school year.**

3.4.i.2. **Colby Elliott, GHS Math Teacher for the 2024-2025 school year.**

3.4.ii. Certified Staff Resignation(s)

3.4.ii.1. **Virginia Deam-Neil, GMS Physical Education teacher for the 2023-2024 school year.**

3.4.iii. Approval of Early Graduation Request from **Andres Casas (2024-2025 school year)**

4. **Reports and Discussions**

4.1. Student Recognitions

4.1.i. **GHS Cheer & POMS All-American**

4.1.ii. **GHS Mock Trial Team & Coaches**

4.2. Employee Recognition: "Bulldogs Going Beyond"

4.2.i. **Lindsey Ferguson, Activities Secretary @ GHS**

4.3. Board Committee Report: Curriculum & Personnel

4.4. Board Committee Report: Finance & Facilities

4.4.i. Monthly Finance Summary Report

4.5. Superintendent's Report

5. **Enter into Executive Session for the sole purpose of discussing personnel matters to prevent needless injury to the reputation of an individual if deemed necessary.**

6. **Reconvene from the Executive Session.**

7. **Any action deemed necessary as a result of the Executive Session discussion.**

8. **Patron Comments**

9. **Action Items**

9.1. Discuss, consider, and take action regarding the approval of the JAG (JOBS for America's Graduates) program for the district.

9.2. Discuss, consider, and take action regarding the review and approval of the Superintendents' 2023-2024 school year evaluation.

9.3. Discuss, consider, and take action regarding the annual review and approval of the Superintendents' 2024-2025 school year contract and salary.

10. **Board Comments**

10.1. Tentative Upcoming Board Meeting/Event Dates

**Future Board Meetings**

Special Meeting: NO SPECIAL BOARD MEETING FOR DECEMBER

Regular Meeting: Mon, Jan 15, 2024 @ 6:00 p.m. (City Council Chambers)

Special Meeting: Tues, Jan 23, 2024 @ 12:00 p.m. (Central Office)

**Tentative Committee Meeting Dates:**

Personnel & Curriculum Committee: Mon, Jan 8, 2024 @ 7:00 a.m. (Central Office)

Policy Review Committee: Thurs Jan 11, 2024 @ 4:00 p.m. (Central Office)

Finance & Facilities Committee: Thurs, Jan 4, 2024 @ 4:30 p.m. (Central Office)

**Upcoming Event Highlights:**

LINKS Graduation December 19, @ 6:00 p.m. (GHS Auditorium)

Early release December 20 @ 11:30 a.m.

No school for students December 21, 2023 - January 4, 2024

School resumes January 5, 2024

**HAVE A VERY MERRY CHRISTMAS!!!**

11. **Adjourn**

## Regular Board of Education Meeting

Monday, November 20, 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, B.J. Peters, **Present:** Brian Copsey, John Maser, Greg Trautman, Tracy Wiese.

### 2. Opening Procedures

#### 2.1. Call to Order

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

#### 2.2. Roll Call

#### 2.3. Pledge of Allegiance

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

#### 3.1. October 2023 Claims Payable

Fund Amount

01 \$512,494.41

03 \$3,302.79

05 \$42,125.68

06 \$118,290.62

08 \$2,693.00

09 \$8,188.80

Fund Totals: \$687,095.30

#### 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. **505.3** SUSPENSION OF STUDENTS (adding language for the exceptions for Pre-K through second grade students)

3.3.i.2. **902.6** DESIGN-BUILD SCHOOL CONSTRUCTION ALTERNATIVE

3.3.i.3. **903.1** SECURITY

3.3.i.4. **903.2** ACCESS TO BUILDINGS

3.3.i.5. **903.3** MAINTENANCE SCHEDULE

3.3.i.6. **903.4** REQUESTS FOR IMPROVEMENTS

3.3.i.7. **903.6** BUILDINGS AND GROUNDS-RECORDS AND REPORTS

3.3.i.8. **903.7** TRAFFIC AND PARKING PROCEDURES

3.3.i.9. **903.8** VANDALISM

3.3.ii. Second Reading of Board Policies

3.3.ii.1. **NEW POLICY**

**604.16** USE OF ARTIFICIAL INTELLIGENCE IN THE SCHOOL

3.3.ii.2. **901** OBJECTIVES OF BUILDING SITES

3.3.ii.3. **902.1** BUILDING & SITES LONG RANGE PLANNING

3.3.ii.4. **902.2** CONSTRUCTION PLANS AND SPECIFICATIONS

3.3.ii.5. **902.3** SITE ACQUISITION

3.3.ii.6. **902.4** BIDS AND AWARDS FOR CONSTRUCTION CONTRACTS

3.3.ii.7. **902.5** CONSTRUCTION MANAGEMENT AT RISK SCHOOL CONSTRUCTION ALTERNATIVE

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s)

#### **4. Reports and Discussions**

##### **4.1. Student Recognitions:**

Gering XC Medalist - 10th Place Axton Stone  
NMEA All-State Band - Zephaniah Henderson  
NMEA All-State Choir - Aaron Sabala  
National Merit Commendation - Guri Hayer  
DECA

4.2. Employee Recognition: "Bulldogs Going Beyond"

##### **4.2.i. Matt Janecek, Geil Elementary School Counselor**

Congrats to Mr. Janecek for being chosen for the BGB!

4.3. Building Report: **Gering Middle School**

Thank you GMS, and students for such a great presentation this evening! It is always great seeing what is happening in all of our buildings.

4.4. Board Committee Report: Curriculum & Personnel

Tracy Wiese- Attendance data was discussed as well as admin, coaching, and teacher clarity.

4.5. Board Committee Report: Finance & Facilities

Brian Copsey- A/P listing review looked good. A meeting with Jack Baker was held to prioritize the needs of all facilities. The GHS construction house has also closed.

4.5.i. Monthly Finance Summary Report

4.6. Superintendent's Report

Dr. Regan will complete her self-evaluation and will have it available for Board Members to review.

**5. Patron Comments**

**6. Discuss, consider, and take action to adopt the Nebraska Association of School Board (NASB) superintendent evaluation tool for Gering Public Schools.**

A motion to adopt the Nebraska Association of School Board (NASB) superintendent evaluation tool for GPS. was presented by Tracy Wiese, seconded by John Maser. After voting, motion Passed.

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

**7. Board Comments**

John Maser-Great to have all the kids here tonight, and he personally, had a great time at the NASB conference in Omaha.

Tracy Wiese- It was a great experience to attend the NASB conference in Omaha, and enjoyed seeing how other BOEs operate.

Greg Trautman- It was great seeing all the people at the meeting tonight, and he has had a great experience serving on the BOE.

Brian Copsey- I am going to echo what everyone else has stated this evening, and it is great to see students excited about school!

7.1. Tentative Upcoming Board Meeting/Event Dates

**8. Adjourn**

The meeting was adjourned at 7:34 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

## LB 705 Suspension PK - 2nd Grade

### Sec. 60.

(1) Except as provided in subsection (2) of this section, an elementary school shall not suspend a student in pre-kindergarten through second grade. Each school district shall develop a policy to implement this section which shall include disciplinary measures inside the school as an alternative to suspension.

(2) An elementary school may suspend a student in pre-kindergarten through second grade if such student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event.

### From Gretna's Policy 5101

- Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

### From Crete Policy 5101

- Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

### From Hastings Policy 505.03

Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

**POLICY 902.6  
GERING PUBLIC SCHOOLS  
GERING, NE**

**DESIGN-BUILD SCHOOL CONSTRUCTION ALTERNATIVE**

The school district adopts this policy in the event it resolves to use the design-build construction process. Prior to using the design-build process on a specific construction project, the school district shall contact the State Department of Education to determine the current eligibility of the proposed project under limitations established by the Nebraska Schools Construction Alternatives Act. The Board shall then adopt such a resolution by a seventy-five percent affirmative vote.

The Board shall utilize this policy to evaluate, select and contract with a design-build firm for the delivery of design and construction services.

**Definitions**

- 100 Design-build contract means a contract which is subject to qualification-based selection between a school district and a design-builder to furnish (a) architectural, engineering, and related design services for a project under this policy and (b) labor, materials, supplies, equipment, and construction services for a project under this policy;
- 101 Design-builder means the legal entity which proposes to enter into a design-build contract which is subject to qualification-based selection under this policy;
- 102 Letter of interest means a statement indicating interest to enter into a design-build contract for a project under this policy;
- 103 Performance-criteria developer means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act who is selected by a school district to assist the school district in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of the construction under a designbuild contract to determine adherence to the performance criteria, and any additional services requested by the school district to represent its interests in relation to a project;
- 104 Project performance criteria means the performance requirements of the project suitable to allow the design-builder to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project;

105 Proposal means an offer in response to a request for proposals by a design-builder to enter into a design-build contract for a project pursuant under this policy;

106 Qualification-based selection process means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;

107 Request for letters of interest means the documentation or publication by which the school district solicits letters of interest;

108 Request for proposals means the documentation by which the school district solicits proposals.

### **Procedural Regulations**

The Board directs the superintendent to promulgate regulations detailing the following procedures:

1. Procedures for selecting and hiring on its behalf a performance-criteria developer when soliciting and executing a design-build contract. The procedures shall be consistent with the Nebraska Consultants' Competitive Negotiation Act and shall provide that the performance-criteria developer is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as performance-criteria developer and is not employed by or does not have a financial or other interest in a design-builder or construction manager who will submit a proposal;
2. Procedures and standards to be used to prequalify design-builders. The procedures and standards shall provide that the school district will evaluate prospective design-builders based on the information submitted to the school district in response to a request for letters of interest and will select design-builders who are prequalified and consequently eligible to respond to the request for proposals;
3. Procedures for the preparation and content of requests for proposals;
4. Procedures for preparing and submitting proposals;
5. Procedures for evaluating proposals;
6. Procedures for negotiations between the school district and the design-builders submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
7. Procedures for filing and acting on formal protests relating to the solicitation or execution of design-build contracts; and
8. Procedures for the evaluation of construction under a design-build contract by the performance-criteria developer to determine adherence to the performance criteria.

### **Letters of Interest**

The school district shall prepare a request for letters of interest for design-build proposals and shall prequalify design-builders in accordance with this section. The request for letters of interest shall describe the project in sufficient detail to permit a design-builder to submit a letter of interest.

The request for letters of interest shall be (a) published in a newspaper of general circulation within the school district at least thirty days prior to the deadline for receiving letters of interest and (b) sent by first-class mail to any design-builder upon request.

Letters of interest shall be reviewed by the school district in consultation with the performance-criteria developer. The school district shall select prospective design-builders in accordance with the procedures described above. The school district shall select at least three prospective design-builders except that if only two design-builders have submitted letters of interest, the school district shall select at least two prospective design-builders. The selected design-builders shall then be considered prequalified and eligible to receive requests for proposals.

### **Requests for Proposals**

The school district shall prepare a request for proposals for each design-build contract. Notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education at least thirty days prior to the deadline for receiving and opening proposals.

The request for proposals shall be sent only to the design-builders selected under the prequalification procedures of this policy.

The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the design-build contract;
2. Policies adopted by the school district governing the design-build process;
1. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The proposed terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding. The proposed general terms and conditions shall be consistent with the standard model general terms and conditions issued by one of the following:
  - a) The American Institute of Architects (AIA);
  - b) The Engineer's Joint Contract Documents Committee (EJCOC);
  - c) The Association of General Contractors of America (AGC); or
  - d) The Design-Build Institute of America (DBIA).
1. A project statement which contains information about the scope and nature of the project;
2. Project performance criteria
3. Budget parameters for the project;
4. Any bonds and insurance required by law or as may be additionally required by the school district;
5. The criteria for evaluation of proposals and the relative weight of each criterion;
6. A requirement that the design-builder provide a written statement of the design-builder's proposed approach to the design and construction of the project,

which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

7. A requirement that the design-builder agree to the following conditions:
  - (a) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
  - (b) At the time of the design-build offering, the design-builder will furnish to the school Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
  - (c) The architect or engineer engaged by the designbuilder to perform the architectural or engineering work with respect to the designbuild project will have direct supervision of such work and may not be removed by the designbuilder prior to the completion of the project without the written consent of the school Board;
  - (d) A design-builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (i) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (ii) submit proof of sufficient professional liability insurance; and
  - (e) The rendering of architectural or engineering services by a licensed architect or engineer employed by the design-builder will conform to the Engineers and Architects Regulation Act and the Nebraska Schools Construction Alternatives Act; and
- a) Other information which the school district chooses to require.

#### **Receiving and Evaluating Proposals**

Design-builders shall submit proposals as required by the request for proposals. The school district may only proceed to negotiate and enter into a design-build contract if there are at least two proposals from prequalified design-builders.

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.

Proposals may be withdrawn at any time prior to acceptance. The school district shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Nebraska Schools Construction Alternatives Act. The school district may then solicit new proposals using the same or different project performance criteria.

The school district shall rank in order of preference the design-builders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

### **Selection Committee**

In evaluating proposals, the district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the Board and shall include the following:

1. members of the school Board;
2. members of the school administration or staff;
3. the performance-criteria developer;
4. any person chosen by the Board for providing special expertise relevant to selection of a design-builder under the Nebraska Schools Construction Alternatives Act; and
5. a resident of the school district not included in the four preceding subdivisions.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the school district or the performance-criteria developer.

The selection committee and the Board shall evaluate proposals taking into consideration the criteria enumerated below when applicable, with the maximum percentage of total points for evaluation which may be assigned to each as shown:

1. The financial resources of the design-builder to complete the project, ten percent;
2. The ability of the proposed personnel of the design-builder to perform, thirty percent;
3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder, thirty percent;
4. The quality of performance on previous projects, thirty percent;
5. The ability of the design-builder to perform within the time specified, thirty percent;
6. The previous and existing compliance of the design-builder with laws relating to the contract, ten percent; and
7. Such other information as may be secured having a bearing on the selection, twenty percent.

The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings.

The committee shall appoint a Board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office.

**Contract Negotiations**

The school district may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the school district and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor. If the school district is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the school district may terminate negotiations with that design-builder.

The school district may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations. If the school district is unable to negotiate a satisfactory contract with the second highest ranked design-builder, the school district may undertake negotiations with the third highest ranked design-builder, if any, and may enter into a design-build contract after negotiations.

The school district shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the department.

If the school district is unable to negotiate a satisfactory contract with any of the ranked design-builders, the school district may either revise the request for proposals and solicit new proposals or cancel the design-build process.

**Final Contracts**

The design-build contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the design-builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

The design-build contract shall not be used for a construction project with locations on parcels of land which are not contiguous except for specialty maintenance projects.

Legal Reference:       Neb. Statute 79-2001 to 2015  
                                  81-1701 et seq.  
                                  84-712

Cross Reference:       1006.01 Community Use of School District Buildings, Sites and  
                                  Equipment

**POLICY 903.1  
GERING PUBLIC SCHOOLS  
GERING, NE**

**SECURITY**

The Board encourages cooperation with local law enforcement and fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect the district's investment in its physical plant.

Buildings constitute one of the greatest capital investments of the district and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing campus boundaries and access points.

A key control system shall be established and maintained limiting building access to district personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate. A security guard may be employed when special events or activities are scheduled, or in situations involving special risks.

The superintendent is directed to establish regulations as may be needed to provide for security of buildings and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to school property from any cause shall be reported to the office of the superintendent and to the appropriate law enforcement agency as soon as discovered. A timely written report of the incident shall be made and forwarded to the superintendent's office.

Cross Reference: 404.03 Employees' Personal Security and Safety

**Approved 01/19/04**

**Reviewed 8/26/13**

**Revised**

**POLICY 903.2**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**ACCESS TO BUILDINGS**

Security for district buildings and grounds (during regular school hours as well as non-school hours) contributes to the well being and safety of students and staff as well as to that of the sites themselves.

The superintendent will control access to district buildings as appropriate and necessary to protect property, students and personnel.

Principals will control access to school buildings and will provide safeguards against unauthorized access to these buildings. Each principal, with the superintendent's approval, will develop regulations designed to control the use of building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. At the principal's discretion, this may not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings and grounds outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

**Approved 01/19/04**

**Reviewed 8/26/13**

**Revised**

**POLICY 903.3  
GERING PUBLIC SCHOOLS  
GERING, NE**

**MAINTENANCE SCHEDULE**

The school district buildings and sites, including the grounds, buildings and equipment, will be kept clean and in good repair. Employees should notify the building principal when facilities are in need of repair or the removal of litter or graffiti.

It shall be the responsibility of the superintendent or his/her designee to maintain the school district buildings and sites. As part of this responsibility, a maintenance schedule shall be created and adhered to in compliance with this policy.

Cross Reference: 504.07 Care of School Property and Vandalism  
504.09 Student Lockers

**Approved 01/19/04**

**Reviewed 8/26/13**

**Revised**

**POLICY 903.4  
GERING PUBLIC SCHOOLS  
GERING, NE**

**REQUESTS FOR IMPROVEMENTS**

Generally, except for emergency situations, requests for improvements or repairs shall be made to the superintendent by building principals and the head custodian. Requirements for requests outlined in the district's maintenance procedures shall be followed.

. The Superintendent shall have the authority to authorize purchases in a manner consistent with the purchasing procedures outlines in Policy 706.01 Routine maintenance and repairs outlined in the maintenance schedule shall be followed.

Cross Reference: 706.01 Purchasing Procedures

**Approved 01/19/04**

**Reviewed 8/26/13**

**Revised**

**POLICY 903.6  
GERING PUBLIC SCHOOLS  
GERING, NE**

**BUILDINGS AND GROUNDS — RECORDS AND REPORTS**

Losses incurred through fire, theft, accident or vandalism will be reported to the business manager as soon as they are discovered. The business manager may report such losses to an appropriate agency as well as to the Board.

The Board expects the superintendent through the supervisor of buildings and grounds to prepare and maintain maintenance services records and reports. Such records and reports will include, but not be limited to:

- maintenance work orders for non-contract work;
- maintenance work orders and costs records of all contract maintenance work;
- utility records and invoices;
- heating, ventilating and air conditioning equipment maintenance records and reports; and
- annual costs analysis of the maintenance program specific to each district building.

**Approved 01/19/04**

**Reviewed 8/26/13**

**Revised**

**POLICY 903.7  
GERING PUBLIC SCHOOLS  
GERING, NE**

**TRAFFIC AND PARKING PROCEDURES**

Driving and parking on school property are privileges granted by the Board to persons who have reasons to be in the schools or on school property. The superintendent shall authorize parking areas and post notices on district property designated for staff, student, visitor parking and parking for persons with disabilities and other classifications of parking areas as may be necessary.

Any vehicle not parked in authorized areas may be cited and/or towed away and stored. All charges for towing and storing will be the responsibility of the owner or operator of the vehicle.

Any person failing to abide by the district's parking regulations may be further prohibited from bringing any vehicle on school property.

Building principals will establish regulations as necessary for the use and control of staff and student parking areas around their buildings. Such regulations will be made available to staff, students and parents.

Cross Reference: 801.12 Student Transportation in Private Vehicles

**Approved** 01/19/04

**Reviewed** 8/26/13

**Revised**

**POLICY 903.8  
GERING PUBLIC SCHOOLS  
GERING, NE**

**VANDALISM**

The Board believes everyone should treat school district buildings and sites and property with respect for the benefit of the education program. Users of school district property shall treat it with care. Employees discovering vandalism should report it to the building principal as soon as possible.

Persons suspected, found or proven to have destroyed or otherwise harmed school district property may be subject to discipline by the school district, if the person is under the jurisdiction of the school district, and may be reported to local law enforcement officials. Persons who are not under the jurisdiction of the school district and who are suspected, found or proven to have destroyed or otherwise harmed school district property shall be reported to the local law enforcement authorities.

The superintendent, the principal or their designees are authorized to sign a criminal complaint against persons suspected of vandalism against school property. It is the intent of the board to seek damages as permitted by law from anyone who vandalizes school property and/or their parents or guardians.

Cross Reference: 504 Students Rights and Responsibilities  
1005.08 Public Conduct on School Premises

Approved 01/19/04

Reviewed 8/26/13

Revised

**Gering High School**

# Memo

**To:** Nicole Regan  
**From:** Mario Chavez  
**cc:** Lindsey Mashek  
**Date:** 10/30/2023  
**Re:** Early Graduation Request

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I have received a request from Andres Casas, a 2025 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. Andres has the ability to meet all graduation requirements by the end of the 1<sup>st</sup> semester of the 2024-2025 school year. Andres has a plan post-graduation and will pursue a position with Burlington Northern Santa Fe railroad company.

Please review the attached letter of support from Andres and his mother Marlana.

I recommend Andres be allowed to pursue his plan to complete his high school degree requirements and graduate from Gering High School at the conclusion of the 1<sup>st</sup> semester of the 2024-2025 school year.

Andres Casas  
1400 P Street  
Gering, NE 69341

To whom it may concern,

I would like to request the approval of early graduation in December 2024. I have already seeked guidance from both my counselor and IEP case manager. From those conversations, it was discussed how I have worked hard in achieving what is expected of me. In addition, I will meet all of the graduation requirements after the fall semester of the 2024-2025 school year.

Therefore, I am making this request so I am able to get a head start on my future career. I plan on continuing to work to support myself and my family, until I am able to apply and work for BNSF beginning in January 2025. Once I have obtained employment with BNSF, I plan on growing in the company as a trainman, which will allow me to become a productive member of society.

Thank you for your consideration,

Andres Casas

Andres Casas

Mariana Ayala

Mariana Ayala

10-30-23

Date

10/30/2023

Date

**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



# JAG|NE

**JOBS for AMERICA'S GRADUATES NEBRASKA**  
In Association with United Way of the Midlands

## MEMORANDUM OF UNDERSTANDING

This Agreement is made on this date in November (the Effective Date), between JAG Nebraska in affiliation with United Way of the Midlands, a 501(c)3 non-profit organization, and Gering Public Schools ("District").

Jobs for America's Graduates (JAG) is an evidence-based, data-driven, national organization that is dedicated to empowering students with the skills and support to achieve success in education, employment, and life. The JAG Advantage integrates project-based learning, employer engagement, and trauma-informed care through competency-based, for-credit, elective classes. The JAG model allows students to participate in hands-on, realistic learning experiences, mastering 37 to 87 competencies, with the support to help our young adults navigate high school graduation and post-graduation success.

### Term of Agreement

The term of this Agreement shall be for school year 2024-2025, to include 12-months of follow-up services for students who received JAG Nebraska programming for this school year.

This Agreement may be amended, extended, or renewed upon mutual written agreement of the parties except as otherwise expressly authorized by a provision of this Agreement.

This Agreement shall terminate upon the occurrence of any or all the following:

1. Mutual, written agreement of the parties;
2. Upon thirty days written notice by JAG Nebraska to the District;
3. Should this Agreement be declared void or unenforceable by final order of a court of law;
4. In the event of violation of the terms of this Agreement by the District or failure to make sufficient progress to endanger program performance, JAG Nebraska may:
  - a. Suspend the Agreement after ten (10) days' notice to the District, pending corrective action by the District, or JAG Nebraska's decision to terminate; or
  - b. Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that the District has failed to comply with the terms and conditions of this Agreement. JAG Nebraska shall promptly notify the District in writing of the determination and the reasons for the termination.

If this Agreement is terminated, in whole or in part, the District shall comply with all close-out and post-termination requirements of this Agreement.

### District Financial Contributions

This Agreement shall be funded from multiple funding sources to include federal, state, philanthropic and corporate grants and funding contributions otherwise. The District shall contribute \$10,000 toward each JAG Nebraska program budget beginning the third school year of JAG Nebraska programming.

**JAGNEBRASKA.ORG**

2201 Farnam Street, Suite 200, Omaha, NE 68102



# JAG|NE

**JOBS for AMERICA'S GRADUATES NEBRASKA**  
In Association with United Way of the Midlands

## Program Funding Requests

All requests for financial or in-kind contributions where JAG Nebraska is the beneficiary, written notice must be provided to the JAG Nebraska Director in a timely manner. All letters of intent, requests for proposals, or grant writing for or on behalf of JAG Nebraska must be conducted by United Way of the Midlands.

## Student Enrollment

Both parties mutually agree to fulfill student enrollment requirements of JAG to include a minimum of 45 students and up to 55 students thereafter. Class cohorts are not to exceed 16 students per class period/block and may not be less than 8 students per class period/block.

## Personnel: JAG Nebraska Career Specialist

JAG Nebraska agrees to employ one (1), full-time, year-round, mutually acceptable JAG Nebraska Career Specialist to fulfill JAG programming at the District, qualified and credentialed according to the Nebraska Department of Education's Career and Technical Education Certification requirements. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #4*.

The District agrees to conduct at least one (1) annual review of the JAG Nebraska Career Specialist's teaching and classroom management techniques per school year. The District agrees to notify the JAG Nebraska Program Manager of any personnel concerns in a timely manner.

JAG Nebraska agrees to conduct at least one (1) mid-year review and one (1) annual review of the JAG Nebraska Career Specialist's performance per school year. *See attached JAG Nebraska Career Specialist Job Description.*

The District and JAG Nebraska will meet at least once (1) annually to review the prior school year's performance and review the subsequent school year's goals and plans. At a minimum, meeting attendees must include the assigned JAG Nebraska Career Specialist, the JAG Nebraska Program Manager, and the school Principal. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #3*, into the agenda of this meeting.

## Staff Training

JAG Nebraska agrees to provide JAG program training prior to the JAG Nebraska Career Specialist's integration into the District.

The District agrees to include and provide the JAG Nebraska Career Specialist with all state required, District, and school specific teacher training's and meetings, to include, but not limited to: new teacher orientations, mandatory reporting, safety protocols, student transportation and travel policies, student and parent communication policies and procedures, and other trainings or professional development opportunities provided to District faculty.

## Equipment and Property

The District agrees to provide the assigned JAG Nebraska Career Specialist with one laptop computer, internet access, printer and copier access, classroom, designated office space, and a landline telephone. The District will include the JAG Nebraska Career Specialist on school communications and mailing lists.



# JAG|NE

**JOBS for AMERICA'S GRADUATES NEBRASKA**  
In Association with United Way of the Midlands

## Program Performance and Outcomes

JAG Nebraska and the District agree to meeting or exceeding JAG national standards and required performance outcomes associated with JAG National's *model component #2*, see attachment.

## Advisory Committee

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating one (1) meeting with the school's JAG Nebraska Advisory Committee per school semester. The Advisory Committee is responsible for identifying eligible students according to JAG standards and serving as support to the JAG Nebraska Career Specialist in approving final JAG rosters and fulfilling student data requirements of JAG, *model component #10*, and requests otherwise as required by program funding agreements or reports. JAG Nebraska and the District agree to include the applicable JAG national standards, *model component #5*, see attachment.

## Career Association Chapter

The District agrees to support the JAG Nebraska Career Specialist in implementing and facilitating the JAG Nebraska Career Association Chapter at the District, fulfilling JAG National standards associated with JAG National's *model component #6*, see attachment.

## Substitute Teacher Request and Fulfillment

The District agrees to provide substitute teacher coverage for the JAG Nebraska Career Specialist's personal time off, sick leave, and JAG statewide events, not to exceed the maximum sub day requests of ten (10) days per school year.

## Post-Graduation Support and Follow-Up Services

JAG Nebraska agrees to fulfill the JAG National standard *model component #9*, delivering value-added support and advocacy to graduates and non-graduates throughout a minimum of 12-month follow-up service period.

## Student Transportation and Travel

The District agrees to provide transportation for students for local and statewide JAG Nebraska activities, to include one (1) local field trip per month per school year and statewide transportation three (3) times per school year.

JAG Nebraska agrees to adhere to the District's field trip and student travel policies. JAG Nebraska agrees to provide transportation and travel accommodations for JAG National events.

## Notices

All notices from either party must be provided in a timely manner to the JAG Nebraska Director, District Superintendent and assigned School Principal.

## Governing Law

JAG Nebraska and the District agree to fulfill the requirements of provisional grant funding for the JAG program at the District. Both parties agree to comply with applicable law, and any reasonable procedures and requirements that the grantor may prescribe. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, Code of Federal Regulations (CFR), Federal Funding Accountability and Transparency Act (FFATA), or any other federal or state law or entity for use of applicable program funding.



# JAG|NE

**JOBS for AMERICA'S GRADUATES NEBRASKA**  
In Association with United Way of the Midlands

X *Arlo Reagen*

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District Superintendent

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X

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District Principal

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X

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JAG Nebraska State Director

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**JAGNEBRASKA.ORG**

2201 Farnam Street, Suite 200, Omaha, NE 68102

**2023 ADDENDUM TO  
SUPERINTENDENT’S EMPLOYMENT CONTRACT**

The Board of Education of Gering Public Schools (“Board”) and Dr. Nicole Regan (“Superintendent”) have entered into an agreement for the employment of Superintendent and now desire to supplement the provisions contained in the contract and agree to the Addendum as follows:

**Term and Renewal Extension.** Unless the Board takes action to nonrenew or amend the contract consistent with “Section 2. Renewal of Contract,” on the eighth day after the December 2023 Board meeting, the contract will contain an additional one-year term with an expiration date June 30, 2026.

**Salary.** For the 2024-25 contract year, the Board shall pay Superintendent a salary of \$198,707.60

All other terms and conditions of the Superintendent’s employment contract shall remain in full force and effect, unless modified by the parties in the contract or previous addendum which is not inconsistent with this Addendum. This includes the terms of the addendum signed by the parties on December 19, 2022.

Executed December \_\_\_\_, 2023.

Executed December \_\_\_\_, 2023.

\_\_\_\_\_  
Dr. Nicole Regan,  
Superintendent

\_\_\_\_\_  
President, Board of Education  
Gering Public Schools

Superintendent Pay Transparency Notice—Proposed Contract Dr. Nicole Regan

Notice is hereby given that Gering Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on December 18, 2023 at 6 pm at the Gering City of Gering Council Chambers Room in, Nebraska.

After the 2024/25 school year, how many years remain on the contract:  
 (Column F must be completed if additional years remain on contract.)

2

The estimated costs to the district for the 2024/25 year and future years are listed below:

	2024/25 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
<b>Base Pay for the Total FTE</b>	\$ 198,707.60	\$ 198,707.60	\$ 397,415.20
<b>Compensation for activities outside of the regular salary:</b>			
• Extended contracts / Activities outside of regular salary			\$ -
• Bonus/Incentive/Performance Pay			\$ -
• Stipends			\$ -
• All other costs not mentioned above			\$ -
<b>Benefits and Payroll Costs Paid by district:</b>			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 1,067.18	\$ 1,067.18	\$ 2,134.36
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
• Employee's share of retirement, deferred compensation, FICA and Medicare <b>if paid by the district</b>			\$ -
• District's share of retirement, FICA and Medicare	\$ 31,890.24	\$ 31,890.24	\$ 63,780.48
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave days			\$ -
• Annuities			\$ -
• Service credit purchase			\$ -
• Association / Membership dues	\$ 385.00	\$ 385.00	\$ 770.00
• Cell Phone/Internet reimbursement	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
• Relocation reimbursement			\$ -
• Travel allowance/reimbursement			\$ -
• Mileage Allowance			\$ -
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
<b>Totals:</b>	<b>\$ 243,250.02</b>	<b>\$ 243,250.02</b>	<b>\$ 486,500.04</b>