

Regular Board of Education Meeting

Monday, July 8, 2024 6:00 PM

Gering High School - Freshmen Academy Wing
1500 U 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 pm.

2.2. Roll Call

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

2.3. Pledge of Allegiance

2.4. Open Meetings Act

3. Consent Agenda

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

3.2. Approval of Claims/Bills

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies

3.3.i.1. **201.2 BOARD MEMBERSHIP-ELECTIONS AND APPOINTMENT**

3.3.i.2. **204.7 MEETING NOTICE**

3.3.i.3. **204.12 PUBLIC PARTICIPATION IN BOARD MEETINGS**

3.3.i.4. **206.2 BOARD ASSOCIATION MEMBERSHIP**

3.3.i.5. **402.3 EMPLOYEE CONFLICT OF INTEREST**

3.3.i.6. **409.1 CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT**

3.3.i.7. **502.2 NONRESIDENT STUDENTS/OPTION ENROLLMENT**

- 3.3.i.8. **502.3 ENTRANCE ADMISSIONS**
- 3.3.i.9. **503.4 ADDRESSING BARRIERS TO ATTENDANCE**
- 3.3.i.10. **504.3 STUDENT CONDUCT**
- 3.3.i.11. **504.6 STUDENT APPERANCE**
- 3.3.i.12. **607.10 CLASSROOM ENVIRONMENT**
- 3.3.i.13. **611.2 STUDENT PROMOTION, RETENTION, OR ACCELERATION**
- 3.3.i.14. **611.7 GRADUATION REQUIREMENTS**
- 3.3.i.15. **802.5 FREE AND REDUCED COST MEALS ELGIBILITTY AND MEAL CHARGES**
- 3.3.i.16. **1003 PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS**

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. **Alynn Peters- 2nd Grade Teacher @ Northfield Elementary**

3.4.ii.2. **Paul North- Social Studies Teacher @ GHS**

4. **Reports & Discussions**

4.1. Board Committee Report: Curriculum & Personnel

No Curriculum Meeting for the month of June.

4.2. Board Committee Report: Business & Facilities

Business Meeting was held in Omaha, NE, as the Admin. Team was at the HumanEx Leadership Conference.

Brian Copsey-I am so glad I was able to make the trip to tour a few schools at the eastern end of the state. We were able to tour Westview HS, Saddle Brook Elem and Westside Middle School.

4.3. Superintendent's Report

Dr. Regan- I would like to welcome Mrs. Julie Siebke as our new Director of Student Services.

HumanEx Leadership Conference: Call to action on leveraging our competitive advantage, leading by principles, leveraging our vision, having moral courage....everyone leads-water the plants and let them grow.

As leaders, we have the hardest jobs we will ever love: Purpose, Mission, and Belonging.

We have less than 1 month until District Opening Activities begin on August 5.

We have completed our school facility tours this summer-President Copsey will present out. I am so grateful with the outstanding hospitality of the districts and JEO Architects for organizing the visits.

A special note of gratitude to our Central Office Staff, as summer is not a break in the district. The team is doing outstanding work communicating and preparing for the staff of the 24-25 school year.

5. **Public Comments**

6. **Action Items**

- 6.1. Discuss, consider, and take action regarding the approval of the 2024-25 school-year Interlocal Cooperation Agreement for School Resource Officer.
- 6.2. Discuss, consider, and take regarding the approval of the 9% classified paraprofessional category salary increase, effective August 1, 2024.
- 6.3. Discuss, consider, and take action regarding the approval of the 2.4% classified category (non para) salary increase, effective August 1, 2024.

7. **Board Comments**

Greg Trautman- It is no longer the 4th of July, and school is right around the corner. I look forward to hearing about the facility visits, and value educators' eyes as well as their input. Teachers are always "Teaching" as I've seen it 1st hand in the district.

John Maser- I appreciate the board members and staff members who were able to make the trip to visit the schools in eastern Nebraska. I also wanted to mention that our High School Boys Basketball team is in California attending a camp, and this is a really cool experience for our student athletes.

BJ Peters-My wife has ended her 40-year career with the district this year. We were so grateful to have family home to celebrate her. She is truly a gift and has a special way of connecting with the kids. I am so proud of her! She was such an asset to the district. She is ready to enjoy her retirement with her family.

Brian Copsey-I want staff, students, and the community to feel free to ask us any questions regarding the tours we took at the schools in eastern Nebraska. The team that attended the tours took in the experience and took advantage of the opportunity to visit these schools. I appreciate the invitation to attend the tours, and look forward to seeing what we can provide for our community. Thank you to the entire staff at GPS.

7.1. Tentative Upcoming Board Meeting/Event Dates

8. **Adjourn**

This meeting was adjourned at 6:23 pm

Regular Board of Education Meeting

Monday, June 17, 2024 6:00 PM

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



Minutes

1. GPS Board of Education Information

2. Opening Procedures

2.1. Call to Order

Present: Brian Copsey, Josh Lacy, John Maser, B.J. Peters, Greg Trautman, Tracy Wiese.
President, Brian Copsey, called this meeting to order at 6:00 p.m.

2.2. Roll Call

2.3. Pledge of Allegiance

2.4. Open Meetings Act

3. Consent Agenda

A motion to approve the Consent Agenda was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.

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

3.1. Expenditures:

3.1.i. Fund Amount

01 General \$867,104.36

03 Employee V\$242.00

05 Activity \$100,747.85

06 Cafeteria \$359,824.69

08 Special Building Fund \$1,157.21

09 \$6,780.62

Fund Totals:

\$1,335,856.73

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

3.3. Board Policy Adoption

3.3.i. First Reading of Board Policies (**no readings**)

3.3.ii. Second Reading of Board Policies (**no readings**)

3.4. Personnel Items

3.4.i. Certified Staff Contract(s)

3.4.i.1. **Alexandria Gustafson- GHS English Teacher**

3.4.i.2. **Trevor Teichroeb- 0.5 Elementary Tech./Library Media Teacher**

3.4.ii. Certified Staff Resignation(s)

4. Reports & Discussions

4.1. Board Committee Report: Curriculum & Personnel

BJ Peters-We discussed changes regarding the 2024-25 school year High School Handbook with Principal Mario Chavez. We had concerns about how absences and tardiest were being separated. Mario did a nice job walking the committee through the process of tracking this data. We are trying to reach 100% of all the students attending GHS. Getting from good to great is a narrow margin, but we do not want to sacrifice quality. " Freshman Success", is a new class being offered for the upcoming Freshman. This course will teach stress management, financial budgeting, and just general tools on how to be successful in high school,

4.2. Board Committee Report: Business & Facilities

Brian Copey- A/P listing is in good shape, and we are still under budget. We are building a "Middle School Improvement Committee" to see that the proper upgrades are being done at that facility. The Admin. Team went to visit high functioning middle schools in Colorado to see what a new middle school should look like. The PK construction timeline is being met, and should be up and running for the school year this fall. A lot of summer projects are underway at all the facilities in the district. You will be seeing Bus Barn remodels. Geil and Northfield are getting new cafeteria tables and ventilation systems. We are also adding a HVAC position to our maintenance team. Greg Trautman commented, saying the idea of having an electrician and HVAC team member on board is essential.

4.3. Superintendent's Report

Dr. Nicole Regan- Gering Public Schools social media.....look at all the great things happening in our district during the summer months. Summer archery, swimming, visits to a variety of community areas, all these align with weekly themes for our PK-5 students. "I want to go back to summer camp"

Clark Creative Group visited GPS to highlight the many great things going on in Public Education. If you need a lift in hope and pride in our future, I encourage you to visit Public Schools Proud Nebraska to remind us how extraordinary and dynamic our students are in every way, every day.

We are trending forward with momentum in our summer enrichment, summer professional learning, leadership development and sports/activities. Not to mention that free meals are being offered this summer for our students ages 1-18.

While our students are engaged in summer fun and activities, our teachers and leaders have designated their summer for professional learning. I love this constant flow, where summer is a time to reflect and restore, but also to push our momentum of excellence in our Gering community. Thank you to our community partners, our summer crews, our camp counselors, and our administrators who are working feverishly behind the scenes to get our campuses, facilities, and programs ready for the 24-25 school year.

5. Public Comments

Frank Ybarra, of Ybarra Drywall, addressed the board in regard to the drywall bid for the new construction of the Northfield PK building.

6. Action Items

6.1. Discuss, consider, and take action regarding the approval of the purchase of a 2024 Chevy Suburban from Weld County Garage for the amount of \$73,659.74

A motion to to approve the purchase of a 2024 Chevy Suburban for the amount of \$73,659.74 was presented by Greg Trautman, seconded by John Maser. After voting, motion Passed.

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

6.2. Discuss, consider, and take action regarding the approval of Policy 1005.3 **"Parental and Family Involvement in the Schools"**

A motion to approve Policy 1005.3 was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.

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

6.3. Discuss, consider, and take action regarding the approval of Policy 504.2 **"Bullying Prevention"**

A motion to approval of Policy 504.2 was presented by Greg Trautman, seconded by Josh Lacy. After voting, motion Passed.

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

6.4. Discuss, consider, and take action regarding the approval of the 2024-25 school year, Board of Education meeting schedule.

A motion to approve the 2024-25 school year BOE meeting schedule was presented by Josh Lacy, seconded by Tracy Wiese. After voting, motion Passed.

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

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

A motion to approve the 2024-25 school year Classified Handbook was presented by Tracy Wiese, seconded by Greg Trautman. After voting, motion Passed.

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

6.6. Discuss, consider, and take action regarding the approval of the 2024-25 school year Gering High School Handbook.

A motion to approve the 2024-25 school year GHS Handbook was presented by Josh Lacy, seconded by Greg Trautman. After voting, motion Passed.

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

7. Board Comments

John Maser-Enjoyed watching the video about the GHS construction class. It has already been a whirlwind of a summer!

Tracy Wiese- I don't have much to comment on. Everyone has a busy summer schedule, so I am working on keeping my calendar updated. I also enjoyed watching the social media videos regarding the GHS construction class.

Josh Lacy- The district continues to work behind the scenes, and I appreciate all done by the staff at GPS.

Greg Trautman- It's hard to believe we are halfway through the summer. I love seeing all the kids enjoying the summer camp that the district offers!

BJ Peters- Please remember to take time to recharge over the summer months. Gering is a huge player in the VALTS program at ESU 13, and I appreciate that greatly. GPS keeps meeting the needs of ALL students.

Brian Copsey- I appreciate the district offering the summer meal program for our students. The videos shared on social media are always great to see. These videos were aired on a few news channels, including one in Omaha. Thanks to the Admin. Team and staff for putting in the hours for the next school year!

7.1. Tentative Upcoming Board Meeting/Event Dates

8. Adjourn

This meeting was adjourned at 6:38 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

POLICY 201.2
GERING PUBLIC SCHOOLS
GERING, NE

BOARD MEMBERSHIP - ELECTIONS AND APPOINTMENTS (Class II and III)

The annual school election takes place on the first Tuesday after the first Monday in November. Terms shall be staggered so that three board members are elected at each general election. Members of the board will be elected at large.

Incumbents must file for election at the Office of the County Clerk, Scotts Bluff County, by February 15 prior to the date of the primary election. All other candidates must file for election by March 1 prior to the date of the primary election.

If a vacancy occurs on the board it may be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies. Every candidate for a special district election shall file a candidate filing form according to state statute.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-501 et seq.

Cross Reference: 201.5 Term of Office

POLICY 204.7
GERING PUBLIC SCHOOLS
GERING, NE

MEETING NOTICE

Reasonable advance public notice shall be given for meetings and work sessions held by the board in a local newspaper designated and recorded in the board minutes and, if available, on the newspapers web site. The board may also, but is not required to, post notice of the meeting in public places throughout the district. ~~If the newspaper refuses, neglects, or is unable to publish the notice on time, the district shall (1) post the notice on the newspaper's website, if available, and (2) post the notice in at least 3 conspicuous places in the district. The Board Secretary shall keep a written record of the postings.~~

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

~~The designated methods of giving advance notice of meetings of the Board of Education of the Gering Public School District shall be by publication or by posting. If notice is given by posting, such notice shall be given by posting notice in at least three (3) public places throughout the school district. The Central Administration Office, the post office and City Hall are designated posting places, though other or different places at which the public may reasonably be notified are also designated as permissible places. The notice shall be transmitted to the public and a copy kept readily available for public inspection in the office of the superintendent. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.~~

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

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. In that case, public notice of the meeting shall be given as soon as notified of the emergency meeting. Attendance at a special meeting or emergency meeting by board members shall constitute a waiver of notice.

It shall be the responsibility of the ~~board secretary~~ superintendent to give public notice of board meetings and work sessions. The ~~secretary~~ superintendent shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: Neb. Statute 84-1408 to 1414
79-554, 79-560, 79-561

Cross Reference: 204.1 Regular Meetings
204.2 ~~Special Meetings~~
204.10 Agenda

Approved 09/14/2009

Reviewed 2/23/2015, 10/14/2021

Revised 11/18/2013

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, and has created rules to assure citizens are heard and board meetings are conducted efficiently and in an organized manner. The board shall set time aside for public comment at times specified by the board. The orderly process of the board meeting shall not be interred with or disrupted. ~~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.~~

The board has the discretion to limit the amount of time set aside for public comment. The board president shall specify the total amount of time available for public comment prior to opening the public comment period. If public comment is allowed prior to individual agenda items, that limit on the total comment period should also be defined. Individual comments will be limited to 5 minutes for each participant. The board president will recognize these individuals to make their comments at the appropriate time. 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.

~~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.~~

The board requires any member of the public desiring to address the body to identify himself or herself, including an address and name of any organization represented by such person unless the board waives the address requirement to protect the security of the individual.

~~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.~~

Individuals who have a complaint about employees or students who have complaints shall follow policies 403.5 and 504.1 respectively. The board will follow policy 1005.1 in handling public complaints.

~~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.~~

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 and such information will only be added to the agenda packet at the discretion of the superintendent after consultation with the board president.

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

POLICY 206.2
GERING PUBLIC SCHOOLS
GERING, NE

BOARD ASSOCIATION MEMBERSHIP

Participation in board member associations are beneficial to the board. The board shall maintain an active membership in the Nebraska Association of School Boards (NASB) and in organizations the board determines will be of benefit to the board and the school district.

The district shall publicly disclose the following on its website:

- a) Membership dues paid annually to any association or organization such as NASB; and
- b) Any fees other than membership dues paid to any individual lobbyist or lobbying firm.

Legal Reference: Neb. Statute 79-512

Cross Reference: 206.3 Board Member Development Opportunities

POLICY 402.3
GERING PUBLIC SCHOOLS
GERING, NE

EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

No employee may enter into any contract, agreement, or understanding on the district's behalf that may cause financial benefit to the employee, a member of the employee's immediate family, or a business with which the employee is associated, without prior full disclosure of the conflict to the board, and without prior approval by the board.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee or employee's spouse without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may require the employee to immediately cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the

- employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.
3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: NDE Rule 27.004.03F

Cross Reference: 202.02 Board Member Conflict of Interest
403.04 Gifts to Employees
403.06 Employee Outside Employment

Approved 03/15/2010

Reviewed 11/23/2015, 3/10/2022

Revised _____

POLICY 409.1
GERING PUBLIC SCHOOLS
GERING, NE

CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development. In consultation with the Superintendent, annual time requirements for staff training in areas such as concussion awareness, suicide awareness, dating violence prevention, and others shall utilize a reasonable length of time as determined and approved by the board.

~~NDE standards require school districts to conduct staff development sessions. Each teacher must participate in at least ten hours of staff development activities each year.~~

~~All certified employees permanently employed by the District shall provide evidence of professional growth every six years as provided by law.~~

~~The requirement stated in the Negotiated Agreement between employees in that certified collective bargaining unit, and the board regarding professional development of such employees shall be followed.~~

Legal Reference: NDE Rule 10
79-830

Cross Reference: 409.02 Certificated Employee Training, Workshops or
Conferences

Approved 03/15/2010

Reviewed 2/9/23

Revised _____

POLICY 502.2
GERING PUBLIC SCHOOLS
GERING, NE

NONRESIDENT STUDENTS/OPTION ENROLLMENT

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. ~~If the student has previously had an option enrollment accepted in any district, the application shall be rejected unless a statutory exception to this rule applies for that student. The option shall be available once during elementary school, once during middle or junior high school, and once during high school for a total of 3 times.~~

Applications: Application for option enrollment option shall be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident ~~district prior to the option district's consideration for acceptance.~~ school district, or if the student is an option student at the time of such application and applying to become an option student at a subsequent school district, a release approval from the option school district the student is attending at the time of such application.

When No Release Approval is Required: The application for option enrollment does not require a release from the resident district or the option school district the student is attending at the time of such application, and the receiving district the student is applying to attend has forty-five days to issue acceptance or rejection if:

1. After February 1 the student relocated to a different resident district, or
2. The student's option district merged with another district effective after February 1st and
3. The student's attendance would occur during the next immediate and subsequent school years.

~~For applications submitted by the March 15 deadline, written notification of approval or rejection of the application will be made before April 1 to the student's parent/guardian and the resident district.~~

Initial Decision for Acceptance or Rejection: The option school district the student is applying to attend shall provide the resident school district, and if applicable, the option school district the student is attending at the time of such application, with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after

submission. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the specific reasons for rejection including a description of services and accommodations required that the district does not have the capacity to provide, and the process for appealing the decision to the State Board of Education.

Attendance at Option District: In general, the option student shall attend the option district until graduation unless the student relocates in a different resident school district, transfers to a private or parochial school, or chooses to return to the resident school district, or options into a subsequent options school district, except that no student may use the enrollment option program other than as provided in state statutes. ~~The Board shall adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet applications submitted after the March 15 deadline. For those applications, the option district shall notify the parent/guardian, and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.~~

~~The board shall adopt a resolution and publish its specific standards for acceptance and rejection of applications as an option school prior to October 15 of each school year by state statute. These may include the capacity of a program, class, grade level, or school building or the capacity for the special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations.~~

Setting Standards for Acceptance or Rejection of an Option Request: Such standards shall not include the failure to meet the March 15 deadline. The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

~~An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.~~

The board shall adopt a resolution and publish its specific standards for acceptance and rejection of application as an option school prior to October 15 of each school year for the next school year. Standards will conform to those set forth by state statute. These may include the capacity of a program, class, grade level, or school building.

~~Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per pupil cost of the school district as computed by the superintendent.~~

The board shall also adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet the March 15 deadline.

~~The school board may admit a student who is a resident of another state but resides with a parent or guardian that is a Gering Public Schools employee. The school district will collect tuition for the student at a rate determined annually by the school board or the superintendent. Criteria for admittance of out-of-state students who reside with a Gering Public Schools employee follow the same standards and conditions of the option enrollment program.~~

Capacity for the district's special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations. The standards shall not include previous academic achievement, athletic or other extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceeding except as allowed by law.

Option Priorities: An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow the statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Acceptance of Rejection Procedures: The option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject previously accepted application prior to student's attendance.

If an application is rejected by the option school district or if the resident school district rejects a request for release, the rejecting school district shall provide written notification to the parent or guardian stating (a) the specific reasons for the rejections, including, for students with an individualized education program under the Individuals with Disabilities Education Act, or with a diagnosed disability as defined in section 79-1118.01, a description of services and accommodations required that the school district does not have the capacity to provide, and (b) the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

The parent or legal guardian may appeal a rejection to the State Board of Education by filing a written request, together with a copy of the rejection notice, with the State Board of Education. Such a request and copy of the notice must be received by the board within 30 days after the notification of the rejection was received by the parent or guardian. The hearing shall be held in accordance with the Administrative Procedure Act and shall determine whether the procedures of sections 79-234 to 79-241 have been followed. Any rejection based upon capacity limitations established under section 79-238 shall be the responsibility of the school district to prove in any appeal filed with the state.

Reporting to the Department of Education: The district shall provide to NDE required information relating to applications rejected by the option school district. Such information shall include, but not limited to (a) the number of applications rejected in each public school in such district (b) an explanation why each application was rejected, individualized education program under the Individuals with Disabilities Education Act, or had been identified as a student with a disability as defined in section 79-1118.01.

Nonresident Students: Nonresident students not going through option enrollment may also be admitted under a contract with the students resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per-pupil cost of the school district computed by the superintendent.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

Transportation: The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. All option students who qualify for free lunches are eligible for either free transportation or the reimbursement of transportation costs from the school district as provided by state statute. Students receiving special education services shall receive transportation services as provided in the student's Individualized Education Plan.

Legal Reference: Neb. Statute 79-215
 Neb. Statute 79-232 to 246
 NDE Rule 19.008

Cross Reference: 503 Student Attendance
 801 Transportation

Approved 05/17/2010 **Reviewed** 08/22/2016, 03/06/2017 **Revised** 09/19/2016, 7/12/

POLICY 502.3
GERING PUBLIC SCHOOLS
GERING, NE

ENTRANCE ADMISSIONS

Children in the school district community will be allowed to enroll in the school district's regular education program beginning at age five. The child must be age five on or prior to July 31st to participate in the school district's kindergarten program

The board shall require evidence of age and residency in the form of a birth certificate or other evidence before the student may enroll in the school district's education program. It shall be within the discretion of the superintendent to determine what is satisfactory evidence for proof of age.

Prior to enrollment, the child's parent/guardian must provide the administration with proof of a physical examination and immunizations as required by law and the respective policies of this district. Failure to provide this information shall be the reason for denying admission to the student under statute 79-217.

Preschool Enrollment

The district will develop and make available its guidelines for families wishing to enroll a child in the district's preschool program. If applications exceed the program's enrollment capacity, students will be admitted into the program according to the following priority:

1. Any students required by law to participate or required to be given a preference in the program.
2. Resident students who will become eligible to attend the kindergarten grade in the following year.
3. Resident students who are not otherwise yet eligible to enroll in kindergarten.
4. Non-resident students who are not yet eligible to enroll in kindergarten.
5. Resident students who will be required to attend kindergarten in the following year.

~~The parent/guardian of any child younger than six years of age prior to January 1st of the current school year who is enrolled may discontinue that enrollment according to procedures provided by the district.~~

Legal Reference: Neb. Statute 79-214 et seq.

Cross Reference: 503.01 Compulsory Attendance
508.01 Student Health and Immunization Checkups

Approved 02/2020/2012 Reviewed 12/23/2013, 03/06/2017 Revised 02/18/2013

POLICY 503.4
GERING PUBLIC SCHOOLS
GERING, NE

ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle those cases in which excessive unexcused absences are not due to mental or physical illness, and shall state the circumstances and number of other absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

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

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

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

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. ~~The plan shall consider, The plan shall include, if agreed by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social barriers are contributing factors to the lack of attendance. The plan shall also consider~~ but not be limited to:
 - (i) illness related to physical or behavioral health of the child;
 - (ii) educational counseling;
 - ~~(iii) educational evaluation;~~
 - ~~(iv) (iii)~~ referral to community agencies for economic services;

- (v) family or individual counseling; and
- (vi) assisting the family in working with other community services.

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

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

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

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

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

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

Approved 05/17/10 **Reviewed** 06/23/14, 03/27/17 **Revised** 10/15/12, 04/17/17

POLICY 504.3
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

The district will not substantially burden the right to a student's religious exercise unless that religious exercise is disruptive to, or interferes with the school learning environment, is detrimental to the health or safety of the student or another person, or violates the permission of staff.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior that interferes with the educational program, behavior that disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior that interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior that interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

Every report of alleged violation of student conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing student conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of student conduct policies.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportional to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook that specifically mentions the student code of conduct.

Legal Reference:	Goss v. Lopez, 419 U.S. 565 (1975). Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity in Education Act) 79-254 et seq. (Student Discipline Act)
Cross Reference:	503 Student Attendance 506 Student Activities 1005.02 Communication with Parents Student Handbook

Approved 05/17/2010

Reviewed 04/24/2017

Revised 05/15/2017

POLICY 504.6
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT APPEARANCE

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

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

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

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location on the school grounds or at any school function where the person is otherwise authorized to be as long as the tribal regalia does not interfere with the educational process and is not detrimental to the health or safety of the student to another person.

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

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

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

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

(NEW POLICY)
POLICY 607.10
GERING PUBLIC SCHOOLS
GERING, NE

CLASSROOM ENVIRONMENT

Classrooms are expected to be maintained in a safe, orderly manner at all times in keeping with providing an appropriate, healthy learning environment. Any items for display or use in the classroom shall meet this criterion. The use of essential oils or essential oil diffusers will not be permitted in district facilities by students, staff or visitors.

All items on display in the classroom such as posters, pictures, banners, charts, signs or flags must be related to the curriculum. Items unrelated to the curriculum or that may cause a disruption to the learning environment are prohibited. Staff members are expected to request the building principal's approval for display of items that may not meet this standard.

The district will display or use the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map in classrooms, although other types of maps are allowed in addition to it.

Approved _____ Reviewed _____ Revised _____

POLICY 611.2
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT PROMOTION, RETENTION OR ACCELERATION

Students will be promoted to the next grade level at the end of each school year based on the student's achievement, age, maturity, emotional stability, and social adjustment.

Students will normally progress annually from grade to grade. Exceptions may be made when, in the judgment of the teachers and the principal, such exceptions are in the best educational interest of the students involved. Exceptions will always be made after prior notification and explanation to the student's parents, but the final decision will rest with school authorities.

When it becomes apparent a secondary student will be unable to meet the minimum credit requirements for the year, both the student and parents will be informed. Students who cannot demonstrate proficiency at their grade levels will also be considered for retention. Teachers must notify the principal of these students, make a recommendation to the principal concerning their promotion or retention, and hold a conference with parents.

~~The principal may require remediation as a condition of promotion to the next grade level. Such remediation may include, but shall not necessarily be limited to, a mandatory summer school program focused on the areas of deficiency or other such alternatives conducted by the district outside of the regular school day.~~

~~The parents will be requested to indicate in writing their agreement or disagreement with the recommendation for retention. The final decision will rest with the school administration. Parents may request retention if they believe it to be in the best interest of their student. The principal will confer with the teachers and parents to determine appropriate action.~~

~~More than one retention during the elementary school years will receive special consideration and require the approval of the superintendent based on the recommendation of the principal, teacher and parent or guardian.~~

A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in fifth through twelfth grade may be retained due to excessive absenteeism.

Excessive absenteeism means that the student was absent fifty percent or more of the school year and included excused absences, unexcused absences, and absences due to suspension or expulsion. Absences due to approved school -related activities, such as field trips, competitions, athletic events, and testing, are not included.

Illness means that the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

A parent or guardian wishing to request their student repeat a grade shall meet with the superintendent or designee to discuss having the student repeat a grade. The parent or guardian shall provide evidence of academic needs, illness, or excessive absenteeism that would justify the student repeating the grade. At the meeting, the superintendent shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to the student. If the parent or guardian still intends their student to repeat a grade, they shall complete and submit the district's required form. If all other requirements of district policy and state statute are met, the district shall have the student repeat the grade for the next school year. The district shall file the form with the Nebraska Department of Education.

Students with exceptional talents may, with the permission of the principal and parents, take classes beyond their current grade level. Enrichment opportunities outside the school district may be allowed when they do not conflict with the school district's graduation requirements. Acceleration ahead in a grade level should be approached with caution and should only occur with the joint approval of the superintendent, the principal and the parent or guardian.

Legal Reference: Nebraska Statute 79-526

Approved 7/18/11

Reviewed 05/31/11,
3/25/19

Revised 4/15/19

POLICY 611.7
GERING PUBLIC SCHOOLS
GERING, NE

GRADUATION REQUIREMENTS

Students must successfully complete the courses required by the Board and Nebraska Department of Education in order to graduate.

It shall be the responsibility of the superintendent to ensure that students complete grades one through twelve and that high school students complete 250 credits prior to graduation. The following credits will be required:

Language Arts	40	credit hours
Science	30	credit hours
Mathematics	30	credit hours
Social Studies	30	credit hours
Physical Education	10	credit hours
Financial Literacy	5	credit hours
Total Required Hours	145 <u>110</u>	credit hours
Total Elective Hours	105	credit hours
Total Elective Hours	90	credit hours

Total Required Hours for Graduation 200 credit hours

Total Course Credits - (State of NE requires 200-80% must be core-Rule 10)

Each student must complete at least one, five-credit course in financial literacy or personal finance prior to graduation. The required courses of study will be reviewed by the Board annually.

Each student shall complete and submit a Free Application for Federal State Aid (FAFSA) prior to graduation unless the required opt-out form is submitted either: (1) the parent or legal guardian; (2) the Principal, if the Principal determines good cause exists for not requiring the student to complete the FAFSA; or (3) an emancipated student or a student of at least 19 years of age.

Graduation requirements for special education students will be in accordance with the prescribed course of study as described in their Individualized Education Program (IEP). Each student's IEP will include a statement of the projected date of graduation at least 18 months in advance of the projected date and the criteria to be used in determining whether graduation will occur. Prior to the special education student's graduation, the IEP team shall determine whether the graduation criteria have been met.

IDEA Considerations

POLICY 802.5
GERING PUBLIC SCHOOLS
GERING, NE

FREE OR REDUCED COST MEALS ELIGIBILITY AND MEAL CHARGES

The district shall comply with all state and federal laws applying to providing free and reduced meals under the National School Lunch Program, School Breakfast Program, and other related federal grant programs.

Free or Reduced Meals Eligibility

Families of students enrolled in the district who wish to qualify for free or reduced price meals may submit an application on or after July 1 for the current school year. If the financial situation of a household changes during the school year, they may submit a new application to become eligible. Applications are available at the Central Administrative Office of the school building.

Meal Charges

The written meal charge policy and guidelines shall be in place before the beginning of each school year, and parents shall be advised of the available payment systems and meal prices. The district will encourage pre-payment of meal balances, but the district must include a method for adding funds during the school day such as cash payments at the school office. A qualifying student with money to purchase a reduced price meal must be provided the meal; the district may not use that money for previously unpaid charges if the student intended to buy a meal that day. All balances remaining in accounts shall carry over to the next month. Balances of households qualifying for free or reduced meals with funds remaining in the account at the end of the school year shall receive a refund. The district shall attempt to contact the household of all students transferring out or graduating from the district to return any unused funds remaining in the student's account. The district may set varying meal charge guidelines for students of different grade levels including charges relating to alternate meals, ala carte items and limits on charges that a parent may set for a student's daily lunch expenditures.

The district must set written guidelines regarding the collection of delinquent meal charges such as the amount of delinquent meal charges which initiate an established collection process, providing notice to households of those students and carrying out appropriate follow-up. Unpaid meal charges are classified as "delinquent debt" and remain on the food service accounting documents until they are collected or written off as uncollectible.

The district will not use a debt collection agency to directly or indirectly collect, or attempt to collect, debts due or assessed to be owed on a school lunch or breakfast account of any student nor will it assess or collect any interest, fees, or other monetary penalties for outstanding debts on a school lunch or breakfast account of any student.

Guidelines must also cover how the district will handle situations where children eligible for reduced price meals do not have money in their accounts to cover the cost of their meal at the

time of service. Households must be notified of all payment methods used by the district, including any fees. At least one payment method must be free of charge. The district cannot solely require the use of an online payment system; another option must be available.

Confidentiality

The information provided by families on the free and reduced price application will be used only for determining eligibility for meal or milk benefits and verification of eligibility. Only staff members and organizations carrying out the activities of the School Lunch Act shall have access to this information.

The district should use methods of lunch payment systems such as pre-payment to avoid openly identifying children who qualify for free or reduced meals. Meal cards, tickets, tokens or other methods of payment must not be coded or colored to identify such status.

Policy Communication

This policy will be provided in writing to all households at the start of each school year and to households that transfer to the district during the school year.

This policy will also be provided annually to all district staff responsible for enforcing the policy including food service professionals. Staff members such as counselors, school nurses, homeless liaisons, and others assisting students in need should also be informed of the policy.

The district will maintain documentation of the annual distribution of this policy.

Legal Reference: 42 U.S.C. §§ 1751 et seq.
7 C.F.R. §§ 210 et seq.
USDA Unpaid Meal Charges, SP 46-2016, 47-2016 and 57-2016.

Cross Reference: 504.19 Student Fees

Legal Reference: 42 U.S.C. §§ 1751 et seq. (1994).

Cross Reference: 504.19 Student Fees

Approved 01/19/04 Reviewed Revised 1/21/13,
12/17/12, 4/27/20 7/19/17, 5/18/20

POLICY 1003
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS

Public records of the school district may be viewed by the public during the regular business hours of the administration offices of the school district. These hours are 9:00 A.M. to 4:00 P.M. Monday through Friday, except for holidays and recesses.

Records defined by law as confidential records shall be viewed or copied upon receipt of written permission by the administration office from the person or entity whose confidential records are being requested. Lacking such permission, the superintendent will issue a written denial of the request.

Persons wishing to view the school district's public records shall contact the central administration office and make arrangements for the viewing. The Board secretary will make arrangements for viewing the records as soon as practicable, and within four (4) business days if possible.

Persons Nebraska Residents wanting copies shall submit a written request and may be assessed a fee for the copies not to exceed the actual costs. If responding to the estimated request is expected to cost of the records exceeds more than \$50.00 or require more than eight cumulative hours of searching, identifying, physically redacting, or copying, the office ~~will~~ may obtain an advance deposit equal to the estimated cost. Records will not be made available in any form in which that record is not already maintained or produced. Persons making requests to use their own copying equipment must make arrangements satisfactory to the administration office.

Nonresidents shall submit a written request and may be charged fees including public employee salaries and attorneys' fees allowed by state law.

It shall be the responsibility of the Board secretary to maintain accurate and current records of the school district. It shall be the responsibility of the Board secretary to respond in a timely manner to requests for viewing and receiving public information of the school district. If the secretary is unable to provide the requested records within four (4) business days, the secretary will issue a written explanation with a revised date for completion, an estimate of cost, and allow the requester to modify or prioritize the information request.

Legal Reference: Nebraska Statutes 84-712.0 et seq.

Cross Reference: 507.01 Student Records Access

Approved 2/16/04

Reviewed 1/19/04

Revised

POLICY 204.12
GERING PUBLIC SCHOOLS
GERING, NE

PUBLIC PARTICIPATION IN BOARD MEETINGS

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

Instructions for members of the public who wish to speak:

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

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

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

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

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

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

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

Legal Reference: Nebraska Statute 84-1408 to 1414

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

Approved 01/20/2003

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

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

INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER

2024-2025

The parties to this Agreement are the City of Gering, Nebraska, A Municipal Corporation, hereinafter referred to as "**CITY**", and the **Gering Public Schools**, Scotts Bluff County School District #16, hereinafter referred to as "**SCHOOL**," who agree to provide the services of a School Resource Officer, hereinafter referred to as "**SRO**," for the **Gering Public Schools**.

WHEREAS, the **CITY** and **SCHOOL** have each committed funds to pay the costs of assigning two **SROs** at the **SCHOOL**; and,

WHEREAS, the purpose of the **SRO** Program is to have police patrol, investigation, traffic regulation, and law enforcement activities conducted specifically in the school environment and on school premises, and to have the **SROs** work directly in the school system to develop and instruct law enforcement related educational curricula, and to assist with enforcement of district regulations pertaining to students;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **CITY** and **SCHOOL** agree as follows:

1. **Goals and Objectives** - The **SCHOOL** and **CITY** officials share the following goals and objectives with regard to the **SRO** Program in the **SCHOOLS**:
 - 1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To encourage the **SROs** to attend extra-curricular activities held at **SCHOOLS**, when possible, such as parent meetings involving students who have violated the law, athletic events, school dances, and concerts;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: security threats; terrorist activity; disorderly conduct; the possession and use of weapons on campus; the illegal possession, sale and/or distribution of controlled substances; and riots;
 - 1.4 To report crimes and to cooperate with law enforcement officials, and other criminal justice agencies, in their investigations that occur at school and school related activities, both on and off campus;
 - 1.5 To encourage **SROs** to provide traffic control at **SCHOOLS** when deemed necessary for the safety and protection of students and the general public when the regular patrol officer/deputy is not available; and
 - 1.6 To promote respect for law enforcement officers, the **City** shall require the **SROs** to abide by the **SCHOOL'S** policies and guidelines and conduct him/herself in a professional manner. However, in the event the **SCHOOL'S** policies and guidelines conflict with the **CITY'S** regarding the duties of an officer, the **CITY'S** policies and guidelines shall take precedence.

2. **Term and Cost Share-** CITY and SCHOOL agree to fully fund for one (1) year, beginning in August 1, 2024 the costs of the School Resource Officers. The SCHOOL shall pay an amount equal to fifty percent (50%) and the CITY shall pay an amount equal to fifty percent (50%) of the costs, which are defined as the 10-month salary and fringe benefits including pension, FICA, disability, health & life insurance for two full-time SROs working forty (40) hours per week during the school term. CITY will bill SCHOOL quarterly for SCHOOL'S share of the payments due hereunder, and SCHOOL shall pay such bills within thirty (30) days after the bills are received.
3. **Overtime** - If the SCHOOL requests or requires the SROs to work overtime, SCHOOL shall be billed the overtime worked, at the then existing salary and benefit rate. SCHOOL will be billed the overtime hours on a quarterly basis, and payment will be due from SCHOOL to CITY within thirty (30) days after receipt of said billing.
4. **SRO Selection** - CITY will provide two certified Nebraska Police Officer to act as SROs during the term of this agreement. The SROs shall be selected by the CITY, in cooperation with the Gering Public School Administration.

Nondiscrimination: Both parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. State §48-1122, they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin or similarly protected statues of the employee or applicant. Neither of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

5. **Change in Assignment of SRO** - The CITY and SCHOOL acknowledge that specific skills, experience, and expertise are important elements to the success of this program. In the event that the current SRO is unable to perform his/her duties hereunder, due to illness, injury, relocation, career change or other extenuating circumstances, the CITY shall identify a successor to perform the duties set out in this Agreement, in cooperation with the SCHOOL, within a reasonable time frame, subject to availability of a certifiably trained SRO or another officer comparably trained. The SCHOOL'S financial obligations shall cease until a suitable replacement is selected and assigned. Training of a successor SRO shall be the responsibility of CITY.
6. **Evaluations** - The CITY and Gering School Officials shall enter into good-faith discussions to evaluate the SROs and affiliated programs on a regular basis, no less than twice during each school term. The goal of the evaluation is to ensure that the SROs and School Resource Program are meeting the stated goals and objectives of the SCHOOL and the CITY. The CITY and SCHOOL shall coordinate efforts to conduct evaluations on employee's appraisal as established by City policy and at the completion of the first semester of each school year.

7. ***Agreement Renewal*** - This Agreement shall renew automatically for each successive contract year unless it is determined, after good-faith evaluations have been performed, that the **SROs** and/or School Resource Program are not satisfactorily meeting the stated goals and objectives of the program. Any intention to not renew the contract must be mutually agreed upon by the **CITY** and **SCHOOL** no later than April 15 of said school year. Either party may elect not to renew the contract so long as that intention not to renew is conveyed to the other party to this contract prior to April 15 of said school year.
8. ***Supplies and Equipment*** - The **CITY** shall provide the **SROs** with standard police patrol vehicles and will maintain the vehicles, including all expenses associated with the operation of the vehicle and insurance. The **CITY** shall also provide the **SRO** with uniforms, equipment, weapons, cellular phone and other law enforcement related items to conduct the job tasks described in this Agreement and in the job description and standards provided for the **SROs** position by the **CITY**. The **SCHOOL** agrees to provide the **SROs** with the usual and customary office supplies and forms required in the performance of his duties, a private office within the school accessible to the students, a computer, printer, fax machine.
9. ***SRO Duties-The*** duties of the **SRO** shall be as follows:
 - 9.1. Abide by the professional rules of conduct of a certified law enforcement officer;
 - 9.2. Act as a resource to prevent delinquency and truancy;
 - 9.3. Respond to students' questions, and conduct Prevention Education, for grades Pre-K-12 students and provide programs such as bicycle/traffic/pedestrian safety, and assist with other programs of instruction as deemed pertinent by the district.
 - 9.4. Explain the law enforcement's role in society to students;
 - 9.5. Demonstrate the concern of the **CITY** for youth;
 - 9.6. Provide safety and security for the school campuses, functions and activities;
 - 9.7. Reduce truancy by enhancing a positive learning environment;
 - 9.8. Create good will and increase the understanding of law enforcement;
 - 9.9. Strengthen student and law enforcement relationships;
 - 9.10. Provide a forum where law enforcement, students, parents and faculty become acquainted and earn mutual respect;
 - 9.11. Open lines of communication between public agencies and youth in the community;
 - 9.12. Develop and instruct **Gering Public Schools** and/or parents in regards to: online safety, bullying, cyber bullying, etc.;
 - 9.13. Enforce federal, state and local criminal laws and ordinances, and assist school officials with the enforcement of district policies and administrative regulations regarding student conduct;
 - 9.14. Investigate and report data of all events, criminal activity committed on or adjacent to school property, and at school functions;
 - 9.15. Provide consultation to students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee, or by the parents of a student;

- 9.16. Provide traffic control and enforcement during the arrival and departure of students on an as needed basis;
 - 9.17. Attend home visits with administrators;
 - 9.18. Participation in the Safety/Crisis Committee;
 - 9.19. Review School Safety and security plans yearly; and
 - 9.20. May provide periodic written reports to the **Gering Public Schools, Board of Education** and the **CITY** as needed.
10. ***SRO Scheduling*** - The **SRO** will schedule their time amongst all attendance centers within the school district as needs demand, and in coordination with the appropriate School Principal. During the school year, the **SRO** will work on all scheduled school days, Monday through Friday with adjustments as required for special school functions and activities as needed to equal 40 hours in one calendar week. Special assignments and time off will be approved by the **CITY** and the **SCHOOL**. On school days falling on a **CITY** recognized holiday the **SRO** may take the day off provided it is approved by the appropriate building principal prior to the holiday, however if **SRO** needs to be in the building on a **CITY** recognized holiday, they will be given the ability to use that holiday day off on a following staff development day as recognized by the **SCHOOLS**.
11. ***SRO Supervision*** - The **SRO** shall be an employee of the **CITY** at all times and for all purposes. The **CITY** shall be directly responsible for all employee costs, except as otherwise set forth herein. The supervision of the **SROs** shall be by the **CITY** with direct input from the responsible Gering High School or Middle School Principal. Day to day school responsibility and schedule are under the supervision/direction of the appropriate Principal who creates schedules and guideline for all school district buildings. During any school crisis the **SRO** shall immediately contact the Chief of Police and Superintendent of Schools.
12. ***Insurance*** - **CITY** shall provide all insurance for the **SROs** and the officer's activity with regard to this Agreement. This Agreement does not establish any partnership, joint venture, or any type of legal association between the parties, but is to be construed as an inter-local agreement between the parties.
13. ***Hold Harmless*** -The **SCHOOL** shall defend, indemnify and hold the **CITY** and its elected and appointed officials, officers, employees and agents, harmless from and against any and all causes of action, claims, costs, losses or liabilities for personal injury or property damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of either the **SCHOOL** or the **CITY**.

The **CITY** shall defend, indemnify and hold the **SCHOOL** and its elected and appointed officials, officers, employees and agents, harmless from and against any and all causes of action, claims, costs, losses or liabilities for personal injury or property damage, which may arise from the activities under this Agreement, whether due to the negligent or intentional actions of either the **SCHOOL** or the **CITY**.

14. ***Entire Agreement, Severability*** - This Agreement, which includes the above recitals, constitutes the entire agreement between the parties and may be amended only by a written document signed by the representatives of the legislative bodies of each of the parties. If any portion of this Agreement is deemed to be unenforceable or against public policy, it shall not affect the remaining portions of this Agreement.
15. ***Controlling Law***-The terms of this Agreement shall be interpreted and enforced under the laws of the State of Nebraska as may exist from time to time during the term hereof.
16. ***Default, Remedies***. - Time is of the essence in performance of this Agreement. In the event of default by either party, the other party may pursue any right or remedy available to them at law or in equity for the enforcement and/or termination of this Agreement, and the ascertainment and collection of damages, including the right of specific performance.
17. ***Training, testing*** - The SROs will be subject to current procedures in effect for CITY employees including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification take place throughout the year and will necessitate the absence of the SROs from the School.
18. ***Training Records Sharing***- The CITY will provide the GPS administration with a photocopy of the SRO's yearly training Form #TC-916 at the end of the calendar year so that the school has a record of the officer's training from the previous year. Those forms will be also be retained by the CITY as per state statute.
19. ***Law enforcement action*** - the SROs shall not act as a school disciplinarian. However, if the school principal believes an incident is a violation of the law, the principal may contact the SROs and the SROs shall then determine whether law enforcement action is appropriate.

Confidential Information and FERPA - Student "educational records" maintained by the School District are confidential information, governed and protected by the federal law known as the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), as amended, and its related regulations promulgated by the Department of Education, found at 34CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA". For purposes of this FERPA, the SROs is designated as a school official and as its law enforcement unit. The SROs are authorized by the school district to (1) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the school district itself, or (2) maintain the physical security and safety of the school district. The CITY and the SROs agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The parties further acknowledge that the School District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that the CITY and its

agents are subject to such policies and guidelines and will comply with same. The School District shall provide a copy of these policies and guidelines to the SROs and the CITY.

20. **Record Requests** -The CITY and the SCHOOL are subject to the State's public record laws, found at NEB. REV. STAT. § 84-712 *et seq.* The parties understand that the terms of this Agreement require them to cooperate with respect to numerous records, in many formats, for purposes of fulfilling their respective obligations. In the event either party receives a public record request seeking records or information which is or may be covered by this Agreement, the parties agree to provide notice to each other as soon as reasonably possible in order to discuss the disclosure requirements under those laws. The party receiving the request will have the ultimate decision-making authority on whether the records are disclosed, provided the other party has not elected to seek a judicial determination that such disclosure is not required.
21. **Administration** - The SCHOOL's superintendent and the CITY's Chief of Police ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, with the approval from the governing boards of each of the Parties, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.
22. **Inspection of City's Records** - The CITY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the SCHOOL under this Agreement. All CITY records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the SCHOOL's agent or its authorized representative to permit the SCHOOL to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by the CITY pursuant to this Agreement.
23. **Body-Worn Cameras (BWCs)** - All parties agree that any use of BWCs by SROs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. Every SRO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SROs shall adhere to the objectives and procedures outlined in this Agreement and the CITY's general operations orders or similar policies or procedures when they utilize BWCs. The CITY may, if not otherwise prohibited by law, provide to the SCHOOL copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the SCHOOL, as a law enforcement record. In the event that the CITY receives advice that providing a copy of such videos is prohibited, the CITY agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the SCHOOL, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of CITY's SROs may be considered law enforcement records under the Family Educational Rights and

Any copy of such film or video, if permitted by law to be provided to the **SCHOOL**, may become an educational record of the District. The **CITY's** officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of **SCHOOL** policy and state and federal law.

24. **No Separate Legal Entity**-This Agreement does not establish a separate legal or joint entity.
25. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property**-The Parties' will not be jointly acquiring, holding, or disposing of real property under this Agreement. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all Parties. The Parties shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.
26. **Financing and Budgeting** - This Agreement and the matters contemplated herein do not require joint financing, nor shall a joint budget be required. Each party will budget separately to pay the costs and expenses that will be incurred to fulfill its obligations under this Agreement. For planning and budgeting purposes, the **CITY** shall provide to the **SCHOOL's** Superintendent the estimated cost of the **SRO** no later than May 1st of each year. The **CITY** will confirm to the **SCHOOL's** Superintendent the actual cost of the **SRO** for the following school year prior to July 1st.
27. **Expenses** - Except as otherwise provided herein, each party shall be responsible for its own expenses related to this Agreement.
28. **Taxes** - This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.
29. **Employment Eligibility Verification** - The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
30. **Termination** - Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written

notice of the same. Any joint funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases.

31. ***Appropriation of Funds*** - The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by the **SCHOOL's** Board of Education and the **CITY's** City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the parties may terminate this Agreement.
32. ***No Third-Party Beneficiaries*** - This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
33. ***Reservation of Rights*** - Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

This Agreement was signed by each party on the date shown in the following acknowledgements.

CITY OF GERING, NEBRASKA
A Municipal Corporation

GERING PUBLIC SCHOOLS
Scotts Bluff County School District #16

By _____
Kent Ewing, Mayor
City of Gering

By _____
Brian Copsey, President
Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Interlocal Agreement for School Resource Officer was acknowledged and signed before me by Kent Ewing, Mayor of the City of Gering, Nebraska on this _____ day of _____, 2024.

NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Interlocal Agreement for School Resource Officer was acknowledged and signed before me by _____, President of the Scotts Bluff County School District 16 Board of education, on this _____ day of _____, 2024.



Memo

To: Dr. Nicole Regan and Board of Education
From: Stacy Rodriguez, Director of Finance
Date: July 8, 2024
Re: Classified Salary Increases

As a result of the salary study we have conducted over several months for classified salaries, we are proposing a 9% increase on the base wage for all paraprofessionals. This recommendation is due to the competitive market and impact of rising inflation costs. The paraprofessional job category was the only category determined to be outside of competitive wages within the surrounding areas. The remaining classified salaries such as secretaries, maintenance, and custodial staff were found to be within the competitive range. We recommend providing a 2.4% increase to all other (non-paraprofessional) classified categories in alignment with the 2.4% increase recently approved by the Board of Education for the certified and administrative categories. Our goal is to remain competitive in the region and provide a wage to address the rising cost of living. This will not increase the budget, due to some positions not being filled for the 24-25 school year. Based on the information collected, we propose the following classified salary increases outlined below for paraprofessionals a comparison from the 23-24 school year to the 24-25 school year proposal:

2023-2024		2024-2025	
Para I	Para II	Para I	Para II
\$12.73	\$13.49	\$13.88	\$14.90

Classifications

Para I General Instruction, Media, Title I Paras, Transportation
Special Education, Preschool (EX: M-Class Flex Funding, Resource Para)

Para II Severe/Profound Special Education, Alternative Education Program (EX: DAWGS, Learning Labs)



Memo

To: Dr. Nicole Regan and Board of Education
From: Stacy Rodriguez, Director of Finance
Date: July 8, 2024
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As a result of the salary study we have conducted over several months for classified salaries, we are proposing a 9% increase on the base wage for all paraprofessionals. This recommendation is due to the competitive market and impact of rising inflation costs. The paraprofessional job category was the only category determined to be outside of competitive wages within the surrounding areas. The remaining classified salaries such as secretaries, maintenance, and custodial staff were found to be within the competitive range. We recommend providing a 2.4% increase to all other (non-paraprofessional) classified categories in alignment with the 2.4% increase recently approved by the Board of Education for the certified and administrative categories. Our goal is to remain competitive in the region and provide a wage to address the rising cost of living. This will not increase the budget, due to some positions not being filled for the 24-25 school year. Based on the information collected, we propose the following classified salary increases outlined below for paraprofessionals a comparison from the 23-24 school year to the 24-25 school year proposal:

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