

Regular Board of Education Meeting

Monday, March 10, 2025 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 Star Herald on Thursday, March 6th, 2025.

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

Fund Amount

01 General \$707,081.82

03 Employee \$269.50

05 Activity \$78,066.84

06 Nutrition \$124,702.75

08 Special Building \$32,520.16

Fund Totals: \$942,641.07

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.ii. Second Reading of Board Policies

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s) Mai Lee Olsen - GHS Science Teacher
Kristian Schank - GHS Social Studies

4. **Celebration of Excellence**

4.1. Student Athletics and Accomplishments: State Wrestling Medalist
Rleigh Dane
Frost Wallace
Isaiah Murillo
Reece Knight

4.2. Building Report - Gering High School

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: 204.12

7. Action Items

7.1. Discuss, consider, and take action to approve an Auditorium HVAC replacement design in the amount of \$41,000.00

8. Board Comments

8.1. Tentative Upcoming Board Meeting/Event Dates

Future Board Meetings:

Special Meeting: Tues, March 25th, 2025 @ 12:00 p.m. (Central Office)

Regular Meeting: Mon, April 14th, 2025 @ 6:00 p.m. (Freshmen Academy)

Tentative Committee Meeting Dates:

Personnel & Curriculum Committee: Tues, April 1st, 2025 @ 7:00 a.m. (Central Office)

Middle School Improvement Committee: Wed, April 2nd, 2025 @ 4:30 p.m. (Central Office)

Policy Review Committee: Thurs, April 3rd, 2025 @ 4:00 p.m. (Central Office)

Finance & Facilities Committee: Thurs, April 3rd, 2025 @ 4:30 p.m. (Central Office)

Upcoming Events:

NASB Open Meetings Workshop: March 25th @ Gering Civic Center

9. Adjourn

Special Board of Education Meeting

Tuesday, February 25, 2025 12:00 PM

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



Minutes

1. GPS Board of Education Information

2. Opening Procedures

2.1. Call to Order

The meeting was called to order by Board President, Greg Trautman, at 12:05 p.m.

2.2. Roll Call

Absent: Matt Kautz, Tracy Wiese, **Present:** Brian Copsey, Josh Lacy, John Maser, Greg Trautman.

2.3. Open Meetings Act

3. Reports and Discussions

3.1. Middle School Improvement Committee Update - Jennifer Sibal

Jenn Sibal presented to the Board an update on the Middle School Improvement Committee. Community members should be receiving bond ballots. The "Say Yes" committee has been going to many events, including PTC and Kinder/PreK Expo.

4. Personnel Items

4.1. Certified Staff Resignations -

Andrea Felgen - GHS Vocal Music

Olivia Trimble - Geil Elementary, Kindergarten Teacher

Jamie Hutchison - Geil Elementary, 2nd Grade Teacher

5. Action Items

5.1. Discuss, consider, and take action regarding the GEA 2025-2026 school year negotiations.

A motion to discuss, consider, and take action regarding the GEA 2025-2026 school year negotiations was presented by Brian Copsey, seconded by Josh Lacy. After voting, motion Passed.

Matt Kautz: Absent, Tracy Wiese: Absent, Brian Copsey: **Yea**, Josh Lacy: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**

6. Public Comment: Policy 204.12

7. Adjourn

The meeting was adjourned at 12:37 p.m.

Regular Board of Education Meeting

Monday, February 10, 2025 6:00 PM

Gering High School - Freshmen Academy Wing
1500 U Street
Gering, NE 69341



Minutes

1. GPS Board of Education Information

Absent: Brian Copsey, Josh Lacy, **Present:** Matt Kautz, John Maser, Greg Trautman, Tracy Wiese.

2. Opening Procedures

2.1. Call to Order

The meeting was called to order at 6:00 p.m. by President Greg Trautman.

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 Tracy Wiese, seconded by John Maser. After voting, motion Passed.

Brian Copsey: Absent, Josh Lacy: Absent, Matt Kautz: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

3.1. Minutes from the previous month's board meeting

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

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s)

Steve Land - Retirement

Art Patton - Lincoln Elementary, 2nd Grade Teacher

Grace Wyatt - Lincoln Elementary, Kindergarten Teacher

Jordan Roseborough - Director of IT

4. Celebration of Excellence

4.1. Building Report - Gering Middle School

John Wiedeman and Jon Hutchinson presented to the board. They talked about team building, collaboration, student success and growth, and teacher/student connections at GMS.

4.2. Audit Report - Stacy Rodriguez

Stacy Rodriguez presented to the board. She explained the details of our recent 23-24 school audit. We received an unmodified opinion, which means they found nothing outside of compliance.

5. Reports & Discussions

5.1. Board Committee Report: Curriculum & Personnel

John Maser presented to the board. He talked about how we have created a new platform to track behaviors for principals and counselors. This was paid for by a grant. Discussed the WNCC offerings that we take advantage of. We have taken over 203 classes, with a 99% pass rate. We have a couple PD days coming up. Test scores show that we are already hitting our goals.

5.2. Board Committee Report: Business & Facilities

Matt Kautz presented to the board. Negotiations are still going on. We have decreased our seats at Vaults. We passed our food audit. Security cameras have been updated at preschool (Northfield).

5.3. Superintendent's Report

January 30-I was at Geil Elementary celebrating 100 days of learning together. All KDG students were very busy with 100 CT tasks, counting, arranging and engaging in their 100 day milestone.

Girls wrestling heading to state

Winter Royalty

Girls Basketball Western Conference Runner-up

Boys Basketball 3rd in the Western Conference

There is a lot of buzz in the district with community tours and community forums at our middle school.

There is this card on my desk that says, "What have you witnessed that has strengthened your hope in humanity?"

We have toured over 350 citizens through Gering Middle School and our Community Action Group has been on each and every tour. But it doesn't stop there. We launched our community presentations this month, and when I look out at the crowd I see our Community Action group present with us and I can feel the care and support from this group that extends beyond the "work"--it's a human experience of citizens coming together for the common good—our students and school community. Not only does it fill my cup and lens of hope, kindness and positive change—it reminds me that we have great leaders among us doing incredible work, sacrificing countless hours learning, engaging and advocating for Gering Public Schools.

At a time when things can feel uncertain—know this. Gering community restores hope and faith in humanity, and I am humbly grateful.

6. Public Comments: 204.12

7. Action Items

7.1. Discuss, consider, and take action regarding the approval of the new Chromebook order in the amount of \$159,750.00.

A motion to take action regarding the approval of the new Chromebook order in the amount of \$159,750.00 was presented by Matt Kautz, seconded by John Maser. After voting, motion Passed.

Brian Copsey: Absent, Josh Lacy: Absent, Matt Kautz: **Yea**, John Maser: **Yea**, Greg Trautman: **Yea**, Tracy Wiese: **Yea**

8. Board Comments

8.1. Tentative Upcoming Board Meeting/Event Dates

9. Adjourn

The meeting was adjourned at 6:50 p.m.

February Check Listing		
Payee Name	Amount	Fund
Ace Hardware	\$1,863.52	1
ACT	\$1,816.75	1
Action Communications	\$998.00	1
Allo Communications	\$8,138.16	1
AllTeam Sportswear	\$3,255.00	1
Amplify	\$2,829.12	1
B&C Steel Corporation	\$240.00	1
Bluffs Physical Therapy	\$4,927.31	1
Bytes Computer & Network Solutions	\$4,428.00	1
Clemens Carpet	\$3,749.68	1
Column Software, PBC	\$15.82	1
Connell, Jamie	\$194.92	1
Contractors Materials	\$73.95	1
Crossroads Music	\$170.50	1
Crystal Miller	\$12.06	1
Culligan Of Scottsbluff	\$1,030.30	1
Dennis Supply Company	\$1,169.45	1
Docu-Shred	\$56.00	1
Domino'S Pizza	\$97.99	1
E3 Diagnostics, Inc.	\$49.64	1
Eakes Office Solutions	\$39,962.47	1
Emily Rose	\$41.47	1
Engineered Controls, Inc.	\$392.00	1
ESU13	\$60,030.15	1
Fairfield Inn & Suites by Marriott	\$110.00	1
First Student, Inc.	\$101,480.30	1
Floyd's Sales & Service, Inc.	\$494.27	1
Foos, Brandy	\$66.00	1
Frank Parts Company	\$292.90	1
Hi Performance Car Wash	\$17.00	1
Hometown Leasing	\$5,123.32	1
Hotel 21 & Co.	\$260.00	1
Hullinger Glass & Locks, Inc.	\$10,550.00	1
Hydronic Water Management	\$195.00	1
Independent Plumbing & Heating	\$1,119.48	1
J.W. Pepper And Sons, Inc.	\$253.00	1
Jamie Selzer	\$574.29	1
Johnson Cashway_8920	\$320.40	1

Johnson Controls, Inc.	\$9,572.73	1
Jostens, Inc	\$326.25	1
Knox Company	\$703.00	1
KSB School Law	\$1,210.00	1
Legacy Cooperative	\$104.00	1
Lily Kadolph	\$15.00	1
Linweld	\$6,823.75	1
Lisa Rimington	\$264.46	1
Logoz Llc	\$1,455.00	1
Moravek, Michael	\$89.03	1
NASB - NE. Association of School Boards	\$500.00	1
Natalie Peterson	\$15.00	1
National Art & School Supplies	\$2,118.79	1
Nebraska State Bandmasters Association	\$90.00	1
Nebraska Tire, Inc.	\$25.00	1
NSAA-District VI % Troy Unzicker	\$575.00	1
Optimal Family Preservation, LLC	\$2,625.00	1
Pearson	\$109.00	1
Perry, Guthery, Haase & Gessford, P.C.,	\$12,171.00	1
Print Broker	\$54.10	1
Sandberg Implement, Inc.	\$4,675.70	1
Scotts Bluff County Election Office	\$398.12	1
Scottsbluff Public Schools	\$4,250.61	1
Scottsbluff/Gering United Chamber Of Com	\$250.00	1
Sherwin-Williams Company	\$308.81	1
Snell Services, Inc.	\$1,550.50	1
Thompson Glass, Inc.	\$1,268.65	1
Tri State Oil Reclaimers, Inc.	\$60.00	1
Twin City Roofing & Sheet Metal, Inc.	\$930.40	1
Wal-Mart _18940	\$66.98	1
Wpci	\$831.00	1
Cash-Wa Distributing of Kearney, Inc	\$2,142.43	1
Quadient Finance USA, Inc.	\$17.83	1
City Of Gering	\$45,301.31	1
Gering Public Schools	\$50,000.00	1
Gering Public Schools	\$866.85	1
Ace Hardware	\$104.59	1
Allo Communications	\$8,340.72	1
Blick Art Materials	\$330.39	1
Bluffs Physical Therapy	\$7,114.39	1
Bytes Computer & Network Solutions	\$4,428.00	1

CDW Government, LLC	\$6,982.08	1
City Of Gering	\$264.00	1
Classic Lanes	\$200.00	1
Column Software, PBC	\$186.53	1
Computer Information Concepts, Inc.	\$810.00	1
Connell, Jamie	\$81.74	1
Contractors Materials	\$1,428.00	1
Crystal Miller	\$8.40	1
Culligan Of Scottsbluff	\$77.00	1
Dana F. Cole & Company, LLP	\$30,450.00	1
Das State Accounting - Central Finance	\$585.74	1
Dennis Supply Company	\$559.54	1
Domino'S Pizza	\$302.73	1
Eakes Office Solutions	\$4,061.44	1
ESU13	\$34,540.81	1
Frank Parts Company	\$567.61	1
Fresh Foods Inc.	\$8.00	1
Hometown Leasing	\$5,007.17	1
Hullinger Glass & Locks, Inc.	\$116.00	1
Intralinks, Inc.	\$52,243.47	1
Jamie Selzer	\$330.48	1
Jirdon Agri Chemicals	\$3,009.43	1
Johnson Cashway _8920	\$80.89	1
Johnstone Supply	\$8,062.35	1
Junior Library Guild	\$2,524.72	1
KSB School Law	\$1,808.00	1
Legacy Cooperative	\$10.00	1
Linweld	\$494.05	1
Madison Keller	\$7.00	1
Mechanical Sales Inc.	\$2,982.29	1
Mechanical Sales Parts, Inc.	\$3,134.80	1
Midwest Connect, LLC	\$351.00	1
Moravek, Michael	\$139.31	1
NASB - NE. Association of School Boards	\$710.00	1
Plummer Insurance, Inc.	\$80.00	1
Project Lead The Way, Inc.	\$4,717.50	1
PT Hose and Bearing	\$3.30	1
RAKA Rentals	\$986.76	1
Rebecca Chavez	\$10.50	1
Rotary Club of Scottsbluff/Gering	\$360.00	1
Safety-Kleen Systems, Inc.	\$452.47	1

Sandberg Implement, Inc.	\$1,798.11	1
Scholastic	\$294.88	1
Sherwin-Williams Company	\$35.57	1
Snell Services, Inc.	\$1,729.80	1
Twin City Roofing & Sheet Metal, Inc.	\$428.90	1
Tyler Technologies, Inc.	\$2,378.70	1
Wilson, Ashlee	\$180.35	1
Wpci	\$950.00	1
Bulk Bookstore	\$2,500.80	1
Menards	\$1,399.77	1
Mid-West 3D Solutions, LLC	\$7,390.00	1
Menards	\$989.75	1
NASB ALICAP	\$19,689.00	1
Sienna Osthoff	\$89.99	1
Visa	\$11,757.08	1
Ace Hardware	\$693.83	1
Benzel Pest Control	\$71.50	1
Chadron State College Music Secretary Me	\$260.00	1
Charter Communications	\$135.00	1
Column Software, PBC	\$116.17	1
Comfort Inn - Kearney	\$412.60	1
Culligan Of Scottsbluff	\$3,450.00	1
Domino'S Pizza	\$154.48	1
Eakes Office Solutions	\$14,649.12	1
EBSCO Information Services, LLC	\$875.41	1
Emily Rose	\$46.97	1
Graduation Authority	\$95.80	1
Greg Trautman	\$100.01	1
Hi Performance Car Wash	\$34.75	1
Legacy Cooperative	\$30.00	1
Linweld	\$35,052.00	1
Main Street Appliance	\$850.00	1
Nassp	\$385.00	1
Nebraska Department of Education	\$90.00	1
Plummer Insurance, Inc.	\$80.00	1
Praise Windows, Inc.	\$380.00	1
Scotts Bluff County Clerk	\$140.00	1
Tyler Technologies, Inc.	\$150.00	1
Regional Care, Inc.	\$269.50	3
Ashley Rider	\$0.00	5
Castaneda, Armond	\$130.00	5

Griess, Dave	\$205.00	5
Jamey Balthazor	\$180.00	5
Perez, Stephanie	\$150.00	5
Peters, Bj	\$130.00	5
Salazar, Denzel E.	\$75.00	5
Sean Gross	\$150.00	5
Tory Schwartz	\$180.00	5
Trevor J. Hergenreder	\$150.00	5
Troy D. Little	\$150.00	5
Castaneda, Armond	\$150.00	5
Perez, Stephanie	\$75.00	5
Trevor J. Hergenreder	\$75.00	5
Castaneda, Armond	\$130.00	5
Castaneda, Armond	\$75.00	5
Lance Juelfs	\$250.00	5
AllTeam Sportswear	\$296.00	5
Awards Unlimited	\$687.04	5
Cash-Wa Distributing of Kearney, Inc	\$2,556.21	5
Cooperative Ministries Council	\$200.00	5
Dollamur Sport Surfaces	\$10,451.00	5
Domino'S Pizza	\$71.68	5
Eakes Office Solutions	\$61.46	5
Ewell Educational Services, Inc.	\$210.00	5
Friends of the Midwest Theater	\$217.50	5
Gering Bakery-Ahlers Baking Inc.	\$451.73	5
Hauff Sporting Goods	\$3,210.43	5
Jostens, Inc	\$561.75	5
Legacy Cooperative	\$36.00	5
Lexington High School	\$125.00	5
Lily Kadolph	\$75.00	5
Logoz Llc	\$460.00	5
Megan Mae Ogburn	\$75.00	5
Natalie Peterson	\$75.00	5
Nebraska FFA Association	\$25.00	5
Northwest Public Schools	\$100.00	5
Pepsi Cola Of Western Nebraska	\$3,439.80	5
Samuel Martindale	\$75.00	5
Scottsbluff Screenprinting,	\$273.00	5
Sidney High School	\$53.81	5
Vex Robotics, Inc.	\$57.41	5
DECA Inc.	\$120.00	5

Ainsworth Community Schools	\$100.00	5
Angela C. Marquez	\$100.00	5
Anthony John Skalka	\$141.00	5
Audrey N. Murphy	\$70.00	5
Bridgeport High School	\$357.00	5
Chadron Public Schools	\$100.00	5
Dominic Daniel Marostica	\$100.00	5
Domino'S Pizza	\$544.32	5
Fresh Foods Inc.	\$802.93	5
Garden County Public Schools	\$90.00	5
Gary D. Uhrich	\$495.00	5
Holiday Inn Express - Lincoln Downtown	\$238.00	5
Kalli Jo Bridge	\$100.00	5
Mason Barrett	\$100.00	5
Misty Dawn Richards	\$100.00	5
Pepsi Cola Of Western Nebraska	\$3,397.30	5
Perkins Co. High School	\$517.00	5
Poyds Dance Company, Llc	\$1,600.00	5
Scottsbluff High School _15901	\$414.00	5
Sydni Closson	\$50.00	5
Taylor Anderson	\$100.00	5
Team Fitz Graphics, LLC	\$1,845.00	5
Whitney Soper	\$100.00	5
Troy D. Little	\$75.00	5
Cash-Wa Distributing of Kearney, Inc	\$298.25	5
Nebraska FCCLA Association	\$360.00	5
University of Wyoming	\$600.00	5
Ashley Rider	\$75.00	5
Castaneda, Armond	\$75.00	5
Christopher Jackson	\$150.00	5
Perez, Stephanie	\$75.00	5
Salazar, Denzel E.	\$75.00	5
Trevor J. Hergenreder	\$130.00	5
Salazar, Denzel E.	\$150.00	5
Salazar, Denzel E.	\$75.00	5
Comfort Inn - Kearney	\$2,938.40	5
Domino'S Pizza	\$1,071.00	5
Embassy Suites by Hilton Omaha	\$1,112.00	5
Embassy Suites Lincoln	\$0.00	5
Fairfield Inn & Suites - North Platte	\$1,201.00	5
Holiday Inn Express - Lincoln Downtown	\$238.00	5

Holiday Inn Rapid City Downtown	\$655.00	5
Bailey Pracht	\$100.00	5
Dashiell Rohan	\$100.00	5
Faith C. Reisig	\$70.00	5
Jaime L. Turbiville	\$100.00	5
Mason Barrett	\$100.00	5
Castaneda, Armond	\$75.00	5
Christopher Jackson	\$75.00	5
Ehler, Brock D	\$180.00	5
Griess, Dave	\$75.00	5
Jamey Balthazor	\$180.00	5
Perez, Stephanie	\$75.00	5
Peters, Bj	\$75.00	5
Salazar, Denzel E.	\$130.00	5
Tory Schwartz	\$180.00	5
Troy D. Little	\$75.00	5
Tyler Marshall	\$180.00	5
Castaneda, Armond	\$75.00	5
Christopher Jackson	\$75.00	5
Jamey Balthazor	\$180.00	5
Perez, Stephanie	\$75.00	5
Troy D. Little	\$75.00	5
Ashley Rider	\$130.00	5
Jerry Ryan Smith	\$260.00	5
Trevor J. Hergenreder	\$75.00	5
Amy Hostetler	\$221.00	5
Audrey N. Murphy	\$100.00	5
Brandi J. Linders	\$122.00	5
Candace Spady	\$178.00	5
Christina Kloch	\$144.00	5
Claudia Loomis	\$122.00	5
Colin Fellhoelter	\$196.00	5
Constantine P. Lapaseotes	\$122.00	5
Dashiell Rohan	\$162.00	5
Domino'S Pizza	\$45.48	5
Eben Michael Rosentrater	\$196.00	5
Esther Wilson	\$196.00	5
Faith C. Reisig	\$78.00	5
Holly Hornung Remund	\$213.00	5
Isabelle C. Stallbaumer	\$100.00	5
Jaclyn Smith	\$104.00	5

Jayden Gartner	\$196.00	5
Kathryn Beberness	\$167.00	5
Matthew Chrisman	\$68.00	5
Melissa Pilakowski	\$228.00	5
Peters, Bj	\$75.00	5
Scottsbluff Screenprinting, Sidney Public Schools _16210	\$915.00	5
Taylor Anderson	\$50.00	5
Winn, Mary	\$170.00	5
AllTeam Sportswear	\$95.00	5
Cash-Wa Distributing of Kearney, Inc	\$480.00	5
Comfort Inn - Grand Island	\$7,634.42	5
District 12 FCCLA	\$1,419.00	5
Domino'S Pizza	\$85.50	5
Embassy Suites Lincoln	\$662.36	5
Fairfield Inn & Suites - North Platte	\$426.00	5
Gering Bakery-Ahlers Baking Inc.	\$117.92	5
Legacy Cooperative	\$31.98	5
Logoz Llc	\$147.00	5
Marcus Mathews	\$1,983.00	5
Megan Kelley	\$60.00	5
Molly's Custom Silver	\$100.00	5
Pepsi Cola Of Western Nebraska	\$101.65	5
Visa	\$2,431.05	5
Bayard Public Schools	\$8,258.01	5
Domino'S Pizza	\$30.00	5
Gering Bakery-Ahlers Baking Inc.	\$21.49	5
Ace Hardware	\$63.96	5
Cash-Wa Distributing of Kearney, Inc	\$36.87	6
Eakes Office Solutions	\$4,029.50	6
Gering Public Schools	\$425.97	6
HoneyWagon Express	\$6,429.64	6
Legacy Cooperative	\$450.00	6
Simply Clean	\$6.00	6
Ace Hardware	\$813.88	6
Dennis Supply Company	\$40.45	6
HoneyWagon Express	\$694.38	6
Karee Klassen	\$600.00	6
Taher, Inc	\$15.40	6
JEO Consulting Group, Inc.	\$111,160.66	6
Snell Services, Inc.	\$17,581.25	8
	\$14,938.91	8

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

MEETING NOTICE

Reasonable advance public notice shall be given for meetings and work sessions held by the board and recorded in the board minutes by either of the following means:

1. Publishing in a local newspaper of general circulation within the district's jurisdiction, publishing on the newspaper's website, if available, and posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; or

2. Posting to the newspaper's website, if available, and posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

If the newspaper refuses, neglects, or is unable to publish the notice on time, the district may (1) post its notice on its website, if available, (2) post its notice on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post its notice in a conspicuous public place within the District.

Public notice shall indicate the meeting's time, place and date, and shall include a statement that the agenda shall be readily available for public inspection at the district office. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting and a copy kept readily available for public inspection at the principal office of the district. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.

A copy of the public notice will be provided to those who have filed a request for notice with the superintendent. These requests for notice must be in writing. A copy of the public notice will also be accessible to employees and students.

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. Public notice of emergency meetings shall be given as soon as practical and possible in light of the situation. Reasonable efforts shall be made to notify news media who have requested notification of meetings. It shall be the responsibility of the superintendent to give public notice of board meetings and work sessions. The superintendent shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: Neb. Statute 84-1408 to 1414

Approved _____ Reviewed _____ Revised _____

POLICY 506.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT ACTIVITY ELIGIBILITY

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and abilities in students during their school years and for their lifetime.

However, students who participate in extracurricular activities serve as ambassadors of the school district throughout the calendar year, whether away from school or at school. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity and must conduct themselves in accordance with student conduct policies.

Student activity events must be approved by the superintendent. The events must not disrupt the education program or other school district operations.

Eligibility requirements as published by the Nebraska School Activities Association (NSAA) shall be observed by all students. Additional eligibility requirements may be imposed by the school district at the board's discretion.

Such eligibility requirements shall include good citizenship, acceptable academic standing, parental permission and good health (sports only). All eligibility requirements shall be published in applicable student/parent handbooks.

Any student who is sanctioned or is found by the school district or NSAA to be ineligible to participate in any extra-curricular activity may appeal the sanction or finding in accordance with the student due process policy.

It shall be the responsibility of the superintendent to develop administrative regulations for school activities.

Legal Reference: 20 U.S.C. Sect.1681-1683; 1685-1686 (1994).
 34 C.F.R. Pt. 106.41 (1993)
 Neb Statute 79-296
 79-443

Cross Reference: 502 Student Attendance
 504 Student Rights and Responsibilities
 505 Student Discipline
 506 Student Activities
 508 Student Health and Well-Being

Approved 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017

POLICY 506.2
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT ORGANIZATIONS

Secondary school student-initiated, non-curriculum-related groups and student curriculum-related groups, upon receiving permission from the principal, may use school facilities for group meetings during non-instructional time. Nothing in this policy shall contradict the federal Equal Access Act.

Non-instructional time shall mean any time before the first period of the day and after the last period of the day in which any student attends class. Meetings shall not interfere with the orderly conduct of the education program or other school district operations. It shall be within the discretion of the principal to determine whether the meetings will interfere with the orderly conduct of the education program or other school district operations. Activities relating to and part of the education program shall have priority over the activities of another organization.

Access by Federally Recognized Youth Organizations

The district shall, upon request, allow a representative of any federally recognized youth organization to provide (1) oral or written information to the students regarding that youth organization and how the organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship and (2) services and activities to any student who is a member of the organization. A federally recognized youth organization is or listed in 36 U.S.C Subtitle II, Part B. Each requesting youth organization shall be permitted to provide such information, services, and activities at school at least once during each school year. Administrators shall make a good faith effort to select a date, time, and location for each requesting organization to provide such information, services, or activities that is mutually agreeable to the school district and to the organization, but all final decisions rest with the administration. Any such organization representative not employed by the district shall be subject to a background check at the organization's expense. Administrators may prohibit any organization representative convicted of a felony or otherwise presenting safety concerns as described in the district's Visitors to School Policy from being on the school grounds. Nothing in this section shall override or contradict the district's Parental Involvement Policy.

NON-FEDERALLY RECOGNIZED ORGANIZATIONS

Curriculum Related Organizations

It shall also be the responsibility of the principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum related:

- Is the subject matter of the group actually taught in a regularly offered course?
- Will the subject matter of the group soon be taught in a regularly offered course?

- Does the subject matter of the group concern the body of courses as a whole?
- Is participation in the group required for a particular course?
- Does participation in the group result in academic credit?

Secondary school curriculum related student organizations may use the school district facilities for meetings and other purposes before and after the instructional school day. Employees shall be assigned to monitor approved meetings and may interact with curriculum related organizations.

Non-curriculum Related Organizations

Student-initiated, non-curriculum related organizations shall be provided access to meeting space and school district facilities.

Only students may attend and participate in meetings of non-curriculum related groups. Such attendance shall be strictly voluntary and student-initiated. As a means of determining whether a student's attendance is voluntary, the principal may require parental consent for the student to attend the meetings.

Legal Reference: Westside Community Board of Education v Mergens,
496 U.S. 226 (1990).
Neb. Statute 79-297 et seq.

Cross Reference: 504 Student Rights and Responsibilities
506 Student Activities

Approved: 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017,7/12/23

POLICY 506.3
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT GOVERNMENT

The student council provides for student activities, serves as a training experience for student leaders, promotes the common good, gives students a share in the management of the school, develops high ideals of personal conduct, acts as a clearinghouse for student activities, seeks to interest students in school district affairs and helps solve problems that may arise. Members of the council are student representatives who have direct access to the administration.

The principal, in conjunction with the students and certified employees, shall set forth the guidelines for the student government elections, operations, and other elements of the government.

Cross Reference: 504 Student Rights and Responsibilities
 506 Student Activities

Approved 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017

**POLICY 506.4
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT ADVISORY COUNCILS

In lieu of, or in addition to the Student Council, the board may on occasion appoint Student Advisory Councils to provide information and suggestions to the board from the students' point of view regarding specific areas of school operations directly affecting the student body. These councils shall continue for a duration determined by the board and shall be composed of such students as recommended by the superintendent or principals.

Cross Reference: 504.02 Student Involvement in Decision Making
 506.03 Student Government

Approved 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017

POLICY 506.5
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT EXTRA-CURRICULAR ACTIVITIES

Gering Public Schools strives to provide activities outside of the regular school day to assist in meeting GPS mission and goals and recognizes that value of extra-curricular activities in the overall scope of a student's education. Therefore, whenever possible, a wide variety of such activities will be provided, and students will be encouraged to participate. The addition of activities will be carefully examined for its benefits to students within the resource limitations of the district. The following items will be considered prior to the recommendation to the board for the addition of an interscholastic activity:

- Activity must be a sanctioned NSAA event and culminate in a state contest.
- Interest and numbers must be shown for development of a full varsity team (interest in participation must be expressed by a minimum of two times the number of players on each team).
- Appropriate facilities exist for competition and practice, taking into consideration the needs for supervision, accessibility, safety and scheduling.
- Geographic proximity of contests, comparable school participation and quality of scheduling will be a consideration.
- A qualified coach, who meets NSAA coaching requirements and who will be under the guidance of district personnel policies, will be in charge of the program.
- Budget of activity must come from the district, with consideration of outside funds through fundraising. If the proposed activity requires frequent or large expenses for specialized equipment or quantities of consumable items, the long-term availability and reliability of outside funding assistance for new activities should be considered.
- Proposals of new activities must be submitted for review to administration prior to March 1st. The recommendation from administration for the activity must be submitted to the Board by the following December Board meeting. This will allow for proper planning and scheduling for successful initiation of the approved activity the next school year.
- The completed proposal for the initiation of the activity must be approved by the Board of Education by the December Board meeting in the school year preceding the start of the activity. This will allow for proper planning and scheduling for successful initiation of the activity.
- Eligibility requirements as published by the Nebraska School Activities Association (NSAA) shall be observed by all student participants. Additional eligibility requirements for all activities may be imposed by the school district at the board's discretion. All eligibility requirements shall be published in applicable student/parent handbooks prior to the school year.

Approved: 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017

POLICY 506.6
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT PUBLICATIONS

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. Official school publications such as newspapers, yearbooks or magazines form a part of the journalism curriculum and are produced primarily for the educational value gained in the process of their creation. As such, these publications shall conform to the same community and educational standards required of other student conduct in the school.

Any expression made by students, including student expression in official school publications, is not an expression of official school policy. A faculty advisor shall supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech.

Prior to publication of these materials, the faculty advisor, principal or designee shall review them to determine their acceptability for publication. Publications may be restricted, edited or prohibited when, after considering the maturity level of the students, any portion of the publication is determined to be discriminatory, a substantial interference to the educational process or learning environment, harassment, vulgar or obscene, defamatory, an invasion of privacy, or highly controversial.

Persons, other than students, who believe they have been aggrieved by student expression in a student produced official school publication shall follow the public complaint procedure outlined in board policy 1005.01. Students who believe their freedom of expression in a student produced official school publication has been restricted shall follow the due process procedure outlined in board policy 504.01.

Legal Reference: Hazelwood School District v. Kuhlmeier, 484 U.S. 260
 (1988).
 Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir.
1987).

Cross Reference: 301.04 Communication Channels
 504 Student Rights and Responsibilities
 506 Student Activities

Approved 05/17/2010 **Reviewed:** 11/27/2017 **Revised:** 12/18/2017

POLICY 506.8
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT FUNDRAISING

Students may raise funds for school sponsored events with the permission of the building principal. Collection boxes for school fundraising must have prior approval from the building principal before being placed on school property.

The main emphasis of any fundraising campaign should be on the educational aspects of the program.

No tickets for any purpose except for school activities authorized under Board policies or otherwise expressly permitted by the building principal will be sold on school premises.

No contribution of money for any purposes will be collected from or by school children except as authorized by the building principal.

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

Cross Reference: 504 Student Rights and Responsibilities
 505 Student Discipline
 506 Student Activities

Approved 05/17/2010 **Reviewed** 01/22/2018 **Revised** _____

POLICY 506.9
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT ACTIVITIES FUNDS

The Student Activities Funds of each school will include athletic and student organization funds and any other funds belonging to any student or class group or activity.

Student Activity Funds are those funds raised or collected by and/or for school-approved student groups, and may include gate receipts and student activity card fees. Student activity funds will be collected and expended for the purpose of supporting the school's extracurricular activities program. Student body representation should be encouraged whenever possible.

Monies raised by students through student body organizations, receipts from activity tickets, and gate receipts are subject to the control and management by the school board.

The principal of each building is responsible for all school/student accounts. The principal will assign one or more school staff member(s) who are designated to share the responsibility for assuring that accounting records are maintained in accordance with district guidelines.

The principal will be responsible for supervising the accounting functions to be performed at the building level. The building level accounting procedures will be consistent with the accounting functions performed at the district office level.

Materials and equipment purchased by student activity funds become district property. Projects for raising student activity funds should in general contribute to the educational experience of students and should not conflict with, but add to the instructional program and comply with district guidelines.

Any unencumbered class or activity funds will automatically revert to the general activity fund of the school when a class graduates or an activity is discontinued.

The district treasurer, or designee, may request all necessary financial information needed for review or required by the school board. These funds shall be examined annually as part of the district audit.

Cross Reference: 506.08 Student Fundraising
 704.04 Audits

Approved 05/17/2010 **Reviewed** 01/22/2018 **Revised** 02/19/2018

**POLICY 506.10
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT PHYSICALS FOR ATHLETICS

All boys or girls that participate in any athletics or practices must have a physical examination signed by a physician. The results of the examination and the physician's signature must appear on all local and state forms where it is required. All such examination results must be on file in the school where the student is to participate in athletics. In all cases, these forms should be signed by parents and the physician. Only district approved forms are to be used in all cases.

Legal Reference: NSAA Athletic Bylaws sect. 3.4

Cross Reference: 506.01 Student Activity Eligibility

Approved 05/17/2010 **Reviewed** 01/22/2018 **Revised** _____

POLICY 506.11
GERING PUBLIC SCHOOLS
GERING, NE

DRUG AND ALCOHOL TESTING POLICY

1. Need for Random Testing.

The Board of Education is responsible for maintaining discipline, health and safety. The Board recognizes that substance abuse presents a continuing challenge and a danger to the student population as a whole. The Board is committed to maintaining school sponsored activity programs in a safe, healthy and secure environment. The Board is further committed to being proactive in ensuring that students who participate in extracurricular activities represent the District in a positive manner.

2. Eligibility for Random Testing.

Students who participate in school sponsored competitive extracurricular activities at the secondary school (Grades 7-12) level are eligible for random testing. Students who do not consent to participate in the testing program shall not be eligible to participate in school sponsored competitive extracurricular activities. Students may volunteer for participation in the testing program even if they do not participate in a school sponsored competitive extracurricular activity.

3. Testing Procedure.

a. Random Testing.

A confidential testing schedule will be created by the Superintendent or designee to ensure that the testing of eligible students is conducted in a manner that is random.

b. Collection.

The testing collection process will be conducted in a manner that protects student privacy, guards against tampered specimens and ensures an accurate chain of custody. It is intended that the procedures be modeled on those applicable to the testing of CDL employees, though methods other than testing of urine samples may be used. The tests are to be designed to detect only the use of alcohol and illegal drugs, not medical conditions or the presence of authorized prescription medications.

4. Confidentiality.

All activities related to the testing policy will be carried out in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), and any other applicable confidentiality laws.

5. Consequences for Positive Tests.

Any of the following shall be considered to be a positive test result:

- A confirmed positive alcohol or drug test;

- Refusal to participate in testing when selected; and/or
- Tampering with the specimen collection process.

The following shall result from a positive test result:

The student's parents or guardians will be contacted and a meeting will be held to discuss the positive test result, with the object of collaborating on a plan to assist the student in avoiding future substance abuse.

The student's privilege of participating in extracurricular activities will be restricted as follows:

For a first positive test, the student is ineligible to participate in any extracurricular activities for **two weeks or three events**, whichever is longer. The student may not return to participate in extracurricular activities until the student shows proof that the student: (a) is participating in substance abuse counseling with a qualified professional and is following the recommendations of the counselor and (b) tests negative in a District-administered drug test.

For a second positive test, the student is ineligible to participate in any extracurricular activity for **9 weeks**. The student may not return to participate in extracurricular activities until the student shows proof that the student: (a) is participating in substance abuse counseling with a qualified professional and is following the recommendations of the counselor and (b) tests negative in a District-administered drug test, and (c) agrees to submit to monthly District-administered drug test during the next twelve month period.

For a third positive test, the student is ineligible to participate in any extracurricular activity for **one calendar year**. The student may not return to participate in extracurricular activities until the student shows proof that the student: (a) is participating in substance abuse counseling with a qualified professional and is following the recommendations of the counselor and (b) tests negative in a District-administered drug test, and (c) agrees to submit to monthly District-administered drug test during the next twelve month period.

For a fourth positive test, the student is **ineligible to participate in any extracurricular activity for the remainder of the student's secondary school career**.

The parents or guardians are responsible for the costs of the rehabilitation program, which includes substance abuse counseling and follow-up.

Positive results will not lead to the imposition of any academic consequence or disciplinary action, other than the above described limitations on the privilege to participate in extracurricular activities.

6. Appeal Procedures.

A student or the student's parents or guardians may challenge the results of a positive test through an appeal process to be developed by the Superintendent or designee. In the event a student or the student's parents or guardians wish to challenge a positive test on a basis other than the

veracity of the test result, an appeal may be made in accordance with the policy on extracurricular activity discipline.

7. Process.

The Superintendent or the Superintendent's designee is directed to develop specific testing procedures consistent with this policy.

Approved: 06/18/2012

Reviewed: 05/30/2012, 01/22/2017

Revised _____

GERING, NE

Drug and Alcohol Testing Procedures

1. Eligibility for Random Testing.

Students who participate in school sponsored competitive extracurricular activities at the secondary school (Grades 7-12) level are eligible for random testing. School sponsored competitive extracurricular activities are activities which are sponsored or approved by the Board, but are not offered for credit towards graduation, and which involve competition, comparison, or judging of the individuals or groups with other individuals or groups as part of selection or participation. School sponsored competitive extracurricular activities include, but are not limited to the following: athletic programs, cheerleading, dance team, band, Student Council, National Honor Society, academic teams, play productions, choir, Quiz Bowl, Mock Trial, Enviro Science Team, and Speech Team.

To participate in a school sponsored competitive extracurricular activity, students must submit a completed Consent to Test Form on or before the first practice or on or before the first event or meeting, whichever is applicable. The form must be signed by the student and the student's parent or guardian.

Failure to submit a completed Consent to Test Form will result in ineligibility for participation in school sponsored competitive extracurricular activities until the form is submitted.

Students remain eligible for testing from the date the Consent to Test Form is turned in until a Drop Form is completed, or until the student graduates or is otherwise no longer enrolled in the District. A student for whom a Drop Form has been submitted shall be ineligible for participation in school sponsored competitive extracurricular activities for twelve months from the date the Drop Form is submitted. Students have a fifteen (15) day grace period for reconsideration of a Drop Form.

Students who are not participants in a school sponsored competitive extracurricular activity may volunteer for participation in the testing program by submitting a completed Consent to Test Form.

2. Testing Procedure.

a. Random Testing.

A confidential testing schedule will be created by the Superintendent or designee to ensure that the testing of eligible students is conducted in a manner that is random. To maintain confidentiality and to maintain the integrity of the randomness of this program, the students eligible for testing will be identified by a unique personal identifier that does not make the student known to persons other than the school officials who are directly involved in the testing program.

No fewer than twenty percent (20%) of the pool of eligible students will be tested each school year. The Superintendent or designee shall have the authority to determine the percentage to test, subject to the minimum 20% level, dependent on the nature and extent of the prevailing

problem with drug usage in the school community from time to time. Testing will take place throughout the school year.

b. Collection.

The testing collection process will be conducted in a manner that protects student privacy, guards against tampered specimens and ensures an accurate chain of custody of the specimen. The method of testing may involve the use of breath, saliva, urine, or hair samples. To the extent the testing involves the collection of urine, an adult monitor is to wait outside a closed restroom stall and listen for the normal sounds of urination.

It is intended that the procedures be modeled on those applicable to the testing of CDL employees, which include the testing of specimens for alcohol and unlawful substances. The tests are to be designed to detect only the use of alcohol or illegal drugs, including but not limited to amphetamines, marijuana, cocaine, steroids, opiates, and barbiturates, not medical conditions or the presence of authorized prescription medications.

3. Confidentiality.

All activities related to the testing policy will be carried out in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), and any other applicable confidentiality laws.

Test results will be shared only with staff who have a legitimate educational interest in having access to the information, on a "need to know" basis. Test results will not be turned over to any law enforcement authority in the absence of a court order, subpoena, or other legal process requiring such.

Test results will be kept in confidential files separate from the students' other records. The test results will be destroyed when the student graduates or the graduation of his/her cohorts.

4. Re-Testing.

A student or the student's parent or guardian may challenge the veracity of a positive test. If a positive test is proven to be false, the student will not be subject to the consequences of a positive test, provided that the consequences shall remain in place until the positive test is proven to be false.

The student or the student's parent or guardian shall make a request to challenge a positive test with the Superintendent or designee within 72 hours of the student being notified of the positive test. The Superintendent or designee shall determine whether the challenge shall involve a retest of the specimen or a second test.

If the challenge will involve a retest of the specimen, the specimen previously submitted will be forwarded to a testing laboratory for confirmatory testing. The laboratory must be approved

by the Superintendent or designee and adhere to federal Substance Abuse and Mental Health Services Administration (SAMHSA) standards concerning drug testing protocols and procedures. Results of the re-test will be provided to the Superintendent or designee by the approved laboratory. The re-testing shall be at the expense of the student or the student's parent or guardian. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable in the specimen at the time of the retest.

If the challenge will involve a second test, it will be completed using the District's standard procedures. The second test shall be at the expense of the student or the student's parent or guardian. To be a valid non-positive, the Superintendent or designee must be provided with information that establishes that the substance(s) detected in the initial test would remain detectable via the testing method chosen as of the time of the second test.

Approved: 06/18/2012 **Reviewed:** 05/30/2012, 01/22/2018 **Revised:** _____

Consent to Test

I understand fully that my performance as a student and the reputation of my school are dependent, in part, on my conduct as an individual. I hereby agree to accept and abide by the standards, rules and regulations set forth by the Board of Education of Gering Public Schools, the administration, and the coaches and sponsors for the activities in which I participate.

I consent to and authorize Gering Public Schools to conduct a drug and alcohol test if my number is drawn from the random pool. I also authorize the release of information concerning the results of such tests to designated District personnel.

I understand that this form remains in effect until the submission of an Activity Drop Form or graduation and/or withdrawal from the District.

I plan to participate in one or more of the following school sponsored competitive extracurricular activit(ies):

I am volunteering to be placed in the testing pool.

POLICY 507.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT RECORDS ACCESS

The board recognizes the importance of maintaining student records and preserving their confidentiality. Education records shall be maintained so as to separate academic and disciplinary matters. Education records may be maintained in the central administration office or administrative office of the student's attendance center. Records created and maintained by the district's designated law enforcement unit are not education records. This policy does not apply to student directory information.

The following records shall be maintained as permanent records of the student:

- The student's social security number;
- The record of dates of attendance;
- Highest grade level completed;
- A transcript of classes taken with grades and credits received;
- The records of inoculations and health examinations that are given to the class or student body as a whole;
- The record of participation in extracurricular school activities and sports;
- The signatures of people who are required to sign for access to student records and the statement of purpose for such access;
- The students' or students' parents' written consent of release of student records.

All other student records shall be removed and destroyed after a student's continuous absence from the school for three years.

Any student, his or her parents/guardians, teachers, counselors or school administrators shall have access to the student's records during the regular business hours of the district.

Student information may also be disclosed without written consent of the parent or eligible student (a student who has reached the age of 18) to persons or entities with whom the district has contracted to provide services related to the district's educational program in accordance with the Family Educational Rights and Privacy Act (FERPA).

Gering Public Schools has entered into an agreement with the City of Gering concerning the provision of School Resource Officers (SROs) on school grounds. SROs operating pursuant to this agreement are designated as the district's law enforcement unit, authorized to enforce any local, state, or federal law; to refer to appropriate authorities a matter for enforcement of any local, state, or federal law; and to maintain the physical security and safety of the agency or institution.

In furtherance of these duties, the law enforcement unit shall be responsible for the creation and maintenance of records created for a law enforcement purpose.

In addition, authorized representatives of the State or Federal government, and state educational authorities connected with the enforcement of requirements of certain educational programs as prescribed by law shall have access to student records within the limitations of state statutes. No one else shall have access to the records and the records shall not be divulged to any person without prior consent of the parent or eligible student.

The superintendent shall establish reasonable fees for providing copies of the student's records to a parent or guardian. No fees shall be charged for the right to inspect and review the records.

Legal Reference: 20 U.S.C. § 1232g (FERPA)
 34 C.F.R. Pt. 99, (Privacy Rights of Parents and Students)
 Neb Statute 79-2,104 and 2,105
 79-2539
 79-4,157 and 4,158
 84-1,212.01 et seq.

Cross Reference: 503 Student Attendance
 507 Student Records
 508 Student Health and WellBeing
 604.03 Special Education
 611 Academic Achievement
 804.02 Data or Records Retention
 1003 Public Examination of District Records

Approved 05/17/2010 **Reviewed** 01/22/2018, 08/27/2018 **Revised** 09/17/2018

POLICY 507.2
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT DIRECTORY INFORMATION

Student directory information shall be defined in the annual notice. It may include the student's name, participation in officially recognized activities and sports, weight and height of members of athletic teams, honors and awards received, photograph and other likeness, and other similar information.

Prior to developing a student directory or to giving general information to the public, parents will be given notice annually of the intent to develop a directory or to give out general information and can submit a written request for the exclusion of their child's information from the directory or in the general information about the students.

The district is required to supply class lists including name, address and phone number to college and military recruiters upon their request. Military recruiters will also be provided the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

A parent or guardian of a student in a high school grade may submit a written request to the district that the name, address and phone number for that student shall not be released without prior written consent of the parent or guardian. Upon receiving this request, a district shall not release that information without the prior written consent of the parent or guardian. Within thirty days prior to or following the beginning of each school year and, for a new student who enrolls after the beginning of a school year, within thirty days following such enrollment, the district shall notify the parents and guardians of each student in the highschool of the option to opt out of directory information release.

When a student reaches eighteen years of age, the permission given to the parents or guardians to opt out of the information release shall only be given to the student. Within thirty days prior to or following the beginning of each school year and, for a new student who enrolls after the beginning of a school year, within thirty days following such enrollment, the district shall notify each student who is at least eighteen years of age or who will reach eighteen years of age during the school year of the option to opt out of the information release and that any such request made previously by a parent or guardian for the student expires upon the student reaching eighteen years of age.

It shall be the responsibility of the superintendent to provide notice and to determine the method of notice that will inform parents. Nothing in this policy shall limit the applicability of federal FERPA laws.

Legal Reference: 20 U.S.C. § 1232g (1994).
 34 C.F.R. Pt. 99, 300.560 .574 (1996).

Cross Reference: 506 Student Activities

507 Student Records
1003 Public Examination of District Records

Approved 05/17/2010 **Reviewed** 01/22/2018, 08/05/2019 **Revised** 08/19/2019

POLICY 507.2F1
GERING PUBLIC SCHOOLS
GERING, NE

AUTHORIZATION FOR RELEASING STUDENT DIRECTORY INFORMATION

The Gering Public School District has adopted a policy designed to assure parents and students the full implementation, protection and enjoyment of their rights under the Family Educational Rights and Privacy Act of 1974. A copy of the school district's policy is available for review in the office of the principal of all of our schools.

This law requires the school district to designate as "directory information" any personally identifiable information taken from a student's educational records prior to making such information available to the public.

Even though student addresses and telephone numbers are not considered directory information, military recruiters and post-secondary educational institutions may legally access this information without prior parental consent. Parents not wanting military recruiters and post-secondary institutions to access the information must ask the school district to withhold the information.

The school district has designated the following information as directory information: (The only items left out of this list are address and telephone numbers. Boards need to amend the form to reflect their practice.) student's name; date and place of birth; email address, grade level, enrollment status, major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; and the most recent previous educational institution attended by the student; photograph and other likeness and other similar information. You have the right to refuse the designation of any or all of the categories of personally identifiable information as directory information with respect to your student provided that you notify the school district in writing not later than September 1 of the current school year. If you desire to make such a refusal, please complete and return the slip attached to this notice.

If you have no objection to the use of student information, you do not need to take any action.

RETURN THIS FORM

Gering Public Schools

Parental Directions to Withhold Student/Directory Information, for 20__ - 20__ school year.

Student Name: _____

Date of Birth: _____

School: _____

Grade: _____

(Signature of Parent/Legal Guardian/Custodian of Child) (Date)

This form must be returned to your child's school no later than _____, 20__.

Additional forms are available at your child's school.

Parental Directions to Withhold Student Names, Addresses and Phone Numbers from Military Recruiters and Post-Secondary Educational Institutions, for 20__ - 20__ school year.

Student Name: _____

Date of Birth: _____

School: _____

Grade: _____

(Signature of Parent/Legal Guardian/Custodian of Child) (Date)

This form must be returned to your child's school no later than _____, 20__ .
Additional forms are available at your child's school.

**POLICY 507.3
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT PHOTOGRAPHS

The board will permit student "portrait", group, or class photographs to be taken on school premises by a student or commercial photographer as a service to the students and their families.

Parents will be notified prior to the taking of pictures by a commercial photographer. In no case will students be pressured to purchase pictures.

Students or commercial photographers may take pictures of students upon consent for such things as the yearbook or student newspaper.

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

Cross Reference: 507.02 Student Directory Information

Approved 05/17/2010 **Reviewed** 02/26/2018 **Revised** _____

POLICY 507.4
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT LIBRARY CIRCULATION RECORDS

Student library circulation records are designed to be used internally to assist in the orderly administration of the school district libraries and media center. As a general rule, student library circulation records are considered confidential records and will not be released without parental consent. Individuals who may access such records include a student's parents, the student, authorized licensed employees, authorized government officials from the U.S. Comptroller General, the Secretary of Education, the Commissioner and Director of the National Institute of Education, and the Assistant Secretary for Education and State Education Department. Appropriate authorities in a health or safety emergency may access the student's library circulation records without the approval or the notification of the student's parents.

It shall be the school librarian's responsibility, as the person maintaining the student library circulation records, to approve requests for access to student library circulation records. Students' library circulation records may be accessed during the regular business hours of the school district. If copies of documents are requested, a fee for such copying shall be charged.

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

Legal Reference: 20 U.S.C. § 1232g (1994).
 34 C.F.R. Pt. 99 (1996).

Cross Reference: 507.01 Student Records Access

Approved 05/17/2010 **Reviewed** 02/26/2018 **Revised** _____

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



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 20, 2025 between Gering Public Schools (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Gering High School Auditorium HVAC Replacement (“Project”).

JEO Project Number: 250806.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$41,000**.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

By:

By: Jack Baker

Title:

Title: Principal

Date Signed:

Date Signed:

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

120 E 16th Street

Scottsbluff, NE 69361



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

Gering, Nebraska: The project will replace three indoor air handling units in the Gering High School Auditorium.

1 DESIGN

- 1.1 Conduct field visit to verify existing conditions and impact of construction
- 1.2 Provide architecture backgrounds and details as needed
- 1.3 Design HVAC Replacement
 - 1.3.1 HVAC design for replacement of 3 indoor air handling units.
 - 1.3.2 Electrical Design to accommodate the air handler replacement.
 - 1.3.3 Plumbing Design to accommodate the air handler replacement.
 - 1.3.4 Fire protection to accommodate the air handler replacement.

2 BIDDING & NEGOTIATION PHASE

- 2.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner. (One meeting)
- 2.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 2.5 Prepare and attend a Pre-Bid meeting.
- 2.6 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.7 Assist the Owner in securing construction bids for the project.
- 2.8 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 2.9 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.10 Prepare and submit necessary information to the Owner for project award approval.
- 2.11 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.12 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

3 CONSTRUCTION PHASE

- 3.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts

with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.

- 3.2 Review shop drawings and related data supplied by the Contractor.
- 3.3 Schedule and conduct up to 2 progress meetings with Owner and Contractor.
- 3.4 Provide interpretation of the plans and specifications, when necessary.
- 3.5 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- 3.6 Consult with and advise Owner during construction regarding all aspects of the project.
- 3.7 Conduct a final inspection of project with the Contractor and Owner.
- 3.8 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 3.9 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

4 FEE

4.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task:</u>	<u>Fee</u>
Design Phase (Lump Sum)	\$ 24,000.00
Bidding Phase (Lump Sum)	\$ 5,000.00
Construction Phase (Lump Sum)	\$ 12,000.00
Total (Not to Exceed)	\$ 41,000.00

5 PROGRESS PAYMENTS

- 5.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 5.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 5.3 Payments will be applied first to the interest then principal.
- 5.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

6 CONTRACT TIME

- 6.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 6.2 Design Phase – 90 days from authorization to proceed.
- 6.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 6.4 Construction Phase – Anticipated 3 duration following Construction Contractor notice to proceed.

7 EXCLUSIONS

7.1 Any permit fees associated with permit applications

8 REIMBURSABLE EXPENSES

8.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.

8.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

9 ADDITIONAL TERMS

9.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.