

Regular Board of Education Meeting

Monday, October 16, 2023 6:00 PM

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



Minutes

1. **GPS Board of Education Information**

2. **Opening Procedures**

2.1. Call to Order

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

2.2. Roll Call

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

2.3. Pledge of Allegiance

2.4. Open Meetings Act

3. **Consent Agenda**

3.1. Fund Amount

01 General Fund \$1,203,838.83
03 Employee Benefit Fund \$215.00
05 Activity Fund \$47,963.52
06 School Nutrition Fund \$87,990.86
08 Special Building Fund \$237,301.56
09 QCPUF Fund \$11,670.00
12 Student Fee Fund \$33,879.60
Fund Totals: \$1,622,859.37

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

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.i.1. **NEW POLICY**

604.16 USE OF ARTIFICIAL INTELLIGENCE IN THE SCHOOL

3.3.i.2. **901** OBJECTIVES OF BUILDING & SITES

3.3.i.3. **902.1** BUILDINGS & SITES LONG RANGE PLANNING

- 3.3.i.4. **902.2 CONSTRUCTION PLANS AND SPECIFICATIONS**
- 3.3.i.5. **902.3 SITE ACQUISITION**
- 3.3.i.6. **902.4 BIDS AND AWARDS FOR CONSTRUCTION CONTRACTS**
- 3.3.i.7. **902.5 CONSTRUCTION MANAGEMENT AT RISK SCHOOL
CONSTRUCTION ALTERNATIVE**

3.3.ii. Second Reading of Board Policies

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.ii. Certified Staff Resignation(s)

3.4.ii.1. **Glen Koski- LINKS Classroom Teacher**

3.5. **Jon Hutchison's amended 2023-24 school year contract of employment.**

4. **Reports and Discussions**

4.1. Building Report: **Lorna Davis Crisis Team Lead Presentation**

Lorna Davis had a jam-packed presentation for the BOE this evening. Some of the things she spoke of during her presentation is the training that the crisis team goes through to make sure our students and staff are getting their needs met in the event of a crisis. The Crisis Team is a combination of teachers and school counselors from all 5 of the schools in the district. Gering Public Schools is so fortunate to have such a well trained team to help the district in the time of need.

4.2. Community Mediation and Restorative Practices Presentation: **Judy Amoo**

Judy Amoo and Charles Lieske, of Mediation West, Panhandle Partnership, gave a presentation in regards to what their program is about. GPS partnered with them in 2018, and they are piloting a toolbox to help schools and the communities they serve to rebuild trust. They will be holding listening sessions with different groups in the communities to surface issues, feelings, and perceptions about our school.

4.3. Board Committee Report: Curriculum & Personnel

Tracy Wiese- Stated that our enrollment numbers are up and we hope to continue to grow. Most students that are opting out of the district are middle school-aged students. Music and PE classes are on schedule to receive a new curriculum this year. She loves seeing the opportunities our teachers have for professional development (PD), and as a district, we are offering more avenues for PD.

4.4. Board Committee Report: Finance & Facilities

Josh Lacy- A/P was larger this month. However, that is not unusual for the start up of the school year. ALICAP has had a rate increase, so that contributes to larger A/P listing. The construction house closing will be taking place very soon, and we will be breaking ground for the new PK building at Northfield as

well. Many facility updates will be taking place at the Middle School, as this is the facility that needs the most work. Lastly, he stated that our 2022-23 school year audit went smoothly with Dana Cole.

4.5. Superintendent's Report

Dr. Regan- First and foremost, huge shoutout to our Crisis Team and the amount of work they put in to service our staff and students.

It's Homecoming Week. We have a lot of school spirit ahead of us. It was a great kick off our BGB this month in which we get to recognize our star employees of the month to our Board of Education.

I am proud of the work we are doing to enhance our school and community feel of "Homecoming". Next week, we are officially "breaking ground" on our student construction pathway project, which will be our new preschool building at Northfield Elementary. Also breaking ground will be our greenhouse at GHS. Over \$100,000 of donations have been received by personal and major donors such as PVB, 21st Century, and Healthy Blue Nebraska. Homecoming speaks to our families and community. Thank you Lorna, Judy, and Charles for your presentations. Crisis management is vital for Gering Public Schools. Last week, we were awarded a \$154,000 grant from NDE to continue our work on professional learning with safety, Trauma Informed Schools, and mental health services for our students. Lastly, congratulations to our senior, Guri Hayer, for receiving the National Merit Scholarship Commendation.

This commitment and hard work by our community, staff, and students doesn't happen over night, and I am deeply grateful to our community for standing with us to see these projects through for our families and students.

5. **Patron Comments**

6. **Action Items**

- 6.1. Discuss, consider, and take action regarding the purchase of a 2021 Ford Transit Van for the amount of \$48,999.00, using ESSER Funds.

7. **Board Comments**

Greg Trautman- Thanked the Crisis Team for all their hard work. GPS contributes many resources to the families in the community.

Josh Lacy- It is important to have the Crisis Team available for the students and staff @ GPS. I also want to thank the Mediation West team for their presentation.

Tracy Wiese- Special "Thanks" to Jennifer Sibal for how well the communication is handled for the district. I love to see the moral being strong at all the fall sporting events. I am looking forward to homecoming week as well!

Brian Copey- Shout out to the Gering Softball Team for hosting such an amazing tournament. They represented the community very well during districts. Hosting Girls State Golf was another highlight for our community. Compliments to Shawn Seiler for keeping the staff updated on all the extra-curricular activities happening in the district.

7.1. Tentative Upcoming Board Meeting/Event Dates

8. **Adjourn**

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

Special Board of Education Meeting

Tuesday, September 26, 2023 12:00 PM

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



Minutes

1. GPS Board of Education Information

2. Opening Procedures

2.1. Call to Order

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

President, Brian Copsey, called this meeting to order at 12:04 p.m.

2.2. Roll Call

2.3. Open Meetings Act

Notice of this meeting was published in the Gering Courier on Saturday, September 23, 2023.

3. Annual Budget Hearing 2023-2024

Purpose of Special Hearing is to hear support, opposition, criticism, suggestions, or observations of taxpayers relating to the proposed budget and to consider amendments relative thereto.

4. Action Items

4.1. Discuss, consider, and take action regarding the final approval of the 2023-24 school year's Budget.

A motion to approve the 2023-24 school year budget was presented by B.J. Peters, seconded by Greg Trautman. After voting, motion Passed.

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

4.2. Discuss, consider, and take action regarding the approval of the Tax Request Resolution for the 2023-2024 school year.

A motion to approve the Tax Request Resolution for the 2023-24 school year. was presented by Greg Trautman, seconded by John Maser. After voting, motion Passed.

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

5. Gering Public Schools Strategic Planning with consultant Jamie Weingart

Jamie Weingart led the Board of Education team on how to start working on the district's strategic plan. Several meetings have been scheduled in the future months to finalize Gering Public Schools plan.

6. Adjourn

This meeting was adjourned at 1:50 p.m.

POLICY 205.2
GERING PUBLIC SCHOOLS
GERING, NE

POLICY ADOPTION

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference: Neb. Statute 79-520 (Class III)
 79-521 (Class IV)
 79-522 (Class V)
 79-523 (Class VI)
 79-526
 84-712 et seq.
 NDE Rule 10.004.01A1

Cross Reference: 201.1 Board Powers and Responsibilities

USE OF ARTIFICIAL INTELLIGENCE IN THE SCHOOL

The board recognizes the potential benefits of Artificial Intelligence (AI) in enhancing educational outcomes and requiring innovative teaching practices, in part because this technology is already available to many students at home. This policy aims to ensure the responsible use of AI technologies within the school district along with teaching and homework strategies that consider the probability that students can easily access AI outside the school.

Artificial Intelligence Definition:

AI involves the operation of computer systems that process natural language to perform tasks that normally require human intelligence, such as the construction of complex responses to inquiries, visual perception in images or videos, speech recognition, decision-making, and translation between languages. It can generally expand, modify, and clarify its responses through repeated requests or additional specific directions. Commonly used AI systems include ChatGPT, Bard, Cohere Generate, DALL-E, Claude, and Synthesia but many AI systems are available for specific purposes and it is the administrators' responsibility to choose those suitable for an educational environment.

Ethical Considerations:

Any use of AI as part of the district's instructional program should prioritize its educational value, while avoiding discrimination and minimizing unwanted outcomes. Only AI platforms approved by the district with appropriate filters for preventing the use of discriminatory, hateful or otherwise inappropriate responses shall be used by the district. The use of AI by students to complete homework or assessments shall only be allowed to the extent stated by the teacher for the individual assignment or entirety of the course. The use of AI systems when allowed shall not violate computer use, copyright, plagiarism and intellectual property policies of the district when properly cited.

As always, students are expected to cite original sources for quotations, facts, information, statistics, dates, or the paraphrased statements of others. An AI system should be cited when its generated content is quoted, paraphrased or otherwise used in a student's work. The lack of such citations shall imply the assignment or assessment is entirely the work of the student, free of any AI system's writing, organization, direction, or modification of the student's work.

Student Privacy and Data Protection:

Prior informed consent from parents/guardians should be obtained before allowing student use of AI systems. The district will prevent or strongly discourage any collecting, storing, or analyzing of student data using AI platforms. Measures should be in place to prevent students from using AI to cheat on homework or assessments, including regular monitoring of student use of school computers, and planning homework and assessments to minimize the opportunity to complete them using AI systems. The administrators and staff are cautioned that the use of detection software as a means of monitoring AI use is fallible, difficult to prove, easily subject to claims of harassment, destructive of trust when false accusations are made, and unlikely to be successful with AI systems that are constantly improving.

Equity and Accessibility:

Use of AI systems shall comply with district Equal Educational Opportunity policies. AI-based instructional resources should be tailored to address individual student needs, allowing for personalized learning experiences and accommodating diverse learning styles when possible and appropriate.

Transparency and Rationale:

Students, parents/guardians, and educators should be provided with understandable information about the purpose, limitations, and potential benefits of AI technologies. Clear guidelines should be established to ensure that students are aware of the district's intended appropriate use of AI tools for homework and assessments. Consideration should be taken by the teaching staff that AI availability on district networks for its use as a business tool does not facilitate the misuse of AI in completing homework or compromising academic integrity.

Educator Training and Professional Development:

Educators should receive comprehensive training and ongoing professional development opportunities to understand the benefits and limitations of AI technologies, enabling them to both effectively incorporate and appropriately limit AI in their teaching practices. Educators should be equipped with the knowledge and skills necessary to evaluate and monitor student inputs to AI systems, AI responses to those inputs, and ensuring they are both appropriate.

Ongoing Evaluation and Accountability:

Administrators, network supervisors, and teaching staff will establish processes for ongoing evaluation and monitoring of AI technologies used within the school district, including periodic assessments of their impact on student learning. Procedures for reporting concerns, incidents, or breaches related to AI use should be established, ensuring accountability and addressing issues promptly.

Community Engagement and Communication:

The school board will engage with the community, including students, parents/guardians, educators, and relevant stakeholders, to foster understanding, gather comments, and address concerns related to the use of AI in education. Clear and regular communication channels including the district's website should be established to inform the community about the educational purpose, use, and benefits of AI technologies in the school district, along with measures taken to prevent inappropriate use of AI systems.

Implementation:

Administrators will provide procedures and professional development resources to assist with instructional changes that use the best features of AI while reducing the misuse of AI in completing homework and assessments. These procedures will emphasize the use of AI to enhance student education and address the ways traditional homework might be reshaped or redirected by AI's skillful use. Regular reviews will be conducted to ensure this policy's effectiveness, alignment with emerging best practices, and adaptations to address evolving challenges in AI usage.

Cross Reference	102	Educational Philosophy of the District
	501	Objectives for Equal Educational Opportunities for Students
	606.06	Acceptable Use of Computers, Tech. and the Internet
	606.08	Reproduction of Copyrighted Materials

POLICY 902.1
GERING PUBLIC SCHOOLS
GERING, NE

BUILDINGS & SITES LONG RANGE PLANNING

As part of the Board's long range plan for the school district's education program, the Board shall include the buildings and sites needs for the education program. The long-term needs for building and sites shall be discussed and determined by the Board.

It shall be the responsibility of the superintendent to provide information including, but not limited to, enrollment projections and education program requirements to the Board.

Cross Reference: 103 Educational and Operational Planning

Approved 01/19/04

Reviewed 4/29/13

Revised

**POLICY 902.2
GERING PUBLIC SCHOOLS
GERING, NE**

CONSTRUCTION PLANS AND SPECIFICATIONS

The Board may engage the services of consultants or other personnel to study the needs of the school district's buildings and sites in providing the education program. The results of these services will be considered in planning the education program and in making decisions about the improvement and acquisition of additional buildings and sites.

In any construction involving architecture or engineering with a cost contemplated to exceed \$100,000, and an amount as periodically adjusted by state statute, the board shall engage an architect, a professional engineer, or a person or persons under the direct supervision of an architect or professional engineer to prepare the plans, specifications and estimates for the construction.

It shall be the responsibility of the superintendent to make a recommendation to the Board regarding the need for such services and who should perform such services for the Board.

Buildings considered for purchase or construction by the Board or currently owned by the school district and used for the education program must meet, or upon improvement be able to meet, the specifications set by the Board. The Board shall make this determination.

Prior to construction or renovation of buildings and sites the Board shall make a determination of the method by which it will obtain construction services. If the Board elects to use the Construction Management at Risk or Design-Build methods, rather than the traditional Design-Bid-Build method, policies for that respective method must first be established.

Prior to remodeling or other construction of buildings and sites, the Board may appoint a committee of consultants, employees, citizens, or others to assist the Board in developing the specifications for the new or improved buildings and sites. These specifications shall be consistent with the education program, and they shall provide the architect with the information necessary to determine what is expected from the facility. It shall be within the discretion of the Board to determine whether a committee shall be appointed.

It shall be the responsibility of the superintendent to make a recommendation to the Board regarding the specifications of buildings and sites.

Legal Reference: Neb. Statute 81-3445
Cross Reference: 104 Educational and Operational Planning
Approved 01/19/04 Reviewed 08/17/15 Revised 09/14/15

**POLICY 902.3
GERING PUBLIC SCHOOLS
GERING, NE**

SITE ACQUISITION

Sites acquired by the Board shall meet or, upon improvement, be able to meet the specifications set out by the Board prior to using the site for the education program. The Board may meet in closed session to discuss potential purchases of sites.

It shall be the responsibility of the superintendent to assist the Board and to make recommendations concerning the acquisition of sites.

Cross Reference: 204.06 Closed Sessions
706.01 Purchasing Procedures

Approved 01/19/04

Reviewed 4/29/13

Revised

POLICY 902.5
GERING PUBLIC SCHOOLS
GERING, NE

CONSTRUCTION MANAGEMENT AT RISK SCHOOL CONSTRUCTION
ALTERNATIVE

New Construction and Improvements to the existing Buildings

Construction Management at Risk under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat §§ 13-2901, et. seq. - Construction Delivery Method

1. **Introduction:** The Board of Education has determined that it is in the best interests of the School District/Owner to take all necessary action in order to authorize the School District/Owner to enter into a construction management at risk (CMR) contract for purposes of allowing the School District/Owner to avail itself of the construction management at risk construction delivery method and process pursuant to Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq. (hereinafter "PSCA Act"). Pursuant to the PSCA Act, the Board of Education hereby adopts the following policies for entering into a construction management at risk contract and the general terms of such contract.

2. **Terms Defined:**

A. "Construction management at risk contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) provides services as a construction consultant to the School District/Owner during the design phase of the project when the School District/Owner's architect or engineer designs the project; (b) assumes the legal responsibility to deliver a construction project for a contracted price, also known as a "guaranteed maximum price" or "GMP"; and (c) is the builder during the construction phase of the project, subject to the School District/Owner's bidding requirements established by this policy and other School District/Owner policies, and the construction management at risk contract;

B. "Construction Manager" or "CMR" means the legal entity which proposes to enter into a construction management at risk contract under this policy;

C. "Proposal" means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project under this policy;

D. "Request for Proposals" means the documentation by which the School District/Owner solicits proposals.

3. **Board Selection of CMR Method and Process and Direction to Prepare RFP:** The Board of Education of the School District/Owner shall adopt a resolution to select the construction management at risk under the PSCA Act as the method and process of construction delivery of the specific project and authorize and direct the Administration of the School District/Owner in conjunction with the architecture or engineering firm retained for the specific project to prepare a request for proposals in accordance with the PSCA Act and this policy.

4. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any construction project under the PSCA Act exceeding a total anticipated cost equal to or in excess of the amount established in Neb. Rev. Stat. § 81-3445, as amended from time to time, the School District/Owner shall retain the services of an architect and/or engineer for such project, to provide design services including the

preparation of plans, specifications, and estimates, and observe construction. If the Board of Education selects the construction management at risk method of construction delivery under the PSCA Act, such services shall include consultation and participation in the evaluation of proposals received for such position, and participation on the selection committee for the position of construction manager at risk provided for in the PSCA Act.

5. ***Procedures for the Preparation and Content of Requests for Proposals:*** The Administration, in consultation with School District/Owner legal counsel and the project architect and engineer, shall prepare the request for proposals for the position of construction manager at risk under the PSCA Act. The School District/Owner shall prepare a request for proposals for each construction management at risk contract in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the School District/Owner and filed with the State Department of Education. The request for proposals shall include the following documents:

A. Notice to Construction Management firms of the School District/Owner's request for proposals which shall establish (1) the day of any pre-proposal conference; (2) the day upon which such proposals shall be returned, received, or opened, as provided by other statutes; and, (3) the hour at which such proposals shall close, or be received or opened, and they shall also provide that such proposals shall be immediately and simultaneously opened in the presence of the proposers, or representatives of the proposers, when the hour is reached for the proposals to close;

B. Invitation to submit proposals and instructions to prospective construction management at risk firms, which shall include:

(1) An invitation to submit proposals with a brief description of the project, instructions to proposers, and standard notices and reservations of rights as follows:

" NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District/Owner and the Architects retained by the School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract."

And,

"The School District/Owner reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.

The School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/Owner to be necessary for the successful performance of the contract."

(2) A description of the scope and nature of the project, the project site, the project schedule and estimated budget;

(3) Requirements for the proposal, including:

(a) A description of the CMR's project team and organization of such team;

- (b) Fee proposal, if required by the School District/Owner as part of the RFP;
 - (c) A description of the limitations, if any, on expenses to be reimbursed;
 - (d) Insurance and surety bond requirements;
 - (e) Preliminary project schedule;
- (4) Description of the general scope of services to be provided by the CMR, which may include:
- (a) Project financing phase informational services;
 - (b) Scope of project definition;
 - (c) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.
 - (d) Cost estimation and preliminary guaranteed maximum price submittals to the School District/Owner;
 - (e) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District/Owner with regard to proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;
 - (f) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).
- (5) Information of pre-proposal conference, if any required, and attendance requirements at such conference.
- (6) Proposal procedure, including:
- (a) Questions and clarification or interpretations of the proposal documents;
 - (b) Method of handling addenda to proposal documents;
 - (c) Procedure for modification or withdrawal of proposals;
 - (d) Proposal due date and opening including date, time, location and methods of submittal of proposals;
 - (e) Selection team;

- weight of each criterion;
- (f) Selection procedure and evaluation criteria and the relative
 - (g) Interview process;
 - (h) Contract negotiation process;
 - (i) Contract execution process.

C. Agreement between Scotts Bluff County School District 79-0016, a/k/a Gering Public School District and the construction manager at risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et. seq., prepared by School District/Owner legal counsel.

D. General Conditions of the Contract for Construction where the Construction Manager is at Risk;

E. Payment and performance bond and guaranteed maximum price bond requirements for the construction manager at risk;

F. Insurance requirements which shall provide that the construction manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the construction manager from claims set forth below which may arise out of or result from the construction manager's operations under the contract and for which the construction manager may be legally liable, whether such operations be by the construction manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Construction Manager's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Construction Manager's employees;

(4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Construction Manager, or (2) by another person;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

(6) Claims for damages because of bodily injury, death of a person or property damage arising out of School District ownership, maintenance or use of a motor vehicle; and

(7) Claims involving contractual liability insurance applicable to the construction manager's obligations.

G. The CMR organizational chart; and,

H. Policies adopted by the School District/Owner governing the CMR construction process.

6. ***Procedure and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify construction managers will evaluate prospective construction managers based upon the information submitted to the School District/Owner in response to the request for proposals, and an evaluation of such information by the Selection Committee based upon the criteria for evaluation of proposals and the relative weight to be given each criterion.

7. ***Procedures and Standards for Preparing and Submitting Proposals:***

A. Notices: The prospective construction managers shall be provided the following notices regarding the project and its legal parameters:

(1) NOTICE: THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. 13-2901 et. seq.

(2) NOTICE: By submitting a proposal, each proposer agrees to waive any claim it has, or may have, against the School District/Owner and the Architects retained by the School District/Owner, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

(3) Notice of the following provisions related to the request for proposal process:

(a) Attendance at pre-proposal conference (if required).

(b) A process for answering pre-proposal questions or requiring clarification or interpretation of the proposal documents.

(c) A process to provide for interpretations, corrections, and changes of the request for proposal documents to be made by addendum.

(d) A notice providing that:

(i) A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and each proposer so agrees in submitting a proposal.

(ii) A submitted proposal may be modified or withdrawn prior to the time and date designated for receipt of proposals by notice to the party receiving proposals at the place designated for receipt of proposals; such notice shall be in writing over the signature of the proposer.

(iii) A withdrawn proposal may be resubmitted up to the date and time designated for the receipt of proposals provided that they are then fully in conformance with the request for proposals.

(iv) The proposing firm's signature on the proposal is the proposing firm's guarantee that the content of the proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District/Owner from obtaining the lowest competitive price.

(v) Proposals due at a specified date and time must be received at School District/Owner's location by the date and time specified to receive consideration. Proposals received after the specified date and time are considered late, and shall not opened.

B. Reservation of Rights:

(1) The School District/Owner reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received.

(2) The School District/Owner further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District/Owner to be necessary for the successful performance of the contract.

C. Requirements For Proposal. The Selection Committee to be approved by the School District/Owner's Board of Education will select firms to be interviewed using the evaluation criteria as defined in the Invitation for Proposals. Each proposer shall be required to submit ten (10) copies of their written proposal, unless more or less are specified in the RFP. Proposals submitted by interested firms must include the following elements in the order listed:

- (1) A description of the CMR's project team and organization of such team;
- (2) A description of the CMR's approach to the submission, reporting and approval of expenses to be reimbursed;
- (3) A certification of compliance with insurance and surety bond requirements.
- (4) A preliminary project schedule.
- (5) A narrative of firm's philosophy.
- (6) Completion and submission of the questionnaire included in the invitation for proposals.

8. *Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. §§ 13-2910 and 13-2911:* The School District/Owner shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. § 13-2911.

A. Referral to Selection Committee: In evaluating proposals in accordance with Neb. Rev. Stat. § 13-2910, the School District/Owner shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District/Owner. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer when evaluating proposals from construction managers under Neb. Rev. Stat. § 13-2910, (4) any person having special expertise relevant to selection of a construction manager under the Political Subdivisions Construction Alternatives Act, and (5) a resident of the School District/Owner other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest

in a construction manager who has a proposal being evaluated and shall not be employed by the School District/Owner or the performance-criteria developer.

D. Evaluation Criterion: The selection committee and the School District/Owner shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection with the stated percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Selection Criteria	Percent Value
1	The financial resources of the construction manager to complete the project - ten percent (10%) maximum.	2.5%
2	The ability of the proposed personnel of the construction manager to perform - thirty percent (30%) maximum.	20%
3	The character, integrity, reputation, judgment, experience, and efficiency of the construction manager - thirty percent (30%) maximum.	20%
4	The quality of performance on previous projects - thirty percent (30%) maximum.	20%
5	The ability of the construction manager to perform within the time specified - thirty percent (30%) maximum.	10%
6	The ability and resources of the construction manager to recruit qualified contractors for the Project, including but not limited to local contractors – Optional - twenty percent (20%) maximum	10%
7	The construction manager's proposed efforts schedule for the Project – Optional - twenty percent (20%) maximum.	15%
8	The previous and existing compliance of the design-builder or construction manager with laws relating to the contract - ten percent (10%) maximum	2.5%
	TOTAL (No more than 100%).	100%

E. Examination of Proposals: Following the opening of the proposals, the Selection Committee will examine the proposals and supporting documentation submitted by all candidates. The selection of the CMR for the Project shall be based upon a careful and objective consideration of the proposals and the ability of each firm submitting a proposal to perform the services

described in this Invitation for Proposals and the requirements of any federal, state, local laws and regulations and School District/Owner policies and regulations that are applicable to the Project.

F. **Interviews of Candidates:** To further assist the Selection Committee in evaluating each proposal to determine which candidate best meets the criteria in the request for proposals, the Selection Committee Board may at its election determine to interview such candidate(s).

G. **Records of Selection Committee:** The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

H. **Rejection of Proposals:** The School District/Owner shall have the right to reject any and all proposals. The School District/Owner may subsequently solicit new proposals using the same or different project performance criteria.

9. ***Contract Negotiations:***

A. **Negotiations with Highest Ranked CMR:** The School District/Owner shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked CMR, etc.** If the School District/Owner is unable to negotiate a satisfactory contract with the highest ranked construction manager, the School District/Owner may terminate negotiations with that construction manager. The School District/Owner may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the School District/Owner is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the School District/Owner may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

C. **Requirement of Execution of Written Contract:** No contractual rights shall be created between the construction manager at risk and the School District/Owner until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District/Owner, and executed by all parties thereto.

D. **Insurance and Bonding:** The contract shall provide that the CMR shall provide insurance coverage for the Project which shall not be less than the amounts listed in the contract as set forth in the Request for Proposal; such insurance coverage shall include general liability (Project specific), automobile liability, and workers' compensation. Further, the CMR shall provide the School District/Owner with a payment and performance bond for the cost of the services of the CMR and estimated expenses to be reimbursed, and a guarantee bond in the amount of ten percent (10%) of the guaranteed maximum price for the project.

E. **Filing of CMR Contract:** The School District/Owner shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the department.

F. **Unsuccessful Negotiations with CMR Candidates:** If the School District/Owner is unable to negotiate a satisfactory contract with any of the ranked construction managers, the School District/Owner may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

G. **Modification of CMR Contract:** A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the School District/Owner in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the CMR Contract:***

A. **Protest Relation to Solicitation:**

(1) **Request for Proposals, Notice, and Pre-Proposal Process and Procedures:** A CMR candidate seeking to protest the policies adopted by the Board of Education pursuant to the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq. and the form or content of the request for proposals promulgated by the School District/Owner, or the notice of the request for proposal, or any pre-proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the request for proposals.

(2) **Proposal Opening, Evaluation and Ranking of CMR Candidates:** A CMR candidate seeking to protest the proposal opening process used by the School District/Owner must file such protest within seven (7) calendar days from the date of the proposal opening.

(3) **Evaluation and Ranking of CMR Candidates:** A CMR candidate seeking to protest the process and procedures used by the Selection Committee in evaluating and/or ranking the CMR candidates must file such protest within seven (7) calendar days from the date the Selection Committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the Selection Committee.

B. **Negotiation or Execution of CMR Contract:** A CMR candidate seeking to protest the process and procedures used by the School District/Owner in the negotiation or execution of the construction management at risk contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the construction management at risk contract.

C. **Form and Filing of Protests:** All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. **Action on Protests:** The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712.

Approved 01/19/04

Reviewed 8/26/13, 3/16/17

Revised 3/20/17

September 22, 2023

Mario Chavez, Principal
Gering Public Schools
1500 U Street
Gering, NE 69341

Dear Mr. Chavez

I would like to take this opportunity to resign from my teaching position within the Gering Public School district effective December 21, 2023. It is my intent to retire from public education in Nebraska.

I would also like to thank you along with many others who have supported me over the past 11 years in the Gering Public School system. During my career at Gering, and particularly over the past few months, I have received a lot of positive comments and support, of which I am greatly appreciative. I will miss working with the staff at the high school, as well as many of the employees in the district.

Sincerely,

A handwritten signature in cursive script, appearing to read "Glen Koski".

Glen Koski



ACTIVITIES DIRECTOR 210-DAY CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Gering Public Schools, legally known as Scotts Bluff County School District 79-0016, and referred to as “the Board” and “the School District” respectively, and **JON HUTCHISON**, referred to herein as “the Activities Director”. In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Activities Director, and the Activities Director agrees to accept such employment, subject to the terms and conditions set forth herein.

SECTION 1: Term of Contract. The Activities Director shall be employed for a period of one year beginning on **July 1, 2023**, and expiring on **June 30, 2024**. References to “contract year” shall mean the period from July 1st through June 30th and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; the Activities Director illness makes attendance impossible or impracticable; the Activities Director presence is not necessary to fulfill his or her contractual duties; or the Supervisor otherwise excuses the Activities Director. The Activities Director agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Activities Director shall keep complete and accurate records of his or her working days and shall provide the Superintendent with a report of his or her accumulated working days consistent with the directives of their Supervisor and at least quarterly. It is the expectation that the Activities Director shall work all days identified on the district work calendar unless leave is sought and granted.

SECTION 2: Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of one contract year, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

SECTION 3: Salary. The Activities Director salary for the contract year shall be **\$80,000.00** which shall be paid in 12 equal monthly installments beginning in the month of August 2023. The Board shall not reduce the Activities Director 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 Activities Director authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Activities Director or the value of property or money entrusted to the Activities Director or owed by the Activities Director to the District during the course of or as a result of the Activities Director employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Activities Director and Board may agree.

SECTION 5: Professional Status. The Activities Director affirms that she is not under contract with any other board of education covering any part or all of the terms provided in this contract. Throughout the contract term, the Activities Director will hold a valid and appropriate certificate to serve in his or her position in the State of Nebraska which he or she will register and maintain on file in the school district’s central administrative office. This contract shall not be valid and the Board will not compensate the Activities Director for any service performed prior to the date that he or she registers her certificate. The Activities Director represents that: (1) all information he or she provided in connection with his or her 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, he or she will advise the Board immediately; (2) he or she 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) he or she has not had any professional licenses or certificates suspended or revoked.

SECTION 6: Activities Director Duties. The Activities Director duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Activities Director agrees to devote his or her time, skill, labor, and attention to his or her duties throughout the contract term. The Activities Director shall be subject to the direction and control of the Superintendent at all times and shall perform such activity directors duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Activities Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to the school district.

SECTION 7: Nonrenewal, Termination, Cancellation, or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Activities Director 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 Activities Director continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Activities Director or the failure to report the same; (n) any filing against the Activities Director under Neb. Rev. Stat. Section 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 school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's 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.

SECTION 8: Disability. If the Activities Director is unable to perform his or her duties by reason of illness, accident, or other disability beyond his or her control, and the disability continues for a period of more than sixty days or if the disability is permanent, irreparable, or of such a nature as to make the performance of his/her 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 Activities Director under any insurance coverage furnished by the district.

SECTION 9: Fringe Benefits. The Board shall provide the Activities Director with the following fringe benefits:

a. Health Insurance. Health insurance coverage elected through the District's health insurance carrier will be paid at 50% of the single-policy premium total. Additional coverage may be elected to cover the employee's spouse and/or children as an out-of-pocket expense.

b. Dental Insurance. Dental insurance coverage elected through the District's health insurance plan will be paid at 50% of the single-policy premium total. Employees may choose to elect coverage for dental separate from the District's health insurance package or for spouse and/or children as an out-of-pocket expense.

c. Life Insurance. Term life insurance elected through the District's plan will be paid at 50% for employee and family coverage.

d. Sick Leave. The Activities Director shall be entitled to 10 days of sick leave per year which may accumulate to a total of 10 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. The Activities Director shall keep complete and accurate records of the use of his or her sick leave consistent with the directives of their supervisor. The Activities Director shall not be compensated for unused days of sick leave upon the ending of his or her employment with the District unless they are electing retirement after 15 years of service.

e. **Disability Insurance.** The Activities Director shall purchase long-term disability insurance from the school district's carrier. The District will pay the premium, but the Activities Director will be taxed for the cost of the premium.

f. **Personal Leave.** The Activities Director shall have two (2) personal days for the 2023-24 contract year which he or she may use at times he or she chooses so long as the absence does not interfere with the proper performance of his or her duties. Any extended vacation period while school is in session will require advance approval by the Superintendent, and all parties will cooperate in arranging personal leave so as to cause the least inconvenience to the normal operation of the District. Upon the commencement of any subsequent contract term, the Board shall give the Activities Director the number of days necessary to restore the total to two (2) days. For example, if he or she uses 2 days of vacation one year, the board will provide him or her with two (2) days the following year to bring his or her total to two (2) days. The Activities Director shall keep complete and accurate records of the use of his or her vacation leave consistent with the directives of their supervisor. The Board or Superintendent may require the Activities Director to use vacation days. The Activities Director shall be paid for any accrued unused vacation days upon separation of employment at the daily rate of pay.

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

g. **Professional Dues.** The School District will pay the annual dues for the Activities Director membership in organizations designated by the Superintendent.

h. **Bereavement Leave.** The Activities Director shall be permitted bereavement leave as provided in District policy.

i. **Cell Phone.** The Activities Director shall be required to purchase and maintain a cellular phone so that he or she can be reached at all times for work-related emergencies or while away from school grounds during the workday. The School District will reimburse the Activities Director \$50 per month to offset the cost of a cellular phone service plan.

j. **Expense Reimbursement.** The Board shall pay or reimburse the Activities Director 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 Activities Director shall secure the prior approval of the Superintendent before incurring any such expense.

SECTION 10: No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Activities Director 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 11: Compensation Upon Termination. 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 Activities Director shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract.

SECTION 12: Evaluation: The Superintendent shall evaluate the Activities Director as required by state statute. The Activities Director agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Activities Director's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Activities Director agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

SECTION 13: Legal Actions. The Board will support the Activities Director if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Activities Director as a result of his or her performance of his or her duties or his or her position as Activities Director of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes 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 his or her conduct was unlawful.


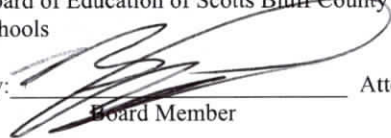
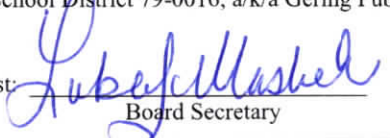
SECTION 14: Physical or Mental Examination. The Activities Director agrees that, at the request of the Board or Superintendent, he or she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Activities Director is able to perform the "essential functions" of his or her position.

SECTION 15: Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in the performance of their respective duties and obligations under this contract.

SECTION 16: Amendments to be in Writing. This contract may be modified or amended only by writing duly authorized and executed by the Activities Director and the Board.

SECTION 17: 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 this <u>20</u> day of <u>Sept</u> , 2023	Executed this <u>20</u> day of <u>Sept</u> , 2023
 Activities Director Signature	Board of Education of Scotts Bluff County School District 79-0016, a/k/a Gering Public Schools By:  Board Member Attest:  Board Secretary

Gering Public Schools

Crisis Response



What is a Crisis Team and What Purpose Does It Serve in Schools?

- A crisis team is a group of trained school staff that respond to assist students and faculty in the event of a crisis.
- The purpose of a crisis team.
 - Facilitate a preplanned and organized response that helps reduce the psychological and social difficulties following a crisis.
 - Assist staff and students in coping with difficult feelings.
 - Assist the school to return to normal routines as quickly and calmly as possible.



Who serves on GPS's Crisis Team?

Lorna Davis

Brett Moser

Lisa Freeburg

Shelly Muggli

Lacey Farrington

Jennifer Sibal

Jen Bohnsack

Brenda Stone

Teresa Freeling

Naomi Morales

Micheal Macias

Mel Abel

Amanda Diedrich

Matt Janecek

Drew Marlow

Laura Van Housen

Rick Marez



What training does our crisis team complete?

Psychological First Aid

- Provided through the Nebraska Department of Education
- 2-3 day training that reviews the 8 core actions of PFA, allows for teams to plan and practice mock crisis, and provides access to resources for schools.



Crisis Response in Action-Planning Phase

- 1) Administration contacts crisis team lead to inform of crisis situation.
- 2) Team lead contacts team members.
- 3) A meeting is scheduled with administration of school involved and crisis team to develop plan for responding to crisis.

Important considerations:

- Getting correct information about crisis either through law enforcement or the family involved.
- Identifying what information the family feels comfortable sharing.

Crisis Response in Action-Planning Phase

- 4) Formal statements are prepared that will be read to staff, students. Message to GPS families will also be prepared (if appropriate).
- 5) Roles of crisis team members are established and location of a support room is identified.
- 6) Students and staff that may be most affected by the crisis are identified and a plan to support these staff and students is put in place. Also identify students at risk for other reasons.
- 7) Work with activities director regarding scheduled events for the day.
- 8) Identify if other schools will be impacted by the crisis and potentially send part of crisis team to that school.



Crisis Response-Day 1

- 1) At Staff Meeting:
 - a) Read statement to staff.
 - b) Identify staff who need immediate support and those needing assistance reading statement to students.
 - c) Provide staff with additional resources as they support students that day.
- 2) Staff support room and prepare for students who may need to visit the support room. Document students who use support room.
- 3) Members of crisis team will walk hallways, check bathrooms, and check other areas of school where students may be quietly struggling.
- 4) Check in with teachers and other staff regarding how students are doing and encourage them to report any concerns to the team or school counselors.

Crisis Response-Day 1

- 5) Before end of day, meet with administration to determine need for another day of crisis response.
- 6) After school, debrief with staff and communicate plan for next day.
- 7) Call parents of students who visited the support room.
- 8) If team is not returning the next day, pass along information to counselors and administration regarding at risk students to follow up with in the next few days. Also determine if referrals to outside counseling is needed for students who are struggling.

Crisis Response-Post Response

- 1) Any temporary memorials (cards, letters of sympathy) that were written during the crisis response will be removed from school property within a few days. Those items will be reviewed by crisis team and given to the family.
- 2) Team will be in touch with school/s regarding funeral arrangements. Members of the crisis team will attend funeral, wake, viewing, etc. Funerals will not be held on school property.
- 3) Permanent memorials are not allowed on school property.
- 4) Assist school, classrooms with handling of student's locker, desk, etc.
- 5) Debrief with crisis team after response.



Other possible roles of Crisis Team

- Assist with reunification process at Central Church of Christ.
- Assist with a smaller “modified” response.
- Potentially help another district with their crisis response.



Questions?



Mediation West, Panhandle Partnership and Gering Public Schools have joined an initiative we believe is important for our school and the larger community. We're piloting a toolbox to help schools and the communities they serve around the country to rebuild trust and have constructive, rather than destructive, conversations around education issues.

The toolbox (current version attached for your review) is being developed by the National Association for Community Mediation (NAFCM) in partnership with Living Room Conversations and the Jimmy and Rosalynn Carter School at George Mason University. It's being piloted in a mix of urban and rural communities across the U.S.: Gering, Nebraska; Prince Williams County, Virginia; Hamilton County, Ohio; Mount Vernon, Washington; Savannah, Georgia.

Each of these communities are forming a team composed of a community mediation center, a school district, and at least one other civil society organization. Together these teams will:

- 1) Hold listening sessions with different groups in their communities: parents, students, teachers, school administrators, other interested residents to surface issues, feelings, and perceptions about our school and the interaction with the larger community (October-November 2023)
- 2) Synthesize what they hear into reports to share back with the community (November-December 2023)
- 3) Work with interested school community members to co-create action plans to address issues, including developing recommendations for changes to school board and/or school district policies or procedures which will strengthen communication and partnership with the school and the communities they serve (November-December 2023)
- 4) Implement and evaluate the impact of changes in policies or procedures (December 2023 – February 2024)
- 5) Create case studies for each community, exploring what worked in building trust and strengthening communication (March – May 2024)

Our team also has the benefit of being able to review data from the community surveys taken as a part of the strategic planning process. We will be incorporating findings from that data along with what we learn from the listening sessions as the team considers recommendations regarding policies and procedures. Along the way, Mediation West will also continue to support Gering Public Schools through our programming for truancy mediation, restorative practices and workplace mediation as referred.

Across the country, teams will also help refine the toolbox so it can be rolled out widely in the new year and be a counterpoint to the tensions likely rising in the run-up to the 2024 elections. This is a chance for us to help our local communities, our local schools as well as bring hope and possibilities to communities and schools across the country.

By way of background, NAFCM is a network of 350+ community mediation centers across the continent, all of which are helping to bring communities together and address disputes. Living Room Conversations is an organization that offers guides for conversations to connect people across divides.

The toolbox is built on these organizations' experience assisting even bitterly divided communities to create communication processes that help people listen to each other, start to build trust, and solve problems together. The project is funded by the American Arbitration Association's International Conflict and Dispute Resolution section.

We will be holding listening sessions, some standalone events, and some piggybacking listening sessions on already-planned events.

OCT 17: Listening session at Mediation West, 615 S Beltline Hwy W, from 4:00 p.m. to 5:30 p.m.

OCT 18: Listening session at Lincoln Elementary School from 7:00 p.m. to 8:30 p.m.

OCT 20: Meeting with principals, certified staff, community leaders. Get their feedback on their perspectives on how parents could have more of a voice.

OCT 23-26: Cookies and Conversations with MW facilitators during Parent-teacher Conferences.

NOV 14: Focus Day, Student Voice.

Between 11/15 and 12/7 The team will create recommendations for the board regarding ways to increase access for parent voice and community involvement.

DEC 7: District Strategic Planning: Mediation West helps facilitate/process feedback from the data and listening sessions as it relates to this topic and any policy/procedure recommendations.

What we want to learn:

- Lens of parental involvement in schools...are there enough ways to be involved in child's school experience and education.
- Perception of community with the school.
- Staff's experience with parent/community interaction.
- Students' perceptions of why their parents are or aren't involved.

In other words, from each participant's perspective, what is working well and shouldn't be changed and what barriers exist that should be addressed through policy or procedure?

Types of questions we'll ask:

- What are the ways you feel you engage? (ie: PT Conferences, Sporting Events)
- Are there ways you would have more of a voice?

The text of the invitation sent to parents follows.

To Our Gering Public Schools Parents and Students,

Are you able to talk with your school officials about things that are important to you? If not, we'd love to know what's getting in the way. If so, we'd like to know what's working well so we can keep doing it.

Please join us for a listening session where the team from Meditation West will gather your feedback for the school board and administration about how you see the school interacting with the community.

Pick the time that works best for you. Refreshments will be provided, and your children are welcome.

Tuesday 10/17/23

4:00 p.m. – 5:30 p.m.

Mediation West

615 S Beltline Hwy W - Scottsbluff

Wednesday 10/18/23

7:00 p.m. – 8:30 p.m.

Lincoln Elementary School

1725 13th St – Gering

The listening sessions will be held using the Living Room conversations model. Please plan for up to an hour-and-a-half. The Living Room Conversations agenda is printed below so you can get a better feel for how our time together will be spent.

These gatherings are a part of joint effort between Gering Public Schools, Mediation West, Panhandle Partnership, and national partners, the National Association for Community Mediation (NAFCM), Living Room Conversations, and the Jimmy and Rosalynn Carter School at George Mason University. The project is funded by the American Arbitration Association's International Conflict and Dispute Resolution section at no cost to taxpayers.

Gering is one of five sites across the country that is working to improve trust between the school district and the community it serves and to help people have constructive conversations around education issues, solving problems together. The other sites are Prince Williams County, Virginia; Hamilton County, Ohio; Mount Vernon, Washington; Savannah, Georgia. The hope is that your feedback will help develop better relationships between schools and communities across the country as well as here at home.

We are looking forward to hearing from you!

Living Room Conversations Agenda:

- *Introductions (10 minutes)*
- *Conversation Agreements (5 minutes)*
 - *Be curious and listen to understand.*
 - *Show respect and suspend judgment.*
 - *Note any common ground as well as any differences.*
 - *Be authentic and welcome that from others.*
 - *Be purposeful and to the point.*
 - *Own and guide the conversation.*
- *Question Rounds (10 minutes – getting to know you) (40 minutes – learning from your experience and hopes for the future)*
- *Reflecting on the conversation (15 minutes)*
- *Closing (5 minutes)*

POLICY 204.12
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC PARTICIPATION IN BOARD MEETINGS

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

Instructions for members of the public who wish to speak:

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

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

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

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

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

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting.

This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

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

Approved 01/20/2003

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

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



2699 47th Avenue
Greeley, CO 80634
970-352-1313

Salesperson: **Steven R Heikes** Deal #: **D0763** Date: **9/25/23**

BUYERS NAME(S): **Gering Publiuc Schools** CELL PHONE:

ADDRESS: **1519 10th Street** CITY, STATE, COUNTY, ZIP: **Gering, NE 69341** WORK PHONE: **402-598-3103**

MOTOR VEHICLE INFORMATION EMAIL ADDRESS: **srodriguez@geringschools.org**

YEAR:	MAKE:	MODEL:	VIN:	MILES:	COLOR:	STOCK#
2021	FORD	TRANSIT	1FBAX2Y87MKA49507	73,640	WHITE	D0763

TRADE INFORMATION:

YEAR:	MAKE:	MODEL:	VIN:	MILES:	COLOR:	STOCK #:

PAYOFF TO:	ADDRESS:	PHONE:	PAYOFF AMOUNT:	GOOD UNTIL:

TRADE 2 INFORMATION:

YEAR:	MAKE:	MODEL:	VIN:	MILES:	COLOR:	STOCK #:

PAYOFF TO:	ADDRESS:	PHONE:	PAYOFF AMOUNT:	GOOD UNTIL:

MSRP:	\$48,400.00	EMAIL ADDRESS:	srodriguez@geringschools.org
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REMARKS:

1. LIST PRICE: Car & Accessories	\$48,400.00
2. LESS TRAD-IN ALLOWANCE: (Including discount from list price.)	
3. SUBTOTAL OR CASH PRICE:	\$48,400.00
4. DELIVERY & HANDLING:*	\$599.00
5. TAXABLE SALE PRICE:	
6. CITY 0.00% SALES TAX:	
STATE 0.00% SALES TAX:	
COUNTY 0.00% SALES TAX:	
RTD 0.00% TAX:	
LUXURY 0.00% TAX:	
7. BALANCE OWED ON TRADE(S):	
8. TOTAL:	\$48,999.00
9. REBATES:	
10. CASH DOWN:	
11. EXTENDED SERVICE CONTRACT:	
12. BALANCE DUE ON CASH SALE:	\$48,999.00

ALL VEHICLES SOLD "AS IS" OR "WITH ALL FAULTS" UNLESS A SEPARATE AGREEMENT IS FURNISHED.

CAUTION: THIS AGREEMENT CONSISTS OF TWO PAGES. SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITION. BUYERS(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYERS SIGNATURE: _____ DATE: _____
 CO-BUYERS SIGNATURE: _____ DATE: _____
 ACCEPTED BY DEALER: Steven R Heikes DATE: 9/25/23

*THIS CHARGE REPRESENTS COST AND ADDITIONAL PROFIT TO SELLER FOR ITEMS SUCH AS INSPECTION, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.