

Regular Board of Education Meeting

Monday, May 20, 2024 6:00 PM

Gering High School - Freshmen Academy Wing, 1500 U 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, May 16, 2024.

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. Expenditures

3.1.i. 01 General \$348,991.08
05 Activity \$19,131.52
07 Bond \$2,250.00
08 Special Building \$38,762.50
Fund Totals: \$409,135.10

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.ii. Second Reading of Board Policies

3.3.ii.1. **502.10** ASSIGNMENTS OF NEW STUDENTS TO CLASSES
AND GRADE LEVELS

3.3.ii.2. **503.01** COMPULSORY ATTENDANCE

3.3.ii.3. **503.4** ADDRESSING BARRIERS TO ATTENDANCE

3.3.ii.4. **503.10** HOMESCHOOLING-REINTERGRATION

3.3.ii.5. **504.1** STUDENTS DUE PROCESS RIGHTS

- 3.3.ii.6. **504.2** STUDENTS INVOLVEMENTS IN DECISION-MAKING
- 3.3.ii.7. **504.3** STUDENT CONDUCT
- 3.3.ii.8. **504.4** STUDENT CONDUCT BUSES
- 3.3.ii.9. **504.6** STUDENT APPEARANCE
- 3.3.ii.10. **504.7** CARE OF SCHOOL PROPERTY AND VANDALISM
- 3.3.ii.11. **504.8** FREEDOM OF EXPRESSION
- 3.3.ii.12. **504.9** STUDENT LOCKERS
- 3.3.ii.13. **504.10** STUDENTS USE OF COMPUTERS
- 3.3.ii.14. **504.12** REGULATED ELECTRONIC DEVICES
- 3.3.ii.15. **504.13** USE OF METAL DETECTORS
- 3.3.ii.16. **504.14** HAZING, INITIATION, SECRET SOCIETIES, OR GANG ACTIVITIES

3.4. Personnel Items

3.4.i. Staff Contracts

- 3.4.i.1. **David Ferreyra-Payroll Administrator**

3.4.ii. Certified Staff Contract(s)

- 3.4.ii.1. **Sally Peterson-3rd Grade Teacher @ Northfield**
- 3.4.ii.2. **Katlyn Medel-Kindergarten Teacher @ Northfield**

3.4.iii. Certified Staff Resignation(s)

3.4.iv. Early Graduation Request

- 3.4.iv.1. **Savannah Billie-2025**

4. Celebration of Excellence

4.1. Employee Recognition: "Bulldogs Going Beyond"

4.1.i. **Chesly Sanchez, Paraprofessional @ Northfield Elementary**

4.1.ii. **Audrey Charbonneau- 3rd Grade Teacher @ Geil Elementary**

4.1.iii. **Josiah Ashfrod- Custodian @ GHS**

4.2. Building Report-**Lincoln Elementary**

5. Reports & Discussions

5.1. Board Committee Report: Curriculum & Personnel

5.2. Board Committee Report: Business & Facilities

5.3. Superintendent's Report

6. Public Comments

7. Action Items

7.1. Discuss, consider, and take action regarding the Memorandum of Understanding between the Scottsbluff YMCA and Gering Public Schools regarding the 2024 Summer Camp.

7.2. Discuss, consider, and take action regarding the approval of the \$6,000 contribution to TeamMates of Scottsbluff County for the 2024-25 school year.

7.3. Discuss, consider, and take action regarding the renewal of the 2024-25 school year Food Service Contract Fixed Price.

7.4. Discuss, consider, and take action regarding the approval of the 2024-25 school year Middle School Handbook.

7.5. Discuss, consider, and take action regarding the approval of the 2024-25 school year Elementary School Handbook.

7.6. Discuss, consider, and take action regarding the approval of the 2024-25 school year Certified Handbook.

7.7. Discuss, consider, and take action regarding the approval of the 2024-25 school year Preschool Handbook.

7.8. Discuss, consider, and take action in regard to the approval of the Sports Cooperative Agreement between Gering Public Schools and Kimball Public Schools for girls softball.

8. **Board Comments**

8.1. Tentative Upcoming Board Meeting/Event Dates

Future Board Meetings

Special Meeting: **NO May Meeting** (Central Office)

Regular Meeting: June 17, 2024 @ 6:00 p.m. (Freshman Academy)

Special Meeting: **NO June Meeting.** (Central Office)

Tentative Committee Meeting Dates:

Personnel & Curriculum Committee: Tues, June 4, 2024 @ 7:00 a.m. (Central Office)

Policy Review Committee: Thur, June 13, 2024 4:00 p.m. (Central Office)

Finance & Facilities Committee: Thurs, June 6, 2024@ 4:30 p.m. (Central Office)

Upcoming Event Highlights:

Event

9. **Adjourn**

Regular Board of Education Meeting

Monday, April 15, 2024 6:00 PM

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



Minutes

1. GPS Board of Education Information

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

2. Opening Procedures

2.1. Call to Order

This meeting was called to order by President, Brian Copsey, 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 B.J. Peters, seconded by John Maser. After voting, motion Passed.

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

3.1. Expenditures

3.1.i. Fund Amount

01 General \$936,403.91

03 Employee \$242.00

05 Activity \$92,438.92

06 Nutrition \$4,952.68

12 Student Fee \$880.00

Fund Totals: \$1,034,917.51

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. **502.8 EXCHANGE AND FOREIGN STUDENT ADMISSION (under further review)**

3.3.i.2. **502.8R1 EXCHANGE AND FOREIGN STUDENT PROCEDURES (under further review)**

3.3.i.3. **503.1 COMPULSORY ATTENDANCE (under further review)**

3.3.i.4. **503.4E1 EXCESSIVE ABSENTEEISM REPORT (under further review)**

3.3.ii. Second Reading of Board Policies

3.3.ii.1. **502.1 RESIDENT STUDENTS**

3.3.ii.2. **502.3 ENTRANCE ADMISSIONS**

3.3.ii.3. **502.4 ATTENDANCE CENTER ASSIGNMENT**

3.3.ii.4. **502.5 STUDENT TRANSFERS IN**

3.3.ii.5. **502.6 STUDENT TRANSFERS OUT OR WITHDRAWALS**

3.3.ii.6. **502.7 STUDNET RE-ENTRY TO SCHOOL**

3.3.ii.7. **502.8 EXCHANGE AND FOREIGN STUDENT ADMISSIONS**

3.3.ii.8. **502.8R1 EXCHANGE AND FORIEGN STUDENT PROCEDURES**

3.3.ii.9. **502.10 ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE**

3.3.ii.10. **502.11 ASSIGNMENT OF CONTINUING STUDENTS TO CLASS**

3.3.ii.11. **502.12 STUDENTS**

3.3.ii.12. **503.01 APPLICATION FOR DISCONTINUING THE ENROLLMENT OF STUDENTS YOUNGER THAN SIX YEARS OF AGE**

3.3.ii.13. **503.1 COMPULSORY ATTENDANCE**

3.3.ii.14. **503.1F1 APPLICATION FOR DISCONTINUING THE ENROLLMENT OF STUDENTS YOUNGER THAN SIX YEARS OF AGE**

3.3.ii.15. **503.1F2 BASC-2 BEHAVIORAL AND EMOTIONAL SCREENING SYSTEM (BASC-2 BESS) SUMMARY FOR EARLY KINDERGARTEN ADMISSION**

3.3.ii.16. **503.1F3 YOUNG CHILDREN'S ACHIEVEMENT TEST (YCAT) SUMMARY FOR EARLY KINDERGARTEN ADMISSION**

3.3.ii.17. **503.1R1 EARLY ADMISSION ASSESSMENT PROCEDURES**

3.3.ii.18. **503.2 STUDENT ATTENDANCE RECORDS**

3.3.ii.19. **503.3 STUDENT ABSENCES EXCUSED**

3.3.ii.20. **503.4 ADDRESSING BARRIERS TO ATTENDANCE**

3.3.ii.21. **503.4E1 EXCESSIVE ABSENTEEISM REPORT**

3.3.ii.22. **503.5 STUDENT RELEASE DURING HOURS**

3.3.ii.23. **503.6 STUDENTS OF LEGAL AGE**

3.3.ii.24. **503.7 PREGNANT OR PARENTING STUDENTS**

3.3.ii.25. **503.8 MARRIED STUDENTS OR STUDENTS WITH CHILDREN**

3.3.ii.26. **503.9 HOMELSS CHILDREN AND YOUTH**

3.3.ii.27. **503.10 HOMESCHOOLING-REINTEGRATION**

3.3.ii.28. **503.10R1 HOMESCHOOLING-REINTEGRATION-ACADEMIC/ACTIVITIES PARTICIPATION**

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.i.1. **Kaylee Pierce- GHS Links Teacher**

3.4.i.2. **Zachary Smith- Gering Middle School Certified Teacher**

3.4.ii. Certified Staff Resignation(s)

4. Celebration of Excellence

4.1. Special recognition to:

HOSA State Medalists

DECA State Qualifiers & Medalists

Natalie Prokop-Inagural Panhandle Middle School Honor Band

SPEECH State Qualifiers and Medalists

What an amazing night honoring all the students that were recognized for their placing at the State competitions. It's a great day to be a Bulldog!!!

4.2. Building Report: **Gering High School**

Mr. Chavez and Mr. Green kicked off the GHS building report this evening. ACT prep incentives seem to be working with the students, as more have been attending the ACT prep sessions. Teachers are a huge resource for our students, and the kids enjoy being rewarded for meeting the goals presented to them. GHS has a 30+ Club (students who achieve 30+ on the ACT) and these students will be recognized at the Awards Ceremony. The electrician has been at the greenhouse, and it should be fully functioning very soon. A new AG teacher has been hired, and we are excited to have her on board as well. Mr. Chavez attended State Ag and thoroughly enjoyed seeing the students from GHS in action.

Mr. Land was present with a few of his students to show the BOE what is happening in his classrooms. The C&C Manufacturing class has a list of things they have been working on. The students have designed and produced the tee box markers for Riverview Golf Course, made plaques, and created metal signs, just to name a few.

Mr. Boyd and his students, who enrolled in the Public Service Academy, also presented to the BOE. The PSA is preparing students to serve communities in the area of Criminal Justice. It is a career-based program developed to provide experience in all areas of public safety. Juniors and Seniors apply and are accepted into the year-long program to further their knowledge in Public Safety. GHS currently has 7 students in the program, and each of them commented on their experiences while being in the program.

5. Reports & Discussions

5.1. General Discussion:

- New location site and date for monthly board meetings
- May 28, 2024, Special Work Session (cancel??)

The board discussed the idea of the monthly board meetings being held at the Freshman Academy, and they all seemed to be in favor of the change. They are also discussing changing the BOE meetings from the 3rd Monday of the month, to the 2nd Monday of the month. More discussion will be held before making a final decision at the April Special Work Session Meeting.

5.2. Board Committee Report: Curriculum & Personnel

John Maser- GPS is definitely fortunate to have very few vacancies. We want to keep filling the educators pipeline. Paraprofessionals are so important to the district, so we want them aware of a program offered through CSC to guide them on the appropriate course work that is needed. UNL along with NDE is working on reducing the costs to obtain your Master's Degree, which is great news. The final stages of the Grading Task Force changes are underway as well.

5.3. Board Committee Report: Business & Facilities

Brian Copsey-Stacy Rodriguez has created a new spreadsheet to show fund amounts, and we currently have only spent 56% of our budget. The BOE continues to work hard to keep the districts expenses low. We have also received the county taxpayers' deposit. Jack Baker was present to discuss potential plans for the GMS facility updates. He provided the board with key information and also shared various visuals of what could be done with the building.

5.4. Superintendent's Report

Dr. Nicole Regan-Stand for Schools Executive Director, Dunixi Guereca, which is a Nebraska-based nonprofit organization, will be here this week highlighting our skilled and technical trades pathway. Graduation season is upon us. Let's celebrate our kids going to college, and those selecting trade schools, community colleges, the military, the gap years to focus on themselves, entrepreneurship, full-time jobs, or just simply figuring out their next great adventure. Because, as we have learned as adults, there is not just one to forge our path in life. And as leaders, teachers, and support staff, we have the privilege of setting up all of our students for the best growth and opportunities in the region. Our students are ready, and our last 5 weeks are a reason to celebrate our Bulldogs!

6. Public Comments (Policy 204.12)

7. Action Items

7.1. Discuss, consider, and take action regarding the approval of the Occupational Therapy Assistant Agreement between Gering Public Schools and Ashlee Wilson for the 2024-2025 School Year.

A motion to approve the Occupational Therapy Assistant Agreement between GPS and Ashlee Wilson was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

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

7.2. Discuss, consider, and take action regarding the approval of the contract with JEO Consulting Group Planning and Design for the Gering Middle School Improvement not exceeding \$50,000.

A motion to approve the contract between JEO Consulting Group and the GMS, not to exceed \$50,000 was presented by John Maser, seconded by Tracy Wiese. After voting, motion Passed.

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

7.3. Discuss, consider, and take action regarding the approval of the 2.4% salary increase for Administrators for the 2024-25 school year.

A motion to approve the 2.4% salary increase for Administrators was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

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

7.4. Discuss, consider, and take action in regard to moving Jill Walker (Lincoln Elementary Librarian) from a part-time position into a full-time position for the 2024-2025 school year.

A motion to approval in regards to moving Jill Walker from a part time position to a full time position was presented by Tracy Wiese, seconded by John Maser. After voting, motion Passed.

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

7.5. Discuss, consider, and take action regarding the purchase of a 2021 GMC Sierra 2500HD Crew Cap pickup for the amount of \$53,294.00, from Sid Dillion Dealership.

A motion to approve the purchase of a 2021 GMC Sierra was presented by Tracy Wiese, seconded by John Maser. After voting, motion Passed.

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

7.6. Discuss, consider, and take action to accept a teacher's resignation.

A motion to approve the resignation of a teacher was presented by B.J. Peters, seconded by Tracy Wiese. After voting, motion Passed.

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

8. Board Comments

John Maser- Crazy busy time of year. I look forward to moving the school year along!

Tracy Wiese- I loved the musical! All the kids in the cast worked so hard and did such a great job. Hats off to Gering for getting the bid to hold that state golf tournament again for the next 4 years.

BJ Peters- I love recognitions and presentations at the school board meetings. It brings such positive energy. Let's finish the last 5 weeks of school strong!

Brian Copsey- Congratulation to the Speech Team and their back-to-back state champion title, as well as all the other programs that were recognized tonight. A huge thank you to all the teachers and volunteers for putting in endless hours so that our students in GPS can be involved. The Speech Showcase at the Midwest Theatre has been moved to Thursday, April 18 @ 7:00 pm. There are so many options offered to the students at Gering Public Schools. I want to close by saying how meaningful it is to our community to host such events.

8.1. Tentative Upcoming Board Meeting/Event Dates

9. Adjourn

This meeting was adjourned at 7:15 pm

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

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

ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE LEVELS

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

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

Cross Reference: 601 Goals and Objectives

Approved 05/17/2010

Reviewed 03/06/2017

Revised _____

**POLICY 503.1
GERING PUBLIC SCHOOLS
GERING, NE**

COMPULSORY ATTENDANCE

Any child who will reach six years of age prior to January 1 of the current year and who has not reached eighteen years of age shall meet the requirements of mandatory school attendance. Any such child shall attend the academic program on a regular basis, unless a written request to drop the child from the school rolls is made by the parent, guardian or other person having charge, control or custody of the child.

Any child of mandatory attendance age must by law regularly attend a public, private, denominational, parochial school or a combination of such schools not less than the entire school term of the school(s) which the child attends. This does not apply to a child who has obtained a high school diploma or received a General Equivalency Diploma, completed the program of instruction offered by a non-credited or non-approved school, has reached the age of 18, or who is at least 16 years old and whose parent or guardian has withdrawn the child from school in the manner prescribed by state statute.

Excusal from the full-time requirement of the compulsory education law can be granted by the superintendent for a child between 14 and 16 years of age having completed the work of the eighth grade when legal employment due to necessity has been obtained by the student and such a request has been made by a parent/guardian.

Withdrawal To Age 6

The parent/guardian of any child who will not reach six years of age prior to January 1 of the current school year and who is enrolled, may discontinue that enrollment according to procedures provided by the district.

Minimum Age

The district will not admit any child into its kindergarten class unless:

1. the child will reach the age of five years on or before July 31 of the current year beginning with the 2012-2013 school year or
2. the child will reach the age of five years by February 1 of the current year (October 15 of the current year beginning with the 2012-13 school year), and;
 - a) the parent provides an affidavit stating that the child attend kindergarten in another district, or
 - b) the family will be relocating to another district within 60 days to a district that allows early admission into kindergarten within the current year, or

- c) the child has demonstrated through recognized assessment procedures approved by the board his/her capability of carrying the work of the beginner grade. By January 1, 2012, each school board shall approve and make available a recognized assessment procedure for determining if a child is capable of carrying the work of kindergarten.

The district will use the Developmental Indicators for the Assessment of Learning (DIAL-4) to meet the requirement for a recognized assessment procedure to determine if a child not 5 years of age on or before July 31 of the current year is capable of carrying the work of kindergarten. The board shall update these procedures as the board deems appropriate.

Early Withdrawal at Age Sixteen

A person who has legal or actual charge or control of a child who is at least sixteen years of age may withdraw the child from school if an exit interview is conducted as required below, or if a signed notarized release form is filed with the Commissioner of Education as required by law for a child enrolled in a school that elects not to meet accreditation or approval requirements.

The exit interview shall be conducted at the time and place selected by the superintendent or designee upon receiving the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age if the child is enrolled in a school operated by the school district or resides in the school district and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- the child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the superintendent or designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

At the exit interview, the person making the written request shall present evidence that the person has legal or actual charge or control of the child and that the child would be withdrawing due to either:

- a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- b) an illness of the child making attendance impossible or impracticable.

The superintendent or designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Any withdrawal form signed by the person making the written request shall be valid only if:

- a) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- b) the superintendent or designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either:
 - 1) financial hardships requiring the child to be employed to support the child's family or dependents of the child, or
 - 2) an illness making attendance impossible or impracticable.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 502 Student Admissions

Approved 05/17/2010 Reviewed 12/23/2013, 03/27/2017
Revised 10/15/2012, 04/17/2017

POLICY 503.4
GERING PUBLIC SCHOOLS
GERING, NE

ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle cases in which excessive absences are due to illness, and shall state the circumstances and number of absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

Any superintendent, principal, teacher, or member of the school board who knows of any violation of the state school attendance laws (79-201) shall report that violation to the school attendance officer within 3 days.

The superintendent shall designate an attendance officer. The attendance officer will immediately investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has exceeded the number of unexcused absences as defined in the student handbook, the school shall render all services to address barriers to attendance. These services shall include the following:

1. verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. a meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:
 - (i) illness related to physical or behavioral health of the child;
 - (ii) educational counseling;
 - (iii) educational evaluation;
 - (iv) referral to community agencies for economic services;
 - (v) family or individual counseling; and
 - (vi) assisting the family in working with other community services.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts it has made as required by statutes, that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has been absent more than twenty days per year. The school shall notify the child's family or legal guardian in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Students are subject to disciplinary action for excessive absenteeism including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.

The superintendent shall report to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials other than school resource officers by the district relative to a student enrolled in the district. The superintendent shall report annually to the Commissioner of the required data for the number of students who have dropped out of school.

It shall be the responsibility of the superintendent or designee to implement this policy. The implementation may include regulations indicating the disciplinary action to be taken for excessive absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
NDE Rule 10.012.01B

Cross Reference: 411.03 Truancy Officer
505 Student Discipline
506 Student Activities
507 Student Records

Approved 05/17/2010 Reviewed 06/23/2014, 03/27/2017
Revised 10/15/2012, 04/17/2017

**POLICY 504.2
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT INVOLVEMENT IN DECISION MAKING

Students are in a unique position to make positive contributions to the improvement of the educational program and to the operation of a more effective school system.

It is the board's belief that students, in keeping with their level of maturity, should be encouraged to participate in the development of policies, regulations, and procedures that affect them. Their participation in decision making will be considered part of the educational process.

As appropriate to the age of students, class or school organizations such as student councils may be formed to offer practice in self government and to serve as channels for the expression of student ideas and opinions.

The board, through the staff, will take into consideration student opinions in establishing policies that directly affect student programs, activities, privileges, and other areas of student sensitivity.

Students will be welcomed at board meetings and granted privileges of speaking in line with such privileges extended to the general public.

Cross Reference: 204.12 Public Participation at Board Meetings
 506 Student Activities

Approved 05/17/2010

Reviewed 04/24/2017

Revised _____

Cross Reference: 503 Student Attendance
 506 Student Activities
 1005.02 Communication with Parents
 Student Handbook

Approved 05/17/2010

Reviewed 04/24/2017

Revised 05/15/2017

**POLICY 504.4
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT CONDUCT ON BUSES

The privilege of riding a school bus is contingent upon a student's good behavior and observance of established regulations for student conduct both at bus stops and inside buses. Since bus transportation is provided to assist the education program, the board shall require students to conduct themselves on the bus in a manner consistent with established standards for classroom behavior.

The driver of a school bus shall be responsible for the safety of the students on the bus, both during the ride and while students are entering or leaving the vehicle. Therefore, it is the bus driver's duty to notify the supervisor of transportation or the principal of the school involved if any student persists in violating the established rules of conduct.

After due warning has been given to the student and to parents/guardians, the principal may withhold from the student the privilege of riding the school bus. In such cases, the parents of the children involved will be responsible for seeing that their children get to and from school safely.

The student may also face detention, suspension, or expulsion, in accordance with established policies, for flagrant violation of school bus rider conduct regulations or conduct detrimental to the safe operation of the bus.

Cross Reference: 504.03 Student Conduct
 505 Student Discipline

**POLICY 504.6
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness, grooming and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and well groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Legal Reference: Hines v. Caston Sch. Corp. 651 N.E.2D 330 (1995)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Neb. Statute 79-526

Cross Reference: 501 Objectives for Equal Educational Opportunities for
Students
504 Student Rights and Responsibilities
Student Handbook

Approved 05/17/2010 **Reviewed** 04/24/2017 **Revised** _____

**POLICY 504.7
GERING PUBLIC SCHOOLS
GERING, NE**

CARE OF SCHOOL PROPERTY AND VANDALISM

Students shall treat school district property with care and respect. They shall be subject to discipline under board policy and the school district rules and regulations. Students found to have destroyed or otherwise harmed school district property may be required to reimburse the school district. They may also be referred to local law enforcement authorities.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative rules regarding this policy.

Cross Reference: 504 Student Rights and Responsibilities
 Student Handbook

Approved 05/17/2010

Reviewed 04/24/2017

Revised 05/15/2017

POLICY 504.8
GERING PUBLIC SCHOOLS
GERING, NE

FREEDOM OF EXPRESSION

Student expression, other than student expression in student-produced official school publications, made on the school district premises or under the jurisdiction of the school district or as part of a school-sponsored activity may be attributed to the school district; therefore, student expression must be responsible. Student expression must be appropriate to assure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate for their level of maturity.

Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression shall not, in the judgment of the administration, encourage the breaking of laws, defamation of persons, be obscene or indecent, or cause a material and substantial disruption to the educational program. The administration, when making this judgment, shall consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the students' speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

Students who violate this policy may be subject to disciplinary measures. Employees shall be responsible for ensuring students' expression is in keeping with this policy. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal Reference:	U.S. Const. amend. I. Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988). Bethel School District v. Fraser, 478 U.S. 675 (1986). Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969). Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Cross Reference:	504 Student Rights and Responsibilities 506 Student Activities 604.10 Academic Freedom 1005.10 Distribution or Posting of Materials

Approved 05/17/2010 **Reviewed** 04/24/2017 **Revised** _____

**POLICY 504.9
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT LOCKERS

Student lockers are the property of the school district. Students shall use the lockers assigned to them by the school district for storing their school materials and personal belongings necessary for attendance at school. It shall be the responsibility of students to keep their assigned lockers clean and undamaged.

To ensure students are properly maintaining their assigned lockers, the principal of the building may periodically inspect all or a random selection of lockers. Students may be present during the inspection of their lockers. Student lockers may also be searched in compliance with board policy regulating search and seizure.

Cross Reference: 504.01 Student Due Process Rights

Approved 05/17/2010

Reviewed 04/24/2017

Revised _____

**POLICY 504.10
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT USE OF COMPUTERS

The Board of Education believes that the availability of computers and computer technology will enhance the learning opportunities of our students. Students are expected to conduct themselves within the guidelines of district computer use policy as stated in Policy 606.06, Acceptable Use of Computers, Technology and the Internet.

Cross Reference: 504.03 Student Conduct
 505 Student Discipline
 606.06 Acceptable Use of Computers, Technology and the
 Internet

Approved 05/17/2010 Reviewed 04/24/2017 Revised _____

**POLICY 504.13
GERING PUBLIC SCHOOLS
GERING, NE**

USE OF METAL DETECTORS

When the administration has reasonable cause to believe that weapons are in the possession of unidentified students, when there has been a pattern of weapons found at school or when violence involving weapons has occurred at the school or at school sponsored events, the administration shall be authorized to use stationary or mobile metal detectors in accordance with procedures approved by the Board.

Any search of a student's person as a result of the activation of the detector shall be conducted in private in accordance with the policy on Searches, Seizures and Arrests.

Cross Reference: 504.16 Searches, Seizures and Arrests
 505 Student Discipline

Approved: 05/17/2010 **Reviewed:** 09/25/2017 **Revised:** _____

**POLICY 504.14
GERING PUBLIC SCHOOLS
GERING, NE**

HAZING, INITIATION, SECRET SOCIETIES OR GANG ACTIVITIES

Hazing or initiation by any school organizations, groups, clubs, teams or individuals are prohibited unless specifically approved by the administration. Anyone engaging in hazing or initiation behavior will be subject to disciplinary action up to and including expulsion.

Hazing is any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act which endangers the physical or mental health or safety of any person or the coercing of any such activity.

The Board of Education prohibits the organization of school-sponsored fraternities, sororities or secret organizations wherein membership is determined by members themselves rather than on the basis of free choice. The Board considers those organizations or memberships in those organizations detrimental to the good conduct and discipline of the school. Interference with the instructional program of the district by those groups will not be condoned, and no organizational activities are permitted under the sponsorship of the school district or its personnel.

In addition, the use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute that indicates or implies membership or affiliation with such a group, is disruptive of a positive learning environment and will not be tolerated.

Legal Reference: Neb. Statute 79-2,101 to 2,102

Cross Reference: 505 Student Discipline
 506 Student Activities

Approved 05/17/2010 Reviewed 08/22/2016, 09/25/2017 Revised 09/19/2016

Memo

To: Dr. Nicole Regan
From: Mario Chavez
cc: Lindsey Mashek
Date: 4/3/2024
Re: Early Graduation Request

I have received a request from Savannah Billie, a 2025 graduation cohort senior for early graduation from Gering High School.

I believe all requirements, set forth by Gering Public School Board of Education Policy 611.08 -- Early Graduation have been satisfied. Savannah can meet all graduation requirements by the end of the 1st semester of the 2024-2025 school year. Savannah plans to pursue post-secondary education at a community college and get a jumpstart to a career.

Please review the attached letter of support from Savannah and her grandfather Stanley.

I recommend Savannah be allowed to pursue her plan to complete her high school diploma requirements and graduate from Gering High School after the 1st semester of the 2024-2025 school year.

Early Graduation for Savannah Billie

Dear Graduation Committee,

I am writing this letter to express my request to graduate early from Gering High School. I would like to graduate early because I wish to get a jumpstart on my career, as well as being able to focus on getting everything ready for college, and getting the most experience I can in the career I want to pursue.

I am currently on track to complete all the necessary classes, and receive the credits needed to graduate. I have always maintained my focus as well as maintained exceptional grades throughout the years I have been at Gering High School. By graduating early, I'll have more time to pursue and get a head start on building a resume for college and my career paths. I believe I can make it far in life, putting hard work and dedication into college, and focusing on my career path and that starts with graduating. Graduating early allows me multiple opportunities to complete higher education sooner.

My decision to graduate early is a decision that only I made and I feel will help me succeed in my career path. I believe that I am ready to embrace the challenges and opportunities that come with it. This decision of wanting to graduate early provides a huge opportunity for me, giving me a headstart in both academic and career pursuits, as well as personal growth, and a strong work ethic.

Sincerely,

Savannah Billie

3-28-24

Savannah Billie

Date

Stanley Billie Jr.

3-28-2024

Stanley Billie

Date

MONTHLY FINANCIAL REPORT TO THE BOARD

Reconciled Cash Balances May 1,2024		
Fund	2022-2023	2023-2024
General	\$1,318,578.17	\$470,006.60
Depreciation	\$13,856.35	\$13,856.35
Employee Benefit	\$63,704.67	\$42,327.44
Activity	\$41,324.69	\$20,178.16
Nutrition	\$104,082.79	\$737,974.94
Bond	\$398,184.49	\$486,579.10
Special Building	\$372,475.29	\$46,814.31
QCPUF	\$212,746.80	\$68,998.85
Student Fee	\$33,879.60	\$7,786.53
FUNDS TOTAL	\$2,558,832.85	\$1,894,522.28

General Fund			
Three Year Comparison			
Revenue			
Month	2021-22	2022-23	2023-24
September	\$4,009,370.95	\$4,084,148.71	\$4,136,320.26
October	\$1,610,160.69	\$2,412,542.77	\$1,833,799.49
November	\$1,170,358.40	\$1,501,334.57	\$1,162,095.52
December	\$1,349,387.54	\$1,623,393.21	\$1,473,496.00
January	\$2,633,573.26	\$2,111,040.98	\$3,220,765.00
February	\$2,025,995.64	\$2,103,324.00	\$1,917,222.00
March	\$1,715,263.45	\$1,824,699.17	\$1,538,277.00
April	\$2,344,138.66	\$1,833,512.44	\$1,841,628.93
May	\$4,668,246.24	\$4,177,578.89	\$5,575,597.60
June	\$2,371,239.22	\$1,773,999.44	
July	\$403,563.44	\$292,542.99	
August	\$455,994.99	\$453,108.91	
Running Total	\$24,761,361.00	\$22,493,403.00	\$22,699,201.80

General Fund Expenses for May		
	2022-23	2023-2024
GF Payroll	\$1,485,110.49	\$1,648,124.80
GF Bills	\$423,865.62	\$348,991.08
Total	\$1,908,976.11	\$1,997,115.88

General Fund Revenue for May		
	2022-23	2023-24
Beginning Cash	\$1,318,578.17	\$470,006.60
State Aid	\$919,319.00	\$955,971.00
SPED State Payment	\$138,199.00	\$403,000.00
Scottsbluff County	\$3,010,000.00	\$3,450,000.00
NCCF Grant		\$135,662.00
MoEquity NDE		\$160,958.00
Total Monthly Available	\$5,386,096.17	\$5,575,597.60

Three Year Comparison			
Expenses			
Month	2021-22	2022-23	2023-24
September	\$1,558,469.74	\$2,402,603.81	\$2,738,392.70
October	\$2,277,077.45	\$2,030,576.09	\$1,938,697.62
November	\$1,686,151.93	\$1,748,676.74	\$1,989,169.98
December	\$1,731,075.15	\$1,706,020.10	\$2,319,064.45
January	\$1,965,312.24	\$1,799,000.00	\$2,161,078.46
February	\$1,842,253.57	\$1,822,179.46	\$2,437,546.41
March	\$2,181,163.11	\$1,908,976.11	\$2,509,258.50
April	\$2,144,273.12	\$1,852,799.40	\$1,977,270.86
May	\$1,879,277.51	\$2,173,668.95	\$1,997,115.88
June	\$1,886,808.32	\$2,200,210.80	
July	\$1,359,043.58	\$1,599,004.77	
August	\$1,482,668.28	\$1,335,015.21	
Month Total			
Running Total	\$21,993,574.00	\$22,578,731.44	\$20,067,594.86
Annual Budget	\$27,623,580.00	\$29,437,462.20	\$28,920,928.30
Percent Spent	80%	77%	69%

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

Memorandum of Understanding

This Memorandum of Understanding (MOU) is by and between the Scottsbluff Family YMCA (YMCA), Scottsbluff, Nebraska and Gering Public Schools (GPS), Gering, Nebraska and is entered into as of **May, 2024**.

It is the intent of both parties to enter into agreement in which the YMCA provides summer day camp type services to GPS students in two specific programs;

YMCA Summer Camp
May 30 to August 9, 2024
7:30 a.m. to 5:30 p.m.
No Camp July 4th and 5th in observation of the Independence Day Holiday

GPS will provide:

- Program space at Lincoln Elementary School; cafeteria, gym, restrooms and playground.
- General liability insurance on buildings and facilities. Gering provides property coverage on buildings, liability coverage for buildings and employees, automobile coverage for owned vehicles and workers' compensation for employees.
- Access to GPS staff for program operations. YMCA will bill GPS for enrollment and staffing
- Facilitation of payment for student fees related to the Summer Camp program via grant funding.
- Access to collaborative partners for program enhancement.
- Student transportation coordination via grant funding.
- Breakfast and lunch program via summer student meal program.

The YMCA will provide:

- Supervisory leadership of all staff and programming.
- A certificate of insurance naming Gering PS as an additional insured for up to \$5,000,000 as well as Errors & Omissions insurance and workers' compensation.
- State licensed school-aged programming.
- General liability insurance covering personnel, programming and transportation.
- Staff training prior to commencement of programming.
- Structured programming that follows goals and objectives of grant funding application.
- Nutritious snacks twice a day.

Contingencies:

- Official modification of the YMCA's existing After School license to accommodate summer days and hours.
- Approval for use of grant funds to cover YMCA costs and fees.
- Approval of program particulars by both parties' insurance carriers.

Scottsbluff Family YMCA

Signed: 

Name: Conrad E. Boston

Date: 25 April 2024

Title: Chief Executive Officer

Gering Public Schools

Signed: Nicole A Regan

Name: Nicole Regan

Date: 4/25/24

Title: Superintendent

INVOICE

No. 0000024

DATE: 04/28/2024

TeamMates of Scotts Bluff County, Inc.
1306 Mockingbird Dr.
Scottsbluff, NE 69361

BILL TO:

Gering Public Schools
1519 10th St.
Gering, NE 69341

DESCRIPTION	AMOUNT
Gering Public Schools 2024-2025 contribution to TeamMates of Scotts Bluff County. Money will be used to support scholarships and strengths based mentoring in Gering Public Schools.	\$6,000.00

TOTAL \$6,000.00

OTHER COMMENTS
<ol style="list-style-type: none">1. Please make check payable to TeamMates of Scotts Bluff County, Inc.2. If you have any questions about this invoice, please contact: Marci Meyer Scotts Bluff County TeamMates Treasurer (308) 631-9239

Thank you for your support of TeamMates of Scotts Bluff County!



School Nutrition Program Renewal of Food Service Management Company (FSMC) Contract Fixed Price School Year (SY) 2024-25

Gering Public Schools	790016
School District Name	Agreement #
1519 10th Street	Gering, NE 69341
Address	City Zip
Stacy Rodriguez	June 1st, 2024
Contact Person	Date
Taher Inc.	

FSMC

Initial SY of Contract 2020-2021 Year of Renewal (check) 1 2 3 4

This contract amendment is between the School Food Authority (SFA) and FSMC. The term of this contract renewal shall be for one (1) year beginning on July 1, 2024, and continuing until June 30, 2025, unless terminated by either party as provided in the contract. The terms and conditions of the original contract are applicable to the contract renewal. Any changes to the scope of service provided by the FSMC that is beyond the scope or original intent of the contract requires a rebid of the contract.

The FSMC must operate in accordance with all applicable program laws and regulations, which are required by federal and state governments. If there are any changes to these laws and regulations, these are automatically incorporated herein, effective as of the date specified in the law and regulation.

Under the contract the FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies of 7 CFR 250.51(a).

FSMC to complete the table below:

Beginning USDA Foods & DoD Fresh Fruit and Vegetable Program Entitlement Value for SY 23-24	\$ 40,668.39
Remaining Unused USDA Foods & DoD Fresh Fruit and Vegetable Program Entitlement for SY 23-24 as of: 4/16/24 _____ (Date)	\$ 8776.20
Estimated Unused USDA Foods & DoD Fresh Fruit and Vegetable Program Entitlement for SY 23-24 as of June 30, 2024	\$ 575.00

Price per Meal and Meal Equivalents must be quoted as if no USDA Foods will be received. The Meal Equivalency Factor for SY 2024-2025 is **\$4.715**.

Percentage increase must not exceed the Consumer Price Index (CPI) of **8.27%** (Consumer Price Index for All Urban Consumers for the food away from home series during the 12-month period May 2022-May 2023) as specified in the original FSMC contract.

<https://www.federalregister.gov/documents/2023/07/07/2023-14313/national-school-lunch-special-milk-and-school-breakfast-programs-national-average-paymentsmaximum>

THIS CHART IS REQUIRED TO BE COMPLETED BY THE FSMC:

School Nutrition Program Service or Program	Meal or Service	Fixed Price SY 23-24	Percent Change	Fixed Price SY 24-25
NSLP	Breakfast:	\$ 2.2888	8.27%	\$ 2.478
	Lunch:	\$ 3.9909	8.27%	\$ 4.320
	Afterschool Snack:	\$ 1.0816	8.27%	\$ 1.171
Preschool CACFP Meal Pattern	Breakfast:	\$		\$
	Lunch:	\$		\$
	AM/PM Snack (non-reimbursable)	\$		\$
SFSP	Breakfast:	\$ 2.4727	8.27%	\$ 2.6771
	Lunch:	\$ 4.1404	8.27%	\$ 4.4828
	Snack:	\$ 1.0816	8.27%	\$ 1.171
	Supper:	\$		\$
Seamless Summer Option	Breakfast:	\$		\$
	Lunch:	\$		\$
	Snack:	\$		\$
	Supper:	\$		\$
CACFP	Breakfast:	\$		\$
	Lunch:	\$		\$
	Supper:	\$		\$
	Snack:	\$		\$
Special Milk Program	Price per Carton:	\$.3622	8.27%	\$.3921
Non-Reimbursable Milk Break	Price per Carton:	\$.537	8.27%	\$.5814
Meal Equivalent Fee for Non-Reimbursable Sales: a la carte, ineligible student meals, extra milk at mealtime, paid adult meals		\$ 4.1404	8.27%	\$ 4.4828
Meal Equivalent Factor		\$ 4.460		\$ 4.715
*SFA's Vended Meals Name of Vended Site(s):	Breakfast:	\$		\$
	Lunch:	\$		\$
	Supper:	\$		\$
	Snack:	\$		\$
*SFA's Vended Meals Name of Vended Site(s):	Breakfast:	\$		\$
	Lunch:	\$		\$
	Supper:	\$		\$
	Snack:	\$		\$
Contract Value (SY 2024-2025)		\$ 995,000		

*FSMC must indicate fixed meal pricing for each vended meal program if pricing differs between programs.

Revision of RFP Document 2-21-2024
Section III. STANDARDS TERMS AND CONDITIONS
F. USDA Foods
From the Nebraska Distributing Agency for USDA Foods

F. USDA Foods

1. The FSMC shall:

- a. Ensure compliance with Federal requirements in 7 CFR 250 and the federal requirements in 7 CFR 210, 220, 225, 226, as applicable and the SFA's Recipient Agency Agreement with the State Distributing Agency;
- b. Ensure compliance with the provisions of the distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value (7 CFR 250, 7 CFR 250.53 (a)(7));
- c. Be responsible for the following activities relating to donated foods, in accordance with 250.50(d), with assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250; 7 CFR 250.53(a)(4);

(Check all that apply)

- Preparing and serving meals
- Ordering or selecting in coordination with the SFA; direct delivery items (brown box), end products, items through US Department of Defense Fresh Fruit and Vegetable Order Receipt System (DoD FFAVORS), or requesting bulk diversions to processors in accordance with the distributing agency's State Participation Agreements, and in accordance with utilizing the SFA's Entitlement 250.58(a)
- Storage and inventory management of donated foods, in accordance with 7 CFR 250.52, 7 CFR 250.14, 7 CFR 250.53 (a)(9)
- ~~Arranging warehouse and delivery services that are beyond the scope of the~~ distributing agency's services and costs are included in the fixed price
- Payment of fees charged by the distributing agency, (i.e., distribution) or processing fees, as applicable.

- d. Ensures it will not itself enter into the processing agreement with the processor required in subpart C (7 CFR part 250, 7 CFR 250.53(a)(8));
- e. Credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year or fiscal year in accordance with 7 CFR 250.51(a) and (b). The method of crediting will be by invoice reductions, refunds and discounts as applicable.

- f. Will use all allocated donated ground beef, donated pork, and all processed end products in the SFA's Food Service Program (7 CFR 250.53(a)(5));
- g. Use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. Origin, and of equal or better quality than the donated foods, in the SFA's food service (7 CFR 250.53(a)(6));
- h. Agree to select, accept, and use USDA Foods in as large a quantity as may be efficiently utilized in the SFA's nonprofit food service. The FSMC shall consult with the SFA in the selection of USDA foods; however, the final determination as to the acceptance of USDA foods must be made by the SFA;
- i. Accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
- j. Be prohibited from cashing out USDA Foods and providing a credit to the SFA for USDA Foods;

**End Product Methods of Sale (Value pass through systems) in general.
May be revised by the distributing agency.**

Value pass through system:	Indirect Discount	Fee for Service	Direct Discount	DoD FFAVORS
Type of bank:	Single or Sponsor	Single or Sponsor	Sponsor	n/a
SFA or FSMC buys from:	Distributor	Distributor or processor	Processor	DoD vendor
Pass through performed by:	Distributor	Processor	Processor	DoD vendor
How pass through is performed:	Discounted invoice	DF value is not included in the processing fee.	Discounted invoice	Billed to SFA PAL in coordination with the distributing agency
Method of determining Donated Food (DF) value used in crediting:	Credit value = discount value = processing agreement value times received cases	Credit value = DF value = processing agreement value times received cases	Credit value = discount value = processing agreement value times received cases	Credit value = prices on the DoD vendor invoices. Also recorded in FFAVORS
Documentation of donated food values is located on:	Processor's USDA approved SEPDS	Processor's USDA approved SEPDS	Processor's USDA approved SEPDS	DoD vendor invoices. Also recorded in FFAVORS
Documentation of cases received	Distributor invoices or allocations in CNPweb	Supplier invoices or Allocations in CNPweb.	Processor invoices or allocations in CNPweb	DoD vendor invoices. Also recorded in FFAVORS

- j. Credit the SFA for the value of all donated foods received for use in the SFA's meal service for each month by separate line-item entry(s) on the FSMC monthly invoice. This includes both entitlement and bonus foods: DOD Fresh Fruit and Vegetable Program and including the value of donated foods contained in processes end products, in accordance with the contingencies in 7 CFR 250.51 (a) and 7 CFR 250.53(a)(1). Documentation such as distributor invoices or usage reports available from processors or the distributing agency to support the credit must be provided with the monthly invoice (7 CFR 250.53(a)(2));
- k. Use the donated food values determined by the distributing agency in crediting for the value of donated foods in accordance with (7 CFR 250.58(e)) and (7 CFR 250.51(c));
- i. For processed end products, the method of determining the donated food values to be used in crediting is the processing agreement value found on the processor's Summary End Product Data Schedules (SEPDS) (available from the distributing agency) times the number of cases received.
 - ii. A bank of donated food must be available at a processor in order to credit the SFA for the value of donated foods in end products.
 - iii. In accordance with the distributing agency's processing agreements and distribution contracts, single banks are used when end products are purchased through the awarded distributor, or when the awarded distributor acts as an agent for the total case price under Fee for Service. Single banks are managed by the distributing agency.
 - iv. A sponsor bank is used when end products are purchased from a processor or a recipient designated distributor. Sponsor banks are managed by the SFA or the FSMC, as applicable.
 - v. The SFA or FSMC may provide a distributor written approval to act as an authorized agent for the total case price (i.e., including the fee-for-service and the delivery charge), in accordance with 7 CFR 250.36 (e)(2).
 - vi. The donated food values to be used in crediting are the values of Allocations, as recorded in CNPweb for all warehouse deliveries and end products obtained through all value pass through methods. The values of donated foods obtained through The US Department of Defense (DoD) Fresh Fruit and Vegetable Order Receipt System (FFAVORS) are documented on the DoD vendor's invoices, recorded within FFAVORS and reconciled in CNPweb annually.
- l. Ensure that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR 250 and with the provisions of distributing or recipient agency processing agreements 7 CFR 250.53(a)(7);
- m. Comply with the storage and inventory requirements for donated foods in accordance with (7 CFR 250.14) and (7 CFR 250.53(a)(9));
- n. Allow the SFA, distributing agency, sub-distributing agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, to perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods (7 CFR 250.53(a)(10)); and
- o. Maintain records to document compliance with requirements relating to donated foods, in accordance with (7 CFR 250.54(b)); (7 CFR 250.53(a)(11)). Failure of the FSMC to comply with recordkeeping requirements is considered evidence of improper distribution or loss of donated foods and may result in a claim against the FSMC for the loss or misuse of donated foods.

2. The SFA shall:
 - a. Retain title to all donated foods and follow all required provisions of (7 CFR 210, 220, 225, 226 and 250) as applicable;
 - b. Ensure that all donated foods received for use by the SFA in the school year are used in the SFA's food service, or that commercially purchased foods are used in place of such donated foods only in accordance with requirements in (7 CFR 250.50(a), 250.51(d));
 - c. Conduct a reconciliation at least annually and upon termination of the contract, to ensure the FSMC has credited the value of all donated foods received for use in the SFA's food service in the school or fiscal year, including the value of donated foods contained in processed end products in accordance with (7 CFR 250.51(a));
 - d. Ensure that all USDA foods made available to the FSMC, including processed USDA foods, accrue only to the benefit of the SFA's NPFSA and are fully utilized therein (7 CFR 210.16(a) (6), 7 CFR 250.50(a)). All refunds and rebates received from processors regarding USDA foods must be retained by the SFA. The SFA must ensure that the FSMC has credited it for the value of all USDA foods received for use in the meal service in the school year, in accordance with 7 CFR 250.51(a) and (b);
 - e. Ensure that the FSMC is in compliance with the requirements of the inventory, storage, and record retention of USDA Foods through its monitoring of the food service operation, as required in (7 CFR 210, 225, 226);
 - f. Maintain oversight responsibility for storage and delivery services when such activities are conducted or contracted by the FSMC and any aspect of financial management relating to USDA Foods (7 CFR 250.15);
 - g. Assure the maximum amount of USDA Foods usable in the food service are received and utilized by the FSMC (7 CFR 210.9(b)(15)); and
 - h. Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
3. Extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods (7 CFR 250.53 (a) (12)).
4. Upon termination of this Contract or subsequent renewals, the FSMC must return or provide payment for all unused donated ground beef, donated ground pork, processed end products; and other unused USDA Foods to the SFA in accordance with USDA Food Distribution Policy Memorandum FD 110.

Acceptance of Renewal Agreement

Do not sign until the renewal has been approved by NDE Nutrition Services.

SCHOOL FOOD AUTHORITY:

Gering Public Schools

Name of SFA

Signature of Authorized Representative

Stacy Rodriguez

Typed Name of Authorized Representative

Director of Finance

Title

Date Signed

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

Signature of Authorized Representative

Name of Authorized Representative

Title

Date Signed

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed _____

Subscribed and sworn before me this ___ day of _____, 20 _____

Notary Public (or Clerk or Judge) _____

My commission expires _____

Certification Regarding Lobbying

Certification Regarding Lobbying: Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Food Service Management Company

Name/Title of Submitting Official: _____

Signature: _____ Date: _____

Debarment and Suspension Form

Debarment and Suspension and Other Responsibility Matters Primary Covered Transactions

School Food Authorities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____ Date _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

SPORTS COOPERATIVE AGREEMENT

This Agreement ("Agreement") is made and entered into by **Scotts Bluff County School District 79-0016**, commonly known as **Gering Public Schools** (referred to herein as "**Gering**"), and **Kimball County School District 79-0002**, commonly known as **Kimball Public Schools** (referred to herein as "**Kimball**"). The parties are referred to collectively as the "School Districts."

WHEREAS, the School Districts intend to submit an application for a Cooperative Sponsorship Agreement for girls softball with the Nebraska School Activities Association (NSAA) and desire to expand upon the terms of that agreement;

WHEREAS, the School Districts intend to continue the Agreement for Cooperative Sponsorship for a minimum of 3 years;

WHEREAS, the School Districts will each expend funds for equipment, uniforms, and other goods and supplies in order to participate in the Agreement for Cooperative Sponsorship that each party would like to recover in the event one of the other School Districts does not continue the Agreement for Cooperative Sponsorship for at least five years;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. **Condition Precedent.** This agreement, and each and every term herein, shall only be effective and enforceable if the application for a Cooperative Sponsorship Agreement for girls softball is approved by the Nebraska School Activities Association (NSAA).
3. **Term.** This Agreement shall have a term of 3 year(s), commencing on June 1, 2024 and ending on June 1, 2027. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before May 20, 2024 of its intention to terminate it at the conclusion of the then-current contract term.
4. **Personal Property Acquisition and Staffing.** Gering shall bear the cost of acquiring any personal property that is needed or required for the implementation of this Agreement or the Agreement for

Cooperative Sponsorship, and shall retain ownership of such property in the event that this agreement is terminated. Gering shall also bear the cost of any staffing necessary for the implementation of this Agreement or the Agreement for Cooperative Sponsorship, and shall retain authority over any individual assigned to perform duties in furtherance of this Agreement or the Agreement for Cooperative Sponsorship.

5. **Reimbursement for Student Participation.** At the conclusion of each athletic season governed by the terms of this agreement, Kimball shall reimburse Gering in the sum of \$500 for each Kimball student who participated in the cooperatively sponsored sport at any point during the preceding athletic season.
6. **Nondiscrimination.** The School Districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
7. **Employment Eligibility Verification.** The School Districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a School District employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
8. **Notice.** A School District giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Board Presidents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

**GERING PUBLIC SCHOOLS
1519 10TH STREET
GERING, NE 69341**

**KIMBALL PUBLIC SCHOOLS
901 S. NADINE STREET
KIMBALL, NE 69345**

Notice is effective only if the party giving the Notice has complied with this section.

9. **Amendment and/or Extension of Agreement.** The School Districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.
10. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
11. **Counterparts.** The School Districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the School Districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each School District to the other. In proving this Agreement, a School District must produce or account only for the executed counterpart of the school district to be charged.
12. **Assignment.** The School District shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.
13. **Entirety of Agreement.** This Agreement contains the School Districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

GERING PUBLIC SCHOOLS

Brian Copsey, Board President

Date: _____, 2024

KIMBALL PUBLIC SCHOOLS

Travis Cook, Board President

Date: _____, 2024