

Regular Board of Education Meeting

Monday, December 14, 2020 6:00 PM

Gering High School  
1500 U Street  
Gering, NE 69341

1. Signature of Notification
2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

The meeting was called to order at 6:00 p.m.

1. Acknowledge Open Meetings Law

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. Notice of this meeting was published in the Star-Herald on December 11-12, 2020 (2X due to schedule/date change).

3. Excuse Absent Board Members

4. Consent Agenda

1. Minutes From Previous Board Meetings (6 total, Nov-Dec)

2. Approval of Claims/Bills

3. First Reading of Board Policies

4. Second Reading of Board Policies

5. Personnel Items

- i. Contract Approvals

1. Rebecca Delzer - GJHS Resource Teacher

- ii. Resignations

6. Set tentative dates and times for Gering Public Schools Board of Education meetings for the 2021 calendar year.

5. Patron Comments

## 6. Reports and Discussions

### 1. Recognition of Bulldog staff member of the month (October 2020) - Kelsey Engel, Northfield Elementary 2nd Grade Teacher.

Principal Wiedeman joined Northfield paraprofessional Tiffany McMurtry in recognizing Kelsey Engel as the October Bulldog staff member of the month. In her nomination letter, McMurtry described Mrs. Engel as an amazing teacher, mentor and leader who continually strives to learn and grow in her profession. Supporting her in receiving this honor was her husband, Ryan, and their three children.

### 2. Recognition of Bulldog staff member of the month (December 2020) - Tiffany Leetch, Gering Public Schools Head Nurse.

GHS Principal Rocky Schneider took a moment to describe the nature of this unique year noting a variety of personal mask preferences, evolving health guidelines, and a substantial number of hours invested in the research, preparation and implementation steps taken to ensure a safe reopening of schools this fall - All of which Tiffany Leetch took leadership in. Her professionalism was recognized paramount in the process.

### 3. GHS Track Facility - Bill Bauer

Local business owner and district volunteer Bill Bauer offered a formal proposal for GHS track and field renovations in a 5-year plan. In his presentation, Mr. Bauer highlighted the need for an updated base as opposed to overlay, seating to offer attendance at competitions, improved drainage system and fencing. The track was built in 1970 with a full replacement in 1992. In more recent years, repairs/top coat was applied in 2014 (\$42,450) and again in 2019 (\$79,000). Based on this schedule, repairs would be necessary in 2024, but at that time the facility will be 22 years old. The current asphalt base is reportedly beginning to disintegrate. Bill would like the board to begin discussions early for financial planning purposes. The estimated cost for all improvements is estimated at \$535,100. As a possible option, Mr. Bauer proposed dividing the project into more manageable pieces starting with engineering and design work (\$12K), replacement of asphalt base (\$158,500), new surface (\$165,000), bleacher installation (\$149,600), fencing and other necessities (\$40K), and a storage building. Amid the pandemic, he recognized budgetary constraints. Board President B.J. Peters thanked Bill Bauer for the thoroughness of his research and solution-minded approach. The facilities committee will retain this information for future use.

### 4. 2019-2020 Financial Audit Report - Mike Scow, CPA at Dana F. Cole & Company

CPA Mike Scow offered a favorable report of the district's audit. Booklets detailing the full scope of the annual audit were provided to all board members as well as the interim and incoming superintendents.

### 5. Business/Facilities Committee Report

Chairman Josh Lacy indicated that accounts payable were reviewed at this meeting before discussing budget forecasts for the upcoming calendar year. The committee received a

report on the water line leak at the Junior High resulting in the temporary closure of Gering Junior High. Additional site surveys will follow in the coming months once the tunnel has dried out.

- i. Trial Balance Summary
- ii. Fund Balances
- iii. Schedule of Investments
- iv. Financial Statements

#### 6. Personnel/Curriculum Committee Report

Committee chair Mary Will reported on the groups December 8th meeting happenings. Secondary principals provided information on Edgeinuity, an online program that would support ECL student learning. MAPS testing is scheduled to take place in January 2021. Due to the pandemic, Mrs. Winn stated that budget comparisons between 2019-20 / 2020-21 were sobering. "Negotiations [with GEA] have placed a hard reality on our minds," she noted in referencing tonight's action item agenda. Lastly, upcoming Gering VALTS graduates were recognized for their achievement within the program.

#### 7. Superintendent's Report

Superintendent Gary Cooper opened his report spotlighting a healthy financial audit, but also noting increased expenditures and possible economic downturn due to the pandemic. Gering High School is assessing restructuring to move away from current block scheduling to possibly a hybrid of traditional/block. This change would present additional opportunities between WNCC and other community partners for dual-credit and work study options.

#### 7. Action Items

1. Discuss, consider and take action regarding approval of the Interim Superintendent's Fall 2020 Evaluation.

President B.J. Peters noted "Not surprisingly, Superintendent Cooper received high marks across the board" with glowing feedback for his continued commitment to Gering in what has been an intense school year with many out of the ordinary tasks added to his role.

2. Discuss, consider and take action regarding approval of a Superintendent's Contract of Employment with Dr. Nicole Regan.
3. Discuss, consider and take action regarding acceptance of the 2021-2022 Negotiated Professional Agreement.
4. Discuss, consider, and take action regarding acceptance of the 2019-2020 Financial Audit.

#### 8. Tentative Committee Meeting Dates

## 9. Board Comments

Mary Winn opened remarks praising GHS for their electronic sign. "It is so nice to see it functional again when I drive by," Winn stated. Next, she reflected on the superintendent interview process noting it was intense, but enjoyable, adding that Dr. Regan will be the perfect fit for Gering Public Schools. In reference to staff negotiations, she noted that budget strains will lead to tough decisions. These are not vindictive, but necessary to maintain the quality of education. Brent Holliday added over the past three months, he has learned more the in depth finances of the district than he had in the past three years. The cohesiveness of the board is something he appreciates as information is shared. Christmastime is special, and in the midst of the pandemic he encouraged others to "think of your neighbor during these tough times. Fill it with the Christmas spirit when you're out in public." He went on to add that this has been a memorable year on the board, but he's glad it has been with his fellow board members alongside. Brady Shaul echoed the same sentiments as he reflected on the upcoming break for staff. Brian Copsey highlighted the district Christmas performance packets. "This year has required some serious lifting," he said as he thanked staff for their commitment to the students. In closing, B.J. Peters said while pandemic guidelines may keep families apart, take the time to still connect and enjoy the time together.

10. Executive Session to protect the public interest for the purpose of discussing a personnel matter.

11. Adjourn

The meeting was adjourned at 8:10 p.m.

Special Board Meeting  
Monday, November 23, 2020 12:00 PM

Gering Civic Center  
1050 M Street  
Gering, NE 69341

## **Agenda**

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
  1. Acknowledge Open Meetings Law
  2. Notice of this meeting was published in the Gering Courier on Thursday, November 19, 2020.
3. Reports and Discussions
  1. Superintendent Search - NASB Representative Shari Becker
4. Executive Session for the protection of public interest related to the interview selection process.
5. Adjourn

## Regular Board of Education Meeting

Monday, November 16, 2020 6:00 PM

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

### 1. Signature of Notification

### 2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

#### 2.1. Acknowledge Open Meetings Law

2.2. Notice of this meeting was published in the Gering Courier on Thursday, November 12, 2020.

### 3. Excuse Absent Board Members

Brent Holliday was excused from the meeting due to illness. This motion, made by Mary Winn and seconded by Josh Lacy, Passed.

Brian Copsey: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

### 4. Consent Agenda

The Consent Agenda was approved as presented. This motion, made by Brian Copsey and seconded by Brady Shaul, Passed.

Brian Copsey: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

#### 4.1. Minutes From Previous Board Meeting

#### 4.2. Approval of Claims/Bills

#### 4.3. First Reading of Board Policies

#### 4.4. Second Reading of Board Policies

- 4.4.i. 104.00 Educational and Operational Planning
- 4.4.ii. 105.00 Return To School Committee
- 4.4.iii. 204.02 Special Board Meetings
- 4.4.iv. 205.08 Board Policy and Temporary Waivers of NDE Rules
- 4.4.v. Staff Conduct With Students
- 4.4.vi. 404.02 Employee Injury On The Job
- 4.4.vii. 501.01 Educational Equity
- 4.4.viii. 503.04 Addressing Barriers To Attendance
- 4.4.ix. 504.11 Weapons
- 4.4.x. 504.21 Dating Violence Prevention
- 4.4.xi. 505.03 Suspension and Expulsion of Students
- 4.4.xii. 508.15 Concussion Awareness
- 4.4.xiii. 801.04 Bus Safety Program

#### 4.5. Personnel Items

- 4.5.i. Contract Approvals
- 4.5.ii. Resignations

#### 5. Patron Comments

#### 6. Reports and Discussions

##### 6.1. Recognition of our November 'Bulldog Staff Member Of the Month'

Representing Gering Junior High, Julie Siebke read a heartfelt letter nominating Jan Zitterkopf as the Bulldog Staff Member of the month for November. Mrs. Siebke highlighted that not only is Mrs. Zitterkopf an exceptional, dedicated member of their team, but also a teacher who engages and inspires her students. For this reason, Mrs. Zitterkopf's FCS classes remain popular and often times scheduled full. Board President B.J. Peters acknowledged that for Mrs. Zitterkopf, teaching isn't a job, it's her passion as he expressed his appreciation for her valued role in what makes Gering Public Schools great.

##### 6.2. Gering Tennis/Pickleball Court Revitalization Committee

Zac Karpf addressed the board on behalf of the Gering Tennis/Pickleball Court Revitalization organization. As he introduced several members in attendance, he described their group simply as citizens who care about the community. Area resident Dr. George Schlothauer was credited for initiating conversations and channeling efforts in a casual manner as they "sat on his porch and visited about it" which later grew with momentum from the community support. Photos that were presented highlighted safety concerns such as trip and fall hazards from the deteriorating condition of the courts. Drainage issues were also addressed. In comparison to the new high school, Zac stated this facility, located at the entrance, doesn't present well, as he encourage attendees to stop by and see it if they hadn't recently. Next, Mr. Karpf shone a spotlight many of the positive things happening with the GPS tennis team. Last fall all three of the team's senior boys were offered collegiate scholarships. Unfortunately the girl's season was cut short this spring due to covid. This year, two of the boy's team members advanced past the first round of State competition. Mr. Karpf congratulated coaches Ron Swank, Tim Nagaki, and April Carlson on their team's accomplishments as he recognized them as "great coaches." In addition to school usage, Gering tennis club, consisting of approximately 30 individuals of all ages, utilize these courts. Over past 90-days the revitalization committee had been in discussion with GPS and the City of Gering. Dr. Schlothauer had donated the family's entire sweet corn crop this fall raising over \$1,000 in funds to assist with minimizing the cost of the project. There are several grants they believe may be available to further support the initiative. The group was approaching the school board seeking direction before they move forward. Two proposals were presented. The first was a revitalization entailing complete removal of the existing courts and fencing. Drainage concerns would be addressed, and four post-tension concrete courts would be installed. The existing lighting would be kept. A spectator area would be added along with new fencing. The total cost was projected at \$350,000. In contrast, a second option, one that Mr. Karpf noted had already been used in the past, would be resurfacing the courts which carried a price tag of approximately \$58,000. This would offer a temporary fix and did not address drainage concerns. From a community/economic impact standpoint, Zac also pointed to the fact that revitalization of the existing facilities would allow Gering to host competitions. He indicated "tennis is a sport that appeals to all ages" as he asked the board to consider offering their commitment in the process. "Can this be done? Should we move forward?," he asked as he again highlighted their organizations role in trying to keep the district's cost as low as possible. In closing, he read a letter written by senior tennis player Kayle Morris expressing her appreciation for the program and support of revitalization efforts. Board President B.J. Peters stated "Zac, your passion has caught our attention. We understand the partnership, and we want to continue this. We realize timing will impact the project, so we will make it a priority to try to help your group find the resources to make this happen next summer. Although there are budget constraints we will need to consider in light of the pandemic, we are not asking you to slow down your efforts. It is a safety issue, and we have some great athletes that we want to offer the best tools to. You are here for the right reasons and we appreciate that."

### 6.3. Personnel/Curriculum Committee Report

Committee chair, Mary Winn recapped their most recent meeting on November 3. At tonight's meeting the board will consider the final piece of the Social Studies curriculum before they proceed to the English Language Arts adoption set to take place next. The proposed quote includes six years of digital access at no extra cost which was not offered in the other packages.

#### 6.4. Business/Facilities Committee Report

Brian Copsey noted that the annual finance audit is currently underway and would be presented at next month's meeting. Brady Shaul indicated that during a recent meeting with Hausman Construction, the lighting in the main gymnasium was evaluated. Mary Winn inquired if this was a design flaw in the construction plan that should be revisited. The committee is unsure, but is discussing. He also noted the new marquee sign at GHS is scheduled to arrive this week, and will be installed soon. The committee had been made aware of network issues affecting the district, and upgrades have been approved. The first negotiation meeting will be held Wednesday night via Zoom between the district's legal counsel, Rex Shultze, and the GEA.

##### 6.4.i. Trial Balance Summary

##### 6.4.ii. Fund Balances

##### 6.4.iii. Schedule of Investments

##### 6.4.iv. Financial Statements

#### 6.5. Superintendent's Report

Superintendent Cooper extended his appreciation to Shelly Muggli who was in attendance for her role in the aforementioned negotiation process and orchestrating annual training for our crisis teams. He also addressed a news release for earlier today addressing a resolution by the Nebraska State Board of Education requesting community support with a mask mandate. Currently, there are 54 active cases in our district which Cooper noted equates to approximately 2.5% of our population. Of these cases, it is projected that the number of students and staff is about 50/50. The number of quarantines are higher, and were described as having the most impact on students/families. In the district's Extended Campus Learning program, there are 65 students presently enrolled: 23-Elementary, 23-Junior High, 19 High School. Nearly half of the students who initially elected to participate in this program have since returned to the traditional, in-person setting.

#### 7. Action Items

7.1. Discuss, consider, and take action regarding the purchase of K-5 social studies curriculum materials from Gibbs Smith Education in the amount of \$13,941.90.

The purchase of fourth grade social studies curriculum from Gibbs Smith Education in the amount of \$13,941.90 was approved. This motion, made by Mary Winn and seconded by Brady Shaul, Passed.

Brian Copsey: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

7.2. Discuss, consider, and take action regarding approval of the NASB superintendent evaluation tool.

In discussion, Mary Winn inquired about the delivery method(s) of the evaluation. President B.J. Peters noted this would be an online survey. Also, despite the nature of Mr. Cooper's role being interim, an exit evaluation will need to be completed. .

The adoption of the proposed NASB superintendent evaluation tool was approved. This motion, made by Brian Copsey and seconded by Josh Lacy, Passed.

Brian Copsey: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

7.3. Discuss, consider, and take action regarding proposed changes to the 2020-21 school calendar.

Revisions to the 2020-21 school calendar were accepted as proposed. This motion, made by Josh Lacy and seconded by Mary Winn, Passed.

Brian Copsey: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

8. Tentative Committee Meeting Dates

## **Future Board Meetings**

Special Board Meeting - Mon, Nov 23 @ 12:00 p.m. (Gering Civic Center)

Special Board Meetings, Superintendent Interviews - Mon, Nov 30 - Thurs, Dec 3 @ 6:30 p.m. nightly (Gering Civic Center)

Regular Board Meeting - Mon, Dec 14 @ 6:00 p.m. (City Council Chambers)

## **Tentative Committee Meeting Dates:**

Curriculum/Personnel Committee -- Tues, Dec 8 @ 7:00 a.m. (Central Office)

Facilities/Business Committee -- Thurs, Dec 10 @ 4:30 p.m. (Central Office)

9. Board Comments

Brady Shaul expressed his appreciation for all of the staff at Gering Public Schools, and hopes the additional work days approved at tonight's meeting will be helpful. Mary Winn attended the Western Conference one-act competition hosted at Gering Public Schools last weekend. As she reflected on past experiences, she was grateful for the improvements made in the theater over the past three years. She noted that set changes were nearly impossible without that additional space backstage, and the newly added overhead door was very beneficial. Despite challenging circumstances this year, the student's performance was amazing! She was also impressed with the safety protocols implemented and being followed. Josh Lacy congratulated Jan Zitterkopf on her recognition as Bulldog staff member of the month. He also extended his appreciation to Zac Karpf and the other committee members who attended on behalf of the revitalization group as he shared how community involvement will be a critical factor for moving forward. Next, as both a board member and parent, he recognized custodians and all of the staff at GPS for keeping school open and continuing to keep students growing educationally. Brian Copsey echoed this sentiment noting it is difficult to know how else to express appreciation, but he wants to continue to share that the board will continually do what they can to navigate this impossible situation citing "the goal remains the same - we are all doing our best to educate students." Gary Cooper added that, in appreciation, the cafeteria would be providing Thanksgiving lunch to all staff members on Thursday. Additionally, a special gathering with the district's custodial and maintenance teams would take place on December 16. Board President B.J. Peters continued to address staff saying "This year has been mentally challenging and wearing on all staff; we are aware. I will still adamantly defend the belief that schools are the safest place for our students to be. With the safety protocols that have been in place since the beginning of the year, we are keeping staff and students safe." In closing, Mr. Peters asked the public to please do their part so we can keep schools open.

## 10. Adjourn

The meeting was adjourned at 7:16 p.m.

## Special Board Meeting - Superintendent Interviews

Monday, November 30, 2020 6:30 PM

Gering Civic Center  
1050 M Street  
Gering, NE 69341

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
- 2.1. Acknowledge Open Meetings Law

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. Notice of this meeting was published in the Gering Courier on Thursday, November 25, 2020 and the Star-Herald on November 25-29, 2020.

3. Superintendent Interview Candidate: George Schlothauer.

Mr. Schlothauer opened the meeting with a 5-minute presentation spotlighting both the strengths of the district as well as possible challenges the new superintendent may face. As a third generation Gering graduate who currently has children attending Gering Public Schools, he expressed a deep belief in the importance of strong schools within our community. With this, the following strengths were identified:

1. A supportive community!
2. Updated facilities
3. Tradition and History
4. Established Career Pathways
5. GPS Foundation is thriving
6. GPS School Board is unified
7. Innovative programs, such as Samsung Solve for Tomorrow, are creating additional learning opportunities which build a strong foundation for students.

Potential areas of focus for the next superintendent:

1. Facilities - A strategic plan with five and ten year goals should be established to ensure maintenance of aging facilities.
2. Student Enrollment - Based on data provided by ESU-13, student enrollment in the region has been steadily declining since 2013. With this, funding has been impacted.

3. Fiscal Health - Schlothauer stressed the value of educating everyone involved on the district's finances to see where cost savings are possible, especially in light of the current pandemic.
4. Presence within the Community - If he is afforded the opportunity, Schlothauer indicated that he would encourage and support administrators, teachers and students to become active within our community. "The community needs to hear our story! We have a lot of great things happening at Gering Public Schools," he said.

Following the presentation, the school board posed a series of twenty questions encompassing all facades of the district.

In closing, Mary Winn asked if there was anything further that Mr. Schlothauer would like to share with the board. Two areas he advocated for were unified sports and programs to support students as they transition into sixth and ninth grades. Before leaving, he offered a copy of his formal transition plan to each board member which emphasized: Listen, Learn, Lead.

4. Executive Session for the protection of public interest or the prevention of needless injury to the reputation of the candidate being interviewed.

The board entered into executive session at 8:01 p.m. to discuss the strengths and weaknesses identified by stakeholders in previous interviews. This motion, made by Brian Copsey and seconded by Mary Winn, Passed.

Brian Copsey: Yea  
Brent Holliday: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

The board exited executive session at 8:44 p.m. This motion, made by Brian Copsey and seconded by Brady Shaul, Passed.

Brian Copsey: Yea  
Brent Holliday: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

## 5. Adjourn

The meeting was adjourned at 8:45 p.m.

## Special Board Meeting - Superintendent Interviews

Tuesday, December 1, 2020 6:30 PM

Gering Civic Center  
1050 M Street  
Gering, NE 69341

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
- 2.1. Acknowledge Open Meetings Law

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. Notice of this meeting was published in the Gering Courier on Thursday, November 25, 2020 and the Star-Herald on November 25-29, 2020.

3. Superintendent Interview Candidate: Dr. Nicole Regan

Dr. Regan opened the meeting with a 5-minute presentation highlighting the perceived strengths and areas of growth for Gering Public Schools. She expressed a deep interest recognizing it as a comprehensive Class B school. The current programming made Gering a district of choice. Dr. Regan went on to describe the personal touch of the community and staff as another driving force. With many of her professional experiences focused in human resources and special programs, she would align her patterns of success with the school board's vision.

Following the presentation, the school board asked a series of twenty questions encompassing all facades of the district.

In closing, Dr. Regan reiterated the importance of relationships, and a strong desire to be the Gering superintendent. "Schools energize me. I love my job, and the challenge of retooling approaches to build on successes," she expressed.

4. Executive Session for the protection of public interest or the prevention of needless injury to the reputation of the candidate being interviewed.

A motion to enter into executive session at 8:06 p.m. to discuss the strengths and weaknesses identified by stakeholders in previous interviews. was presented by Josh Lacy, seconded by Brent Holliday. After voting, motion Passed.

Brian Copsey: Yea  
Brent Holliday: Yea  
Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

A motion to exit executive session at 8:41 p.m. was presented by Josh Lacy, seconded by Brent Holliday. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

5. Adjourn

## Special Board Meeting - Superintendent Interviews

Wednesday, December 2, 2020 6:30 PM

Gering Civic Center  
1050 M Street  
Gering, NE 69341

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
- 2.1. Acknowledge Open Meetings Law

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. Notice of this meeting was published in the Gering Courier on Thursday, November 25, 2020 and the Star-Herald on November 25-29, 2020.

3. Superintendent Interview Candidate: Dr. Troy Unzicker

Dr. Troy Unzicker shared an in depth 10-minute presentation of what he seen as the strengths and areas of growth for Gering Public Schools. Starting with strengths, his Powerpoint read as follows:

1. Community - Supportive community; Community pride
2. Academics - Reputation for sound academics and fairness; Career pathway programs; Progressive; Focus on what is right for students
3. Administration/Staff - Great team; Professional Development
4. Facilities - Updated; Newer high school and elementary; Central Office in downtown, easily accessible; Safe
5. School Board - Solid leadership; Supports teachers
6. Parents/Students - Opportunities both academically and with activities
7. The Foundation: Supportive

Next, the focus shifted towards opportunities for growth within the district:

1. Student Learning/Achievement - Early Childhood; FFA; Dual Credits; Alternative School; HAL Program
2. Budget/Facilities - Financial stability; Junior High; SPED numbers; Poverty numbers; Uniforms/equipment; Maintenance
3. Staff, Communication, Community - Enrollment declines; Foundation growth, Athletic department; Mental health
4. Leadership - Documentation of process; Data usage

5. Academics - More technology; Current technology offerings; More enrichment/offerings; More for kids to do

Additionally, he shared other challenges to consider:

- COVID - Financial aspects of property tax and state aid
- Curriculum - Virtual options, professional development, changing standards/assessments, data driven options
- Minimum Wage
- Transgender
- Federal Changes - new secretary of education and requirements

Following the presentation, the school board asked a series of twenty questions encompassing all facades of the district.

In closing, B.J. Peters asked if there was anything further that Dr. Unzicker would like to share with the board. He shared a binder entailing what he described as his six-week transition checklist. "When I accepted the position at Alliance, I envisioned this as where I would retire. I am very happy there - with the community, my team, and the work we have accomplished with the budget. I didn't imagine this opportunity would ever become available during my career," he commented as he expressed a deep interest in the position, because of his hometown K-12 roots here in Gering.

4. Executive Session for the protection of public interest or the prevention of needless injury to the reputation of the candidate being interviewed.

The board entered into executive session at 8:04 p.m. to discuss the strengths and weaknesses identified by stakeholders in previous interviews. This motion, made by Josh Lacy and seconded by Brady Shaul, Passed.

Brian Copsey: Yea  
Brent Holliday: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

The board exited executive session at 8:43 p.m. This motion, made by Josh Lacy and seconded by Mary Winn, Passed.

Brian Copsey: Yea  
Brent Holliday: Yea  
Josh Lacy: Yea  
B.J. Peters: Yea  
Brady Shaul: Yea  
Mary Winn: Yea

5. Adjourn

## Special Board Meeting - Superintendent Interviews

Thursday, December 3, 2020 6:30 PM

Gering Civic Center  
1050 M Street  
Gering, NE 69341

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
- 2.1. Acknowledge Open Meetings Law

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. Notice of this meeting was published in the Gering Courier on Thursday, November 25, 2020 and the Star-Herald on November 25-29, 2020.

3. Superintendent Interview Candidate: Dr. Vernon Fisher

Dr. Vernon Fisher addressed the district's perceived strengths and weaknesses in a 10-minute presentation.

### Strengths -

1. Board of Education
2. Parent and Community Support
3. Administrative Team
4. Professional Learning Communities

### Challenges -

1. In the past 11 years, GPS has had leadership from four different superintendents.
2. Budgeting due to economic impact of pandemic and legislative initiatives.
3. Developing trust.
4. Programming

Following the presentation, the school board asked a series of questions encompassing all facades of the district. Conversation ran long in the interview, and the board was not able to ask all twenty questions.

In closing, Dr. Fisher expressed that he was honored at opportunity to interview for the position. "It was a very full day with lots of positive experiences," Fisher stated.

4. Executive Session for the protection of public interest or the prevention of needless injury to the reputation of the candidate being interviewed.

The board entered into executive session at 8:15 p.m. to discuss the strengths and weaknesses identified by stakeholders in previous interviews. This motion, made by Brent Holliday and seconded by Josh Lacy, Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

The board exited executive session at 9:20 p.m. This motion, made by Brady Shaul and seconded by Brent Holliday, Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea

#### 5. Adjourn

Meeting was adjourned at 9:41 p.m.

President B.J. Peters may begin contract negotiations with Candidate #10. This motion, made by Mary Winn and seconded by Josh Lacy, Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

B.J. Peters: Yea

Brady Shaul: Yea

Mary Winn: Yea



**Board of Education**  
**2020-21 Meetings Schedule**  
 Approval Pending: 11 / 30 / 2020

	<i>Regular Meeting</i>	<i>Special Meeting</i>	<i>Curriculum Personnel Committee</i>  <i>Holiday Peters Winn</i>	<i>Facilities Business Committee</i>  <i>Copsey Lacy Shaul</i>	<i>Policy Committee</i>  <i>Lacy Winn</i>
	<b>3rd Monday</b>	<b>4th Tuesday</b>	<b>1st Tuesday</b>	<b>1st Thursday</b>	<b>2nd Thursday</b>
<b>January</b>	1/18	1/26	1/5	1/7	1/14
<b>February</b>	2/15	2/23	2/2	2/4	2/11
<b>March</b>	3/15	3/23	3/2	3/4	3/11
<b>April</b>	4/19	4/27	4/6	4/1	4/8
<b>May</b>	5/17	5/25	5/4	5/6	5/13
<b>June</b>	6/21	*6/29	6/1	6/3	6/10
<b>July</b>	7/19	7/27	7/1	7/6	7/8
<b>August</b>	8/16	8/24	8/3	8/5	8/12
<b>September</b>	9/13	9/28	9/2	9/7	9/9
<b>October</b>	10/18	10/26	10/5	10/7	10/14
<b>November</b>	11/15	11/23	11/2	11/4	11/11
<b>December</b>	12/20	12/28	12/2	12/7	12/9
	*Sept is 2nd Monday - Budget Hearing	*June is 5th Tuesday			

**POLICY 204.12**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**PUBLIC PARTICIPATION IN BOARD MEETINGS**

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting. This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability  
204.3 Public Hearings  
204.10 Agenda  
403.5 Public Complaints about Employees

Approved 1/20/03 Reviewed 2/23/15 Revised 9/14/09



GERING PUBLIC SCHOOLS  
INTERIM SUPERINTENDENT EVALUATION  
FALL 2020 EXECUTIVE SUMMARY



GERING PUBLIC SCHOOLS  
SUPERINTENDENT EVALUATION  
FALL 2020 EXECUTIVE SUMMARY

**IMPORTANT INSTRUCTIONS:** The superintendent evaluation is considered to be a personnel document; therefore, it is not a public document. This protects the document if it is brought to the table during the board meeting.

The board will discuss the superintendent evaluation results in open session. If there are areas of growth that may potentially jeopardize the reputation of the superintendent if discussed in public, the board president may wish to contact the school attorney to receive instruction regarding closed session discussion.

Scale: 1.00-6.00; 6.00=Excellent; 1.00=Poor

	Self-Evaluation	Board Evaluation
<b>Highest Scoring Standard</b>	All Self-Evaluation Standards Rated 4.0	Professional Leadership (5.75)
<b>Lowest Scoring Standard</b>		Board Policy (5.42)

**STANDARD I: DISTRICT & BOARD OPERATIONS**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.63
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Works collaboratively with board president to develop the board agenda, and to the greatest extent possible, ensures that the board has adequate information to support purposeful and informed decision-making. (4.7)

**STANDARD II: BOARD POLICY**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.42
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Monitors administrators' implementation of policy and procedures. (5.0)

**STANDARD III: BUDGET PLANNING & MANAGEMENT**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.50
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Updates board with historical and current budget data to monitor revenue and expenditures. <i>AND</i> Ensures that the district completes an annual audit and discloses findings to the finance committee and board. (Both 5.2)

**STANDARD IV: ORGANIZATIONAL & CULTURAL LEADERSHIP**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.46
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Ensures that district personnel and all staff are evaluated regularly according to board policy and applicable laws. (5.3)

**STANDARD V: COMMUNITY RELATIONS**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.46
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Establishes a visible presence in the district and community and is accessible to both internal and external stakeholders. (5.0)

**STANDARD VI: PROFESSIONAL LEADERSHIP**

	Self-Evaluation	Board Evaluation
<b>Average Score</b>	4.00	5.75
<b>Lowest Indicator(s)</b>	All indicators rated <i>Average</i>	Demonstrates knowledge of current evidence-based practices for teaching and learning and seeks to develop others in this area. (5.5)

Superintendent Comments – Hopes to provide the bridge from former to future leadership.

Theme(s) Among Board Comments – Providing good leadership in a difficult year.

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT GERING PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Gering Public Schools**, legally known as **Scotts Bluff County School District No. 79-0016**, and referred to as "the Board" and "the District" respectively, and **Dr. Nicole Regan** referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of 2 year(s) beginning on July 1, 2021, and expiring on June 30, 2023. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the contract year shall be \$180,000 which shall be paid in 12 equal monthly installments on the District's normal payroll system for work performed during the month of July 2021. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the

District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

**Section 5. Professional Status.** The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the

administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 60 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

**a. Health Insurance.** The District shall pay 50% of the annual single health premium payment with dental at the \$1,050 deductible premium level pursuant to the Educator Health Alliance schedule.

**b. Life Insurance.** The District shall pay 50% of the premium of one of the life insurance plans offered by the District if the Superintendent elects to enroll. Currently those offerings include \$20,000, \$40,000, or \$60,000 benefits.

**c. Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of sixty-six (66) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

**d. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense. The amount of the premium for each employee shall be added to each employee's gross pay each month and deducted after tax for the premium payment.

**e. Section 125 Plan.** The Superintendent may participate in the District's Section 125 plan consistent with the terms of that plan. Any contributions will be directed by the Superintendent. The Board does not contribute toward the Superintendent's participation in the plan.

**f. Vacation.** The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of **\$500.00** per day.

**g. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

**h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators and the American Association of School Administrators.

Others may be approved by the Board upon the Superintendent's request.

- i. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees to authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$250.00 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Superintendent is entitled to a total of five (5) bereavement leave days, which must be taken consecutively, for absence in case of a death in the immediate family. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent, or a person in the same home as part of the family, or someone for whom the employee is guardian or holds power of attorney. For the death of a child, step-child or spouse, the Superintendent may take an additional five (5) bereavement days that will be deducted from the Superintendent's sick leave balance.
- k. Holidays.** The following days shall be holiday days for the Superintendent and not working days: Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day and New Year's Day.
- l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- m. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending

educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

**n. Relocation Expenses.** The Board will make a one-time payment of up to \$5,000.00 to the Superintendent for costs related to relocating to the District. The Superintendent will submit receipts for relocation costs including but not necessarily limited to mileage and moving expenses.

**Section 12. Residence/Domicile in District.** The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent does not establish domicile and principal place of residence within the District at the commencement of employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this

contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

**Section 17. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

**Section 18. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 19. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 20. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Superintendent



# **Gering Public Schools**

## **Negotiated Professional Agreement**

**2021-2022** School Year

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Adopted January 21, 2019

**APPENDICES**

**APPENDIX A: 2021-2022 SALARY SCHEDULE**

**APPENDIX B: 2021-2022 EXTRA DUTY SALARY SCHEDULE**

## **PREAMBLE**

THIS AGREEMENT IS MADE AND ENTERED INTO this 14<sup>th</sup> day of December, 2020, by and between the BOARD OF EDUCATION of the School District of GERING, DISTRICT #16, in the County of SCOTTS BLUFF in the State of NEBRASKA (hereinafter referred to as the "Board") and the GERING EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

## **GENERAL PURPOSE**

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of GERING, DISTRICT #16, is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

## **ARTICLE I**

### **Recognition**

The Nebraska Commission of Industrial Relations certified the Gering Education Association as the exclusive collective bargaining agent on April 14, 2005 for the following bargaining unit: All persons employed by the School District in the following positions: Certificated teaching personnel, counselors, reading coordinators/reading coaches, psychologists, preschool educators, registered nurses (but not LPN's), speech pathologists, occupational therapists, and preschool coordinators.

## **ARTICLE II**

### **Teachers Rights**

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided to him/her under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The Board shall not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

## **ARTICLE III**

### **Grievance Procedure**

The purpose of this grievance procedure is to secure at the lowest level, equitable solution to the problems, which may from time to time arise concerning the interpretation, application, and meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

#### **A. DEFINITIONS**

- 1. Grievance: A cause of distress, based upon an event or condition which affects the welfare and/or terms and conditions of employment of a certificated person, a group of certificated people, or others; or the interpretation and/or application of the Board of Education policies, administrative regulations, building level policies, negotiated agreements and other contractual obligations.
- 2. Grievant: An individual or group of individuals who submits a grievance for arbitration through established procedures.

3. Party of Interest: Person or persons making the claim, any person who might be required to take action, any person against whom action might be taken.
4. Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
5. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 of Level II shall be conducted in private and shall include only the administration's representative(s). All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure.

B. Association Representation

A grievant shall have the right to have the Association representatives present to represent the grievant at each level of the grievance procedure. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally. The settlement shall not be inconsistent with the terms of the negotiated agreement.

C. Reprisals

No reprisals of any kind shall be taken by the Board of Education, the grievant, and the administrator or parties of interest, against any individual or group because of participation in this due process procedure.

D. Withdrawal of a Grievance

A grievance may be withdrawn at any level without prejudice.

E. Timeliness of the Grievance

If the written grievance is not filed within twenty-one (21) calendar days after the individual or group knew or should have known<sup>7</sup> of the set of conditions on which the grievance is based, then the grievance shall be waived.

A. Advanced Step Filing

The grievance shall be initially filed at the level where the decision or action resulting in the grievance was made.

G. The Procedure:

Level I (Informal)

Initiating Claim:

Any certified employee of the school system who feels that he/she has a concern may initiate the process by discussing the matter with the building principal or immediate supervisor. A representative of the association may assist the employee in this resolution. If a resolution to the concern is not obtained through this discussion, the item should then be taken to the Superintendent of Schools. Every attempt should be made to resolve the problem at the informal level.

Level II (Formal)

Step 1: Any concern that is not resolved at the informal level may be submitted as a formal grievance.

If the aggrieved person is not satisfied with the disposition of his/her problem, or if no decision has been rendered following five (5) working days after stating the problem in the informal procedure, he/she may submit the problem as a formal grievance in writing to his/her principal or supervisor.

Step 2: If a grievance is not resolved at the building level to the satisfaction of the aggrieved person, or if no decision has been rendered within three (3) working days after the presentation of the grievance in writing, the individual may appeal the written grievance to the Superintendent. The appeal to the Superintendent must be carried out within three (3) working days after the written response from the building administrator or when that action was in order.

Within five (5) working days the Superintendent shall meet with the aggrieved person for the purpose of hearing and resolving the grievance. A record of such meeting shall be kept by the Superintendent. Within five (5) working days following the meeting with the aggrieved, the decision and reasons therefore shall be submitted to the aggrieved in writing.

Step 3: If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent of Schools or if no decision has been rendered within three (3) working days after the appeal meeting with the Superintendent, the aggrieved may appeal the grievance to the Board of Education. The appeal to the Board of Education must be carried out within six (6) working days after receiving the Superintendent's written decision or when that action was in order.

Within twenty-five (25) working days after receiving the written appeal, the Board of Education shall meet with the aggrieved person for the purpose of hearing and resolving the grievance. Within ten (10) working days following the meeting with the aggrieved, the Board of Education shall render a decision with reasons therefore in writing.

Extenuating circumstances (such as illness or being out-of-town) may prohibit strict adherence to the above timeliness specified in Steps 1, 2 and 3. Every attempt shall be made by all parties involved to adhere to the timeliness as established. Certain restrictions must apply at this level (Level II, Step 3) which are listed below:

- A. The grievance may be placed on the agenda of the Board of Education to be heard at their regular or special meetings, or a date may be set by the Board of a particular time and/or place.
- B. A majority of the Board of Education must be present to hear the grievance.

- C. A grievance shall be heard in open session. The grievance may be held in closed session by consent of both parties. All grievances shall be recorded. (Agreed upon by both parties.)
- D. Individual Board members may not act as a surrogate for the aggrieved.
- E. The Board's decision shall be rendered only after all the evidence is weighed, such as:
  - 1. Tape recordings or memos of meetings held prior to the Board hearing.
  - 2. Private discussion with the Superintendent and/or Principal concerning their disposition of the original problem.
- F. The Board of Education may call for a hearing on the grievance involving all parties as witnesses.
- G. The decision of the Board of Education will be final. Additional recourse may be sought through the legal system.

## **ARTICLE IV**

### **Salaries**

#### A. Salary Schedule

The salary of each teacher covered by this agreement shall be determined by the salary schedule attached as Appendix A.

#### A. Initial Placement

When hired, teachers shall be credited with all previous years of professional experience.

#### B. Base Salary

The base salary for the 2021-2022 school year shall be \$37,000. Each teacher covered by this agreement shall receive an additional flat salary or fringe benefit amount of \$10,000 for 2021-2022, subject to the terms of the Flat Dollar Salary and Fringe Benefit. The compensation will be prorated to the percentage of time worked. Part-time teachers with FTE status of .5 or greater shall receive a flat dollar salary amount based on FTE position.

#### C. Flat Dollar Salary Amount

For all Employees subject to this Agreement employed by the Gering Public Schools District employed at any time prior to January 1, 2012, the District shall pay such Employee a flat dollar salary amount of \$833.33 per month per full-time certificated employee as part of the salary package for 2021-2022 school year, unless the Employee elects to receive the Fringe Benefit outlined in the following section.

Certificated staff working half-time or more will have their flat dollar salary amount figured on the percentage of time contracted. The flat dollar salary amount for employment for less than the entire school year shall be calculated on the contract days employed divided by 186 days. Less than half-time certificated employees will not be eligible for the flat dollar salary amount. Payment

of the flat dollar salary amount will be made monthly for 12 months. The Flat Dollar Salary Amount is compensation under Neb. Rev. Stat. 79-902.35, and is subject to the withholding of the employer and employee contribution to the Nebraska Public Employees Retirement System (NPERS) as required by law.

D. Fringe Benefit

For all Employees subject to this Agreement employed by the Gering Public School District employed at any time after January 1, 2012, the District shall pay such Employee a Fringe Benefit amount of \$833.33 per month per full-time certificated employee as part of the salary package for 2021-2022 school year. An Employee hired at any time prior to or during the 2011-2012 school year may make a one-time irrevocable election to receive the Fringe Benefit. Certificated staff working half-time or more will have their Fringe Benefit figured on the percentage of time contracted. The Fringe Benefit for employment for less than the entire school year shall be calculated on the contract days employed divided by 186. Less than half-time certificated employees will not be eligible for the Fringe Benefit. Payment of the Fringe Benefit will be made monthly for 12 months. Employees may elect to receive the fringe benefit as a cash payment, applied against the purchase of additional health and dental coverage, moved to a section 125 plan, or deposited into the HSA or a combination of the aforementioned plans. The Fringe Benefit is NOT compensation under Neb. Rev. Stat. §79-902(35) and is NOT subject to the withholding of the employer and employee contribution to the Nebraska Public Employees Retirement System (NPERS).

E. Horizontal Movement

The horizontal index shall be 4.50%. Credit for additional hours shall be credited by September 1<sup>st</sup> and movement on the salary schedule shall take place accordingly. All graduate hours must be in the teacher's endorsed area/teaching field or part of a plan toward an additional endorsement or advanced degree, and have the prior written approval of the Superintendent/designee. The Superintendent/designee may approve hours which do not fit the above criteria, but will clearly be a benefit to the teacher and the District. Beginning in the 2018-2019 school year, a teacher may move a maximum of two (2) education level columns on the salary schedule per contract year.

F. Vertical Movement

The vertical index shall be 4.50%. Teachers shall be placed on the proper vertical step in accordance with the experience in the District, but limited to one step per year.

G. Extra Duty

The contractual agreement between an individual teacher and the district relating to the performance of extracurricular duties shall be in accordance with the provisions of the extra-duty/extracurricular salary schedule. (See Appendix B)

H. Class Cover Substitute

Compensation for class cover as a substitute will be made at the rate of 1/6 of a substitute teacher's daily pay per period or 1/3 of a substitute teacher's pay per block, or a major portion thereof. Approval will be granted by the building principal.

J. Nurses

School nurses with a Bachelor of Science Degree shall receive 100% of the appropriate salary

schedule placement. School nurses with less than a Bachelor of Science Degree shall receive a percentage of the appropriate salary schedule step placement.

- School nurses with a Registered Nurse license with a three (3) year diploma degree shall receive 88% of the appropriate salary schedule placement.
- School nurses with a Registered Nurse license with a two (2) year degree shall receive 75% of the appropriate salary schedule placement.

All other items of the negotiated agreement shall be provided in their entirety.

K. Additional Class Assignment

Additional class assignment will be paid at 1/8 (0.125) of the teacher's salary determined by his/her current placement on the salary schedule.

ARTICLE V

Fringe Benefits

All teachers with FTE status of .5 or greater shall have the right to exercise the option of participating in any of the fringe benefits offered by the District.

A. Health Insurance

The Association will choose the insurance carrier and deductible for health and accident insurance. For the 2019-2020 and 2020-2021 school fiscal years the School District shall contract for Educators Health Alliance (EHA) health insurance Blue Preferred \$1,050 Deductible/\$3,600 HSA Eligible Dual Choice health insurance, or its equivalent successor deductible plan, and Option 2 - PPO – 100% A, 75% B, with 50% C coverage dental at the premium cost established annually by the EHA for such fiscal plan years. All employees, whether receiving flat dollar salary amount or the fringe benefit that chose to accept the EHA health insurance plan through Gering Public Schools will receive a health insurance benefit pursuant to this paragraph. The District shall pay 50% of the annual single health premium payment with dental at the \$1,050 deductible premium level pursuant to the Educator Health Alliance schedule for the 2021-2022 school year if the individual teacher chooses that this fringe benefit is to be covered as part of the "125" IRS Cafeteria Plan. The remaining premium is to be covered as part of the "125" IRS Cafeteria Plan at the teacher's expense. If the teacher chooses to participate, he/she shall complete the necessary form for enrollment and authorization of payroll deductions. In addition, if the teacher desires to make any changes after the initial application, it will be their responsibility to amend the original enrollment.

B. Life Insurance

A group life insurance plan is available to those teachers covered by this agreement. The privilege of participation in this plan is left to the choice of the teacher. If a teacher chooses to participate, he/she shall complete the necessary forms for enrollment and authorization of payroll deduction.

C. Disability Insurance

The Board shall provide long term disability insurance for each teacher covered by this agreement who meets the qualifications of the professional agreement by and between Gering Public Schools and the insurance provider. Benefits shall be payable upon the end of accumulated sick leave at sixty-seven (67) percent of annual contractual salary.

The amount of the premium for each employee shall be added to each employee's gross pay each month and deducted after tax for the premium payment. The implementation of this change in payment shall begin as soon as possible but no later than January 1, 2006. No individual covered by this negotiated agreement shall lose the disability insurance during the transition period.

#### D. IRS 125 Plan

Each teacher covered by this agreement shall have the option of participating in an IRS Section 125 Flexible Benefit Plan. The administration and participation costs of this benefit shall be paid for by the Board of Education. This fund will be administered according to the law. All payroll deductions will be deposited into the proper bank account in a timely fashion.

#### E. Pay for Unused Personal Days

For those teachers who have unused personal days at the end of the school year, the Board shall provide the following options.

1. If a teacher has one (1) day of personal leave at the end of the year, that teacher may select either 110% of the first level of the substitute teacher daily pay schedule for that day or receive two (2) additional sick leave days.
2. If a teacher has two (2) days of personal leave at the end of the year, that teacher may select either 125% of the first level of the substitute daily pay schedule for those days or receive four (4) additional sick leave days.

In the event the teacher has the maximum of 66 days of sick leave, the teacher may not select the option of adding additional sick leave days listed above. Part-time teachers will receive this fringe benefit based upon their FTE pro-ration.

In the event the teacher is terminating employment at the end of the year, that teacher shall be paid for any unused personal days at the teacher's per diem rate of the teacher's salary schedule salary the last year of employment.

#### F. Sick Leave Buy Back

The Board of Education will buy back unused sick leave at the first level of the substitute daily pay schedule rate per day up to 36 days. This applies to any employee who leaves the District after at least 15 years of consecutive service who notifies the District of their decision to leave by February 1. This buy back provision replaces the regulation for Board policy 408.01 Certificated Employees - Resignation implemented for the 2006-2007 school year.

#### G. Pay for Activity Events

1. Staff members will receive a bearer/guest activity pass for working two (2) activity events. Staff members may earn a student activity pass for each of their children by working one (1) additional activity event for each child's pass.
2. Employees assigned to perform duties outside the normal school day shall be compensated

According to the schedule set forth below:

Hours: Compensation

Not less than zero (0) hours nor more than three (3) hours \$15.00 per assignment

Not less than three (3) hours nor more than five (5) hours \$30.00 per assignment

Not less than five (5) hours \$45.00 per assignment.

3. Pay for activity events is a non-negotiated item. Individuals who perform services at activity assignments shall agree to set amounts.

#### H. Sick Leave Bank

##### **1. Eligibility**

- a. All employees covered under this agreement shall have the right to participate in the Gering Public Schools Sick Leave Bank (Bank) under the terms set forth herein.
- b. Certified staff applying to draw from the Bank must meet the following criteria:
  - i. Depleted all leave in individual personal and sick leave bank.
  - ii. Requested leave through the Family Medical Leave Act.
  - iii. Be deemed ineligible for disability or Workmen's Compensation.
  - iv. Have incurred a minimum of three (3) consecutive days unpaid prior to receiving Bank benefits.
  - v. Submit an application for benefits in writing to the Superintendent of Schools stating the nature of the event, requested number of Bank days (not to exceed 20 per application), and eligibility as outlined in this agreement.
- c. Individuals are limited to an annual maximum of 60 (sixty) days of Bank benefits.

##### **2. Contributions**

- a. Participation as a contributor to the Bank is voluntary.
- b. Sick leave days donated by participants to the Bank are irrevocable and nonrefundable.
- c. Participants cannot designate the recipient of individual Bank day donations.
- d. An employee may annually contribute a maximum of five (5) days of accumulated sick leave to the Bank.
- e. Employees wishing to contribute to the Bank must have a minimum of ten (10) sick leave days available for their own use at the time of donation.
- f. Certified staff eligible to participate may begin contributing to the Bank immediately.

##### **3. Administration**

- a. Benefits from the bank may be distributed to the point where the Bank is depleted. If the Bank is depleted, no Bank days can be approved.

- b. When the Bank reaches a level of 20 days or less, a notification will be sent to all GPS employees asking for additional donations to the bank.
- c. Any unused sick leave bank days will be carried over to the following year.
- d. A Team will jointly approve or disapprove benefits. The team will consist of
  - i. Two Association designees
  - ii. One member of the Board Personnel Committee
  - iii. One building administrator
  - iv. One classified staff member
  - v. Ad Hoc members at the team's request.
- e. The team may approve up to 20 days bank leave for each application received for any applicant that meets eligibility requirements.
- f. Employees may resubmit application(s) for additional Bank requests up to receipt of an annual maximum of 60 (sixty) days.
- g. The team has the discretion to waive dock days for subsequent Bank applications for the same illness/injury as the original application.

## **ARTICLE VI**

### **Teacher Employment**

#### A. Length of Contract

The length of each teacher's contract shall be 186 days. Teachers new to the district will be required to work one (1) additional day with 1/186 pay. The Board of Education shall have the authority to offer teachers extended contracts. Any teacher teaching on an extended contract will receive 1/186 of his/her salary schedule step, per day of extended contract. The School District and the GEA acknowledge that the scheduling of the number of contract days and school calendar for each contract and school year is a management prerogative, and may be established by the Board of Education prior to January 1<sup>st</sup> of the previous school year, provided that the School District and GEA will negotiate the economic impact of any change in the number of contract days in the school term.

#### B. Elementary Planning Time

Elementary school teachers have one (1) full day of planning time at the end of each quarter; the school building administration may schedule a staff meeting for not more than one (1) hour during such planning time after the time established for the reporting of student grades.

#### C. Tuition Reimbursement

Whenever the Superintendent or his/her designee requires a teacher to obtain an additional endorsement on a teaching certificate, the District will reimburse that individual for the tuition for those classes required to obtain that certificate.

## **ARTICLE VII**

### **Leaves**

#### A. Sick Leave

At the beginning of each school year, each teacher covered by this agreement shall be credited with ten (10) days paid sick leave allowance or an equal amount related to the teacher's F.T.E. to be used for absences due to illness. The unused portion of such allowance shall be accumulated from year to year to a maximum of thirty-six (36) days. At this time, the Board will add thirty (30) days for a total of sixty-six (66). This addition is a one-time addition. A certificated employee who has exhausted his/her available sick days may convert available personal days to sick days at any time during the school year at a rate of one(1) personal day to two (2) sick days.

Absence due to personal injury or accident, and absence due to quarantine laws are both interpreted as sick leave.

Doctor and dental appointments are to be scheduled outside the normal working hours. Time for those appointments that must be made during working hours will be charged against the teacher's sick leave.

A certified employee will be allowed to use unlimited days of accumulated sick leave for family illness. Once days are exhausted, they may be extended by personal days. After the total sick leave, both current and cumulative, has been exhausted, for each day absent, an amount equal to one day's salary will be deducted for each day absent. Employees, who are entitled to Family Medical Leave and who request additional leave for Family Medical Leave reasons, shall use accrued personal days in addition to the paid sick days. For purposes of this paragraph, the term "family" shall mean the employee's spouse, son, daughter, parent, a person residing in the household of the employee regardless of the relationship to the employee, or someone for whom the employee is guardian or holds power of attorney.

#### B. Personal Leave

A certificated employee is eligible for two (2) days of personal leave each year; a teacher may carry over a maximum of four (4) personal days to the following school year. No more than four (4) consecutive personal days may be used at one time. For the breaks of Labor Day, Thanksgiving, Christmas/New Years, Spring break, Easter or Memorial Day not more than one (1) personal day may be used the day before or after such school recess or holiday; the Superintendent shall have the authority to grant additional days. Personal Leave to take place between April 30th and the end of the school year shall be subject to the following two items.

1. Any personal leave request to occur after April 30th will require approval of the Superintendent of Schools.

2. A written request will be submitted to the Superintendent of Schools for the personal leave. Within seven days of receiving the request the Superintendent shall approve, without contingencies, the requested leave in writing OR deny the requested leave in writing with explanation for the denial.

A certified employee will be entitled to convert two (2) sick days to one (1) personal day, up to a maximum of three (3) additional personal days per year, at any time during the school year. The certificated employee must exhaust their personal leave days down to two (2) days before they

may request conversion of sick days to personal day. The certified employee is only able to accumulate a maximum total of six (6) personal days, as set forth under the "Personal Leave" section. A certified employee who elects to convert sick days to personal days under this section shall not, in the same year, be entitled to convert these days back to sick leave or receive payment for any unused personal days, as allowed pursuant to "Pay for Unused Personal Days" found herein.

When a certified employee has exhausted their personal leave days provided to them, he/she may be granted two (2) dock days. The amount of 1/186<sup>th</sup> of his/her salary will be deducted from an employee's salary.

Weather: Employees who are unable to get to school because of weather when school is in session, will have a salary deduction equal to the cost of a substitute teacher for each day missed. A teacher may also opt to use a personal day in this case and may waive the five-day notification requirement.

C. Civic Leave

Certain types of contributions to the community shall be classified as necessary and those may be paid leave days. The decision for granting such leave shall be made by the Superintendent or his/her designee. Excluding jury duty, civic leave will be limited to five (5) days per year.

D. Bereavement Leave

A total of up to five (5) consecutive days on full pay is allowed each certificated employee that is employed full-time for absence in case of a death in the immediate family. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent, or a person in the same home as part of the family, or someone for whom the employee is guardian or holds power of attorney. Staff members who suffer the death of a child, step-child or spouse will have five (5) bereavement days plus an additional five (5) bereavement days will be deducted from the employee's sick leave balance. This time may be extended by personal leave.

A total of up to two (2) consecutive days on full pay is allowed each certificated employee that is employed full-time for absence in case of the death of an aunt, uncle, niece, or nephew.

Employees may be excused, without loss of pay, for a period of up to one day, to attend funeral services of relatives other than those listed above or to attend funeral services of friends with the approval of the Superintendent. Bereavement leave is not limited to five (5) days in one year, but covers each death in the immediate family that occurs during the year.

F. Sabbatical Leave

Upon proof of purchase of insurance, the District will pay a dollar amount to the teacher which is equal to the lower of either (1) the amount equal to the single rate of the group health insurance in force or (2) a single premium rate of a health insurance policy selected by the employee. The teacher will sign a promissory note to repay the District the total amount of the premium paid. If the teacher does not return to employment by the District, the note will be due and payable. If the teacher returns to employment with the District, the note will be canceled after nine (9) months of service.

G. Professional Leave

Professional leave is without limit; however, this leave must be recommended by the building principal and approved by the Superintendent/designee.

This agreement will remain effective until another agreement is made between the Board and the Association. All other items previously negotiated shall remain in full force and effect, unless modified herein.

**ARTICLE VIII**

**Document Authorization**

In witness whereof the caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on the day and year and first above written.

<b>Scotts Bluff County School District 79-0016, a/k/a Gering Public Schools</b>	<b>Gering Education Association</b>
Dated this __ day of December, 2020	Dated this __ day of December, 2020
_____ President, Board of Education	_____ President, Gering Education Association

**APPENDIX A**  
**2021-2022 SALARY SCHEDULE**

**GERING PUBLIC SCHOOLS  
2021-2022 CERTIFIED STAFF SALARY SCHEDULE**

VERTICAL INDEX: 0.045

HORIZONTAL INDEX: 0.045

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18	MA+27	MA+36	MA+45	DE
1	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400
2	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850
3	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300
4	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300	1.6750
5	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300	1.6750	1.7200
6	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300	1.6750	1.7200	1.7650
7		1.3600	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300	1.6750	1.7200	1.7650	1.8100
8			1.4500	1.4950	1.5400	1.5850	1.6300	1.6750	1.7200	1.7650	1.8100	1.8550
9				1.5400	1.5850	1.6300	1.6750	1.7200	1.7650	1.8100	1.8550	1.9000
10						1.6750	1.7200	1.7650	1.8100	1.8550	1.9000	1.9450
11						1.7200	1.7650	1.8100	1.8550	1.9000	1.9450	1.9900
12						1.7650	1.8100	1.8550	1.9000	1.9450	1.9900	2.0350
13								1.9000	1.9450	1.9900	2.0350	2.0800
14									1.9900	2.0350	2.0800	2.1250
15											2.0800	2.1250
16											2.0800	2.1250
17											2.1250	2.1700

BASE SALARY: \$37,000

VERTICAL INCREMENT: \$1,665

HORIZONTAL INCREMENT: \$1,665

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18	MA+27	MA+36	MA+45	DE
1	\$38,665	\$40,330	\$41,995	\$43,600	\$45,325	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980
2	\$40,330	\$41,995	\$43,600	\$45,325	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645
3	\$41,995	\$43,600	\$45,325	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645	\$60,310
4	\$43,600	\$45,325	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645	\$60,310	\$61,975
5	\$45,325	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645	\$60,310	\$61,975	\$63,640
6	\$46,990	\$48,655	\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645	\$60,310	\$61,975	\$63,640	\$65,305
7		\$50,320	\$51,985	\$53,650	\$55,315	\$56,980	\$58,645	\$60,310	\$61,975	\$63,640	\$65,305	\$66,970
8			\$53,650	\$55,315	\$56,980	\$58,645	\$60,310	\$61,975	\$63,640	\$65,305	\$66,970	\$68,635
9				\$56,980	\$58,645	\$60,310	\$61,975	\$63,640	\$65,305	\$66,970	\$68,635	\$70,300
10						\$61,975	\$63,640	\$65,305	\$66,970	\$68,635	\$70,300	\$71,965
11						\$63,640	\$65,305	\$66,970	\$68,635	\$70,300	\$71,965	\$73,630
12						\$65,305	\$66,970	\$68,635	\$70,300	\$71,965	\$73,630	\$75,295
13								\$70,300	\$71,965	\$73,630	\$75,295	\$76,960
14									\$73,630	\$75,295	\$76,960	\$78,625
15											\$76,960	\$78,625
16											\$76,960	\$78,625
17											\$78,625	\$80,290



**APPENDIX B**  
**2021-2022**  
**EXTRA DUTY**  
**SALARY SCHEDULE**

## EXTRA DUTY SALARY SCHEDULE

1. Extra Duty assignments are all non-tenured positions.
  - a. Extra Duty assignments will be evaluated and assigned annually by the activities director with input from the appropriate administrator.
  - b. The extra duty assignments are not part of the continuing contract.
2. The Extra Duty Salary Schedule base will be the current base salary.
  - a. Those individuals whose 2008-2009 salary exceeds the salary determined by the schedule will be frozen and remain frozen until such time the salary of the schedule will meet or exceed the frozen salary.
  - b. Individuals new to a position will be granted up to five years of experience provided the experience is for same position they are hired for.
  - c. Individuals moving to a new position in a higher percentage category (example Category II to Category I) in the same activity on the Extra Duty Salary Schedule shall be placed upon the step in the new category to provide the individual compensation that is at least equal to the compensation paid in the individual's prior position.
3. It is not necessary that each position on the schedule be filled.
4. Positions closely aligned with a teaching assignment (i.e. — band, vocal music, speech and others) will have specific written expectations established for the year by the building administrator and activities director.
  - a. The administration will have written expectations for each extra duty position established and shared prior to the potential coach signing the extra duty contract for the next year.
5. The Activities Director, appropriate administrator, and/or Head Coach will complete evaluations within 30 days of the ending of each activity.
  - a. The evaluations will be written and also provide for a conference.
  - b. A decision regarding the continuation of an extra duty assignment will be included in the conference.
  - c. Head coaches are evaluated by the Activities Director and/or appropriate administrator and they, in turn, must evaluate all of the assistant coaches in the program at all levels.
6. The appeals process for disputes pertaining to extra duty assignments is the following order:
  - a. Activities Director
  - b. Appropriate Principal
  - c. Superintendent.
  - d. Board of Education
7. The extra duty assignments will be issued on or before April 15.
  - a. Individuals who wish a change in extra duty assignments are required to advise the Activities Director and appropriate administrator as soon as possible.
  - b. The administration will alert individuals about their extra duty assignment if a change is anticipated prior to the extra duty roster being issued on April 15.
8. Changes to the extra duty category lists need to be approved through the negotiations process.

**CATEGORY 1 (16% - 20%)**

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

**CATEGORY II (9%-14%)**

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

**CATEGORY III (6.5%-9%)**

Summer Band Instructor  
Summer Weight Coordinator  
Senior High Assistant Pep Band/Marching Band  
JH Summer Band Instructor  
Senior High Assistant Spirit Squad Sponsor  
Senior High Yearbook Sponsor  
Assistant High School Vocal/Musical  
Director Senior High Varsity Cross Country

Assistant High School One Act Play  
Senior High Assistant Tennis (girls/boys)  
Senior High Assistant Golf (girls/boys)

**CATEGORY IV (4.5%-6.5%)**

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

**CATEGORY V (4%-6%)**

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

**CATEGORY VI (2.5%-4.5%)**

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

**CATEGORY VII (1%-2%)**

Junior High National Honor Society  
Freshman Clowns  
Junior High Reach  
Junior High Clowns  
Junior High Intramural Coordinator  
Senior High Reach  
Senior High Clowns  
Senior High Intramural Coordinator  
Senior High National Honor Society  
Foreign Language Clubs—German, Spanish  
Senior High G Club  
Senior High GGAA  
Interact  
Senior High Key Club  
Junior High Builders Club  
Leo Club

**EXTRA DUTY SALARY SCHEDULE FOR 2021-2022**

	CATEGORY I		CATEGORY II		CATEGORY III		CATEGORY IV		CATEGORY V		CATEGORY VI		CATEGORY VII	
<b>Step 1</b>	0.160	\$5,920	0.090	\$3,330	0.065	\$2,405	0.045	\$1,665	0.040	\$1,480	0.025	\$1,027	0.010	\$370
<b>Step 2</b>	0.170	\$6,290	0.100	\$3,700	0.070	\$2,590	0.050	\$1,850	0.045	\$1,665	0.030	\$1,110	0.015	\$555
<b>Step 3</b>	0.180	\$6,660	0.110	\$4,070	0.075	\$2,775	0.055	\$2,035	0.050	\$1,850	0.035	\$1,295	0.020	\$740
<b>Step 4</b>	0.190	\$7,030	0.120	\$4,440	0.080	\$2,960	0.060	\$2,220	0.055	\$2,035	0.040	\$1,480		
<b>Step 5</b>	0.200	\$7,400	0.130	\$4,810	0.085	\$3,145	0.065	\$2,405	0.060	\$2,220	0.045	\$1,653		
<b>Step 6</b>			0.140	\$5,180	0.090	\$3,330								

Teacher Base 21-22 \$37,000

Individuals who are above schedule will be frozen at current salary.