Regular Board of Education Meeting
Monday, February 9, 2026 6:00 PM

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

Minutes

1. **GPS Board of Education Information**
   Absent: John Maser, **Present:** Bryan Barrett, Matt Kautz, Josh Lacy, Greg Trautman, Tracy Wiese.
2. **Opening Procedures**

   2.1. Call to Order

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

   2.2. Roll Call

   2.3. Pledge of Allegiance

   2.4. Open Meetings Act

3. **Consent Agenda**

   3.1. Minutes from the previous month's board meeting

   3.2. Approval of Claims/Bills
   Fund Amount
   01 General $321,969.20
   03 Employee $209.00
   05 Activity $40,375.29
   06 School Nutrition $230,840.37
   08 Special Building $7,783.80
   Fund Totals: $601,177.66

   3.3. Board Policy Adoption

   3.3.i. First Reading of Board Policies

   3.3.ii. Second Reading of Board Policies

   3.4. Personnel Items

   3.4.i. Certified Staff Contract(s) Jj Behrens - Activities Director
   D'Angelo Murillo - Director of Maintenance

Gaby Valverde - Lincoln Elementary, R.N.
Avery Clason - GHS, ELA Teacher

4. **Celebration of Excellence**

4.1. Geil Elementary - Angela Morris

- Angela Morris presented to the Board on the district's Multi-Tiered System of Supports (MTSS). She explained that MTSS is designed to support both academic and behavioral growth for all students.
- Audrey Charbonneau, fourth-grade teacher, then shared what MTSS looks like from a classroom perspective. She described the classroom teacher's responsibility for Tier 1 instruction and for establishing clear classroom expectations. Teachers continuously assess student understanding by asking questions such as whether students comprehend the material, need additional time, require re-teaching, or would benefit from more hands-on instruction. While the goal is for 100% of students to understand the material, approximately 80% typically do so through Tier 1 instruction.
- Ms. Charbonneau explained that the remaining 20% of students receive additional support during WIN (What I Need) time. WIN time consists of data-driven interventions tailored to student needs and may also be used to pre-teach or extend content for students who are already excelling.
- Jennifer Bohnsack, Title I teacher, then presented on her role in the MTSS process. She is responsible for Tier 2 instruction and provides targeted interventions, primarily in reading and math, for students needing additional support. She also collaborates with special education teachers and paraprofessionals during WIN time.
- Matt Janecek, school counselor, presented on the next steps for students requiring further support through the Student Assistance Team (SAT) process. He explained that the team includes the classroom teacher, counselor, principal, special education teacher, and school psychologist. Mr. Janecek contacts families and works to maintain positive relationships throughout the process. The team meets every four to six weeks to review data, discuss student strengths and areas for academic improvement, and monitor progress. These data-driven meetings result in specific action plans targeting identified skill gaps.
- Ms. Morris concluded the presentation by emphasizing the importance of providing "the right support, at the right time, in the right way."

5. **Reports & Discussions**

5.1. Board Committee Report: Curriculum & Personnel

Tracy Wiese presented to the Board. She reported that there are no retirements at this time and that the district has hired an Athletic Director and a Director of Maintenance. She shared that the district has applied for a preschool grant for the upcoming school year. Enrollment is trending high for both preschool and kindergarten. She also noted that third-quarter perceptual surveys will be distributed soon to students in grades 3-12, as well as to parents and staff. Additionally, the district has received an Academic Literacy grant, which will allow teachers to enroll in a reading course to further develop instructional skills.

5.2. Board Committee Report: Business & Facilities

Josh Lacy presented to the Board. He reported that demolition in the auditorium has been completed and that the HVAC units have shipped. He shared that the district has received positive feedback from the City regarding the track

project. Bids for the project are due on February 12. He also noted that the middle school continues to require multiple repairs. The district will be soliciting bids for a new camera security system, with plans to upgrade security systems across all district buildings.

6. **Public Comments: 204.12**

Brett Moser addressed the board on behalf of GEA and thanked the board for a smooth process.

7. **Action Items**

7.1. Discuss, consider, and take action regarding the GEA 2026-2028 school year negotiations.

8. **Board Comments**

Greg Trautman - Thanks to Geil for their presentation. We're moving in the right direction, still moving forward. We're here for students, and we have a great team at Central Office and Admin in all buildings!

Bryan Barrett - Thanks to Geil! Not all students learn the same, so it's good to see a plan in place for those that need it. Glad to see two-year negotiations passed! Leadership in buildings is strong!

Tracy Wiese - Love the momentum Gering has right now. Negotiations were a good process this year.

Josh Lacy - 2 year negotiation deal is great! Thanks to Geil! Love to see all the ins and outs of student learning. Feels confident in our future.

Matt Kautz - Thanks to Geil! Thanks to all GMS admin are doing! Leadership makes a difference.

8.1. Tentative Upcoming Board Meeting/Event Dates

9. **Adjourn**

The meeting was adjourned at 6:47 p.m.

Regular Board of Education Meeting
Monday, January 12, 2026 6:00 PM

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

Minutes

1. GPS Board of Education Information
Absent: Matt Kautz, Josh Lacy, **Present:** Bryan Barrett, John Maser, Greg Trautman, Tracy Wiese.

2. Opening Procedures

2.1. Call to Order by Dr. Nicole Regan, Superintendent
The meeting was called to order by superintendent, Dr. Nicole Regan, at 6:00 pm.

2.2. Roll Call

2.3. Pledge of Allegiance

2.4. Open Meetings Act

3. Board Organizational Meeting

3.1. Election of School Board President
Greg Trautman had 4 votes (unanimous) to continue as School Board President.

4. Convene the Board of Education to Order

4.1. Election of School Board Vice President
Tracy Wiese had 4 votes (unanimous) to continue as School Board Vice President.

4.2. Dissemination of Ethics/Accountability & Disclosure statutes and Board Member Code of Ethics (Policy# 202.1).

5. Consent Agenda
A motion to approve the Consent Agenda was presented by John Maser, seconded by Tracy Wiese. After voting, motion Passed.
Matt Kautz: Absent, Josh Lacy: Absent, Bryan Barrett: Yea, John Maser: Yea, Greg Trautman: Yea, Tracy Wiese: Yea

5.1. Consent Appointments and Designations

5.1.i. American Civics, Curriculum & Personnel Committee (Facilitators, Dr. Regan & Kory Knight) Greg Trautman, Tracy Wiese, & John Maser

5.1.ii. Finance & Facilities Committee (Facilitator, Stacy Rodriguez): Bryan Barrett, Matt Kautz and Josh Lacy

5.1.iii. Board Secretary: Audrey Nightingale, Administrative Assistant to the Superintendent

5.1.iv. Board Treasurer: Stacy Rodriguez, Director of Finance & Facilities

5.1.v. Appoint Superintendent Dr. Nicole Regan as the Authorized Representative to secure funds for Gering Public Schools.

5.1.vi. Federal Authorized Representative: Dr. Nicole A. Regan, Superintendent of Schools

5.1.vii. Depository for Funds:

1. Platte Valley Bank
2. Riverstone Bank
3. BOK Financial Services
4. Computer Share

5.1.viii. School Physician: Regional West Physicians Clinic

5.1.ix. Designation of Legal Council:

1. KSB School Law
2. Perry Law Firm

5.1.x. Designation of District Newspaper of Record: Star Herald

5.1.xi. Designation of ADA Compliance Officer: Julie Siebke, Director of Student Services

5.1.xii. Designation of Title IX Officer: Dr. Nicole Regan, Superintendent of Schools

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

5.3. Approval of Claims/Bills
Fund Amount
01 General $718,796.34
03 Employee $104.50
05 Activity $74,738.00
06 Nutrition $2,182.16
07 Bond $700.00
08 Special Building $861.25
09 QCPUF $6,825.00
Fund Totals: $804,207.25

5.4. Board Policy Adoption

5.4.i. First Reading of Board Policies

5.4.ii. Second Reading of Board Policies

5.5. Personnel Items

5.5.i. Certified Staff Contract(s)

5.5.ii. Certified Staff Resignation(s)
Alexandria Gustafson - GHS, ELA Teacher
Talera Kinsey - GHS, Math Teacher
Nancie Riesen - GHS, ELA Teacher

6. Celebration of Excellence

6.1. Presentation Recognition Month - Dr. Nicole Regan

Dr. Regan presented to the Board of Education, followed by each building principal. In recognition of their service, each school dedicated a book in their library to a Board member, with the book's theme reflecting a personal quality or interest of that Board member. A simple, yet meaningful way to recognize the time and volunteer efforts our Board contributes on behalf of students.

6.2. Northfield Elementary - Wendee Powell

Northfield Elementary presented to the board.

- Micheal Macias, EL coordinator for the district, spoke on behalf of his new position. He serves over 40 students, Kinder-11th grade, and helps with language and literacy. He has seen significant growth over the first semester with literacy placement and oral vocabulary. He uses the programs Language & Literacy, Ellie, and Language Tree to assist in his teachings.
- Tony Simonsen, the school counselor, touched on what Northfield has been doing to help with Family Engagement Nights. They have a family move night at the Midwest Theater and started a "Deck the Halls" night in December. They had over 300 in attendance and it was a huge success. They are discussing having future events and trying to meet parents where they are!
- Wendee Powell, building principal, shared with the board. Her main focus was providing a positive space for kids. They have implemented emotional check-ins for kids and have created an Emotional Regulation room. They have a calming/sensory space for kids who just need to take a minute in the quiet before heading into class. The kids always have 1 on 1 support, and everything is being monitored. Sometimes the kids play a quick game, read, color, or even work on a class assignment. This has significantly helped with office referrals and behavior issues in the classrooms.

6.3. YMCA Presentation - Conrad Bostron & Trinity Burgner

Conrad Bostron and Trinity Burgner presented to the Board of Education. Conrad spoke about the outstanding partnership Gering, and the YMCA have created over the last 8 years and the great success of our childcare partnership and Seacats swing team. He presented statistics about the reach and impact of the partnership and YMCA and asked the board to consider an investment in their annual campaign to continue the growth and reach of that impact.

6.4. CLA Annual Audit - Molly Quinn

Molly Quinn presented to the Board. She went over the annual audit that is conducted yearly. Their responsibility is to give reasonable assurance and check internal controls. We received a clean opinion, which is the highest rating we can receive. The audit was also completed on time.

7. Reports & Discussions

7.1. Board Committee Report: Curriculum & Personnel

John presented the committee report and gave an update on the current vacancy status. He outlined that the committee did a deep dive into the evaluation process and tools, and that the feedback is key. He complimented building principals on the philosophy of using evaluations to build trust and communication in their schools. The committee also heard an update on the progress being made with English Learners and talked about the priority and work around secondary chronic absenteeism.

7.2. Board Committee Report: Business & Facilities

Bryann Barrett presented to the board. He discussed our cash flow and that we are in our lean months from what revenue comes from the State. He gave an auditorium update. Air handlers should be here in March and the sound booth and other things are being updated to make it ADA accessible. He also gave an update on the track and hoping for a design soon! They are also hoping that this track will be able to host completions! He then went on to discuss more issues at the middle school. There is a crack in the building that needs major repair as well as a leaking roof that Twin City Roofing is looking at too. We will also need to update our IT server hardware at the end of April, and we are exploring details on paying off the high school bond early. Lastly, he gave an update on our busing, and we are working on reliability in the district.

7.3. Superintendent's Report

Dr. Regan outlined the exceptional, voluntary contributions of time and talents that our School Board members share with our school district. She outlined how President Trautman had been in committee meetings 3 of 5 days last week as an example. She outlined how much of the work remains unseen by the general public, but the leadership is so important to the health and progress of our district. She again thanked them on behalf of the students, staff and community.

Restated the progress with facilities including the auditorium, Northfield roof and track and the infrastructure investment in IT security. The Gering Middle School continues to crop new issues and additional foundation settlement and roofing issues, the need remains.

8. Public Comments: 204.12

Robert Rahmig addressed the board to provide an update on the activities of Gering FFA.

9. Action Items

9.1. Discuss, consider, and take action regarding the approval of the $5,000 contribution to the YMCA of Scottsbluff County for the 2025-26 school year.

A motion to approve the $5,000 contribution to the YMCA of Scotts Bluff County for the 2025-26 school year was presented by Tracy Wiese, seconded by Bryan Barrett. After voting, motion Passed.
Matt Kautz: Absent, Josh Lacy: Absent, Bryan Barrett: Yea, John Maser: Yea, Greg Trautman: Yea, Tracy Wiese: Yea

10. Board Comments

Greg Trautman - Thanks to Northfield and to admin and staff for all you do!
Bryan Barrett - Thanks to Tony and Wendee for the family engagement nights! Loving the SEL happening over at Northfield. Big shout out to the YMCA and our swim team.
Tracy Wiese - Thanks to Wendee! Thanks to Micheal for taking care of our EL kids! Love partnering with YMCA. Thanks to Robert for your comments regarding FFA. Hoping to move forward with the middle school so we have a better faculty for our kids!
John Maser - Thanks to all admin and teachers, there is so much work that goes into everything you do! Thanks to Northfield for their presentation. Thanks to all these other board members for their commitment to GPS.

10.1. Tentative Upcoming Board Meeting/Event Dates

11. Adjourn

The meeting was adjourned at 7:24 p.m.

January Check Listing

Payee Name	Amount	Fund
Jon Hutchison	$1,240.75	1
City Of Gering	$43,416.16	1
Menards	$1,216.14	1
Menards	$1,950.17	1
Western Ne Community College	$1,325.00	1
Hometown Leasing	$12,150.28	1
Ace Hardware	$898.31	1
Allo Communications	$323.90	1
ArbiterSports LLC	$684.25	1
Benzel Pest Control	$265.00	1
Blick Art Materials	$281.12	1
Bluffs Physical Therapy	$6,430.12	1
Chadron State College Music Secretary M	$220.00	1
City of Gering: LANDFILL	$32.52	1
Clemens Carpet	$1,839.72	1
Column Software, PBC	$15.82	1
Connell, Jamie	$23.73	1
Contractors Materials	$120.20	1
Courtyard Lincoln Downtown/Haymarket	$1,043.00	1
Crossroads Music	$526.64	1
Culligan Of Scottsbluff	$15.00	1
Das State Accounting - Central Finance	$317.87	1
Dennis Supply Company	$1,920.00	1
Domino'S Pizza	$181.47	1
Eakes Office Solutions	$6,757.72	1
Embassy Suites Lincoln	$995.00	1
Emily Rose	$32.76	1
ESU13	$64,613.24	1
FBG Service Corporation	$1,734.00	1

First Student, Inc.	$72,983.90	1
Follett Content Solutions LLC	$1,281.50	1
Frank Parts Company	$243.71	1
Fresh Foods Inc.	$109.98	1
Hotel 21 & Co.	$130.00	1
Ideal Linen	$10.11	1
Judith Amoo	$250.00	1
Kiana Baldwin	$40.04	1
Legacy Cooperative	$78.00	1
Main Street Appliance	$1,450.00	1
McGraw Hill LLC	$2,414.18	1
Menards	$4,932.13	1
Moravek, Michael	$129.43	1
Northwest Pipe Fittings, Inc.	$2,577.81	1
O'Reilly Auto Parts	$198.73	1
OneSource	$180.00	1
Pearson	$54.60	1
Praise Windows, Inc.	$1,280.00	1
Print Broker	$950.94	1
Pye-Barker	$4,220.50	1
RAKA Rentals	$1,725.50	1
Rebecca Chavez	$29.40	1
Regional West Medical Center	$1,587.00	1
Sheridan Widhelm	$28.07	1
Sherwin-Williams Company	$719.02	1
Sparq Data Solutions, Inc.	$2,700.00	1
The Carpenter Center	$68.00	1
Tidal Wave Auto Spa	$90.00	1
Visa	$11.99	1
Winsupply Scottsbluff Ne Co	$115.59	1
Wpci	$1,112.50	1

Wills Wood Craft And Co	$4,500.00	1
Visa	$10,092.12	1
Ace Hardware	$378.61	1
Column Software, PBC	$183.80	1
Eakes Office Solutions	$3,820.26	1
ESU13	$30,078.70	1
Linweld	$2,293.38	1
O'Reilly Auto Parts	$220.69	1
Optimal Family Preservation, LLC	$7,485.00	1
Regional West Med Center, Inc.	$1,587.00	1
Western Ne Community College	$9,057.12	1
Regional Care, Inc.	$209.00	3
Isenbart, Chase	$75.00	5
Perez, Stephanie	$75.00	5
Peters, Bj	$0.00	5
Wilson, Joe	$230.00	5
Ashley Strand	$400.00	5
Domino'S Pizza	$154.72	5
Fresh Foods Inc.	$34.47	5
Garden County Public Schools	$100.00	5
Johnson Cashway _8920	$58.02	5
Lucyna Davis	$495.00	5
Nsaa	$420.00	5
Pepsi Cola Of Western Nebraska	$1,171.30	5
Western Nebraska Wrestling League	$1,475.00	5
Wyoming Hat Company	$1,170.00	5
Albert James Stone	$300.00	5
Castaneda, Armond	$150.00	5
Christopher Jackson	$150.00	5
Daniel J. Fox	$75.00	5
Ehler, Jay	$180.00	5

Hagen Guzman	$150.00	5
Jamey Balthazor	$180.00	5
Jared Stone	$350.00	5
Jordan Cudney	$530.00	5
Nathan Seiler	$130.00	5
Robert M. Price IV	$350.00	5
Salazar, Denzel E.	$130.00	5
Stack, Robert	$280.00	5
Western Nebraska Wrestling League	$150.00	5
Hagen Guzman	$300.00	5
Castaneda, Armond	$225.00	5
Derek Peil	$75.00	5
Castaneda, Armond	$130.00	5
Christopher Jackson	$130.00	5
Griess, Dave	$130.00	5
Nathan Seiler	$130.00	5
Perez, Stephanie	$75.00	5
Mitchell Public Schools	$40.00	5
Aaliyah Chavez	$100.00	5
Ashley Newhoff	$0.00	5
Kaylee Long	$100.00	5
Lydia Newhoff	$75.00	5
Megan Billie	$75.00	5
Zavanah Chavez	$75.00	5
Castaneda, Armond	$180.00	5
Christopher Jackson	$50.00	5
Erdman, Craig	$180.00	5
Griess, Dave	$50.00	5
Isenbart, Chase	$150.00	5
Long, Scott	$204.00	5
Megan Billie	$75.00	5

Nathan Seiler	$50.00	5
Perez, Stephanie	$75.00	5
Salazar, Denzel E.	$150.00	5
Trevor J. Hergenreder	$75.00	5
Tyler Marshall	$180.00	5
Castaneda, Armond	$150.00	5
Christopher Jackson	$150.00	5
Nathan Seiler	$180.00	5
Salazar, Denzel E.	$150.00	5
Castaneda, Armond	$150.00	5
Christopher Jackson	$75.00	5
Nathan Seiler	$130.00	5
Salazar, Denzel E.	$75.00	5
Castaneda, Armond	$260.00	5
Perez, Stephanie	$180.00	5
Audrey N. Murphy	$108.00	5
Audrey Worthing	$108.00	5
Candace Spady	$126.00	5
Candi Johner	$145.00	5
Linsey Smith	$100.00	5
Taylor Anderson	$162.00	5
Winn, Mary	$108.00	5
Castaneda, Armond	$130.00	5
Christopher Jackson	$130.00	5
Nathan Seiler	$260.00	5
Perez, Stephanie	$130.00	5
Robert M. Price IV	$250.00	5
Salazar, Denzel E.	$0.00	5
Castaneda, Armond	$0.00	5
Nathan Seiler	$0.00	5
Cash-Wa Distributing of Kearney, Inc	$980.10	5

Cassandra Robin Lynn Greenly	$2,262.48	5
Domino'S Pizza	$532.91	5
Eakes Office Solutions	$70.29	5
Fresh Foods Inc.	$206.67	5
Hampton Inn & Suites - Scottsbluff	$2,534.00	5
High Plains Community	$200.00	5
Johnson Cashway _8920	$125.94	5
Legacy Cooperative	$128.40	5
Western Ne Community College	$190.00	5
Bayard Public Schools	$30.00	5
District 12 FCCLA	$51.50	5
Fresh Foods Inc.	$331.95	5
Gering Bakery-Ahlers Baking Inc.	$57.24	5
Legacy Cooperative	$66.17	5
Logoz Llc	$3,623.00	5
Ne High School Sports Hall of Fame Foun	$710.00	5
Pepsi Cola Of Western Nebraska	$1,071.10	5
Scottsbluff High School _15901	$175.00	5
AllTeam Sportswear	$772.00	5
Bayard Public Schools	$75.00	5
Domino'S Pizza	$960.59	5
Game One	$120.29	5
Gering Bakery-Ahlers Baking Inc.	$148.42	5
Goshen County School District #1	$150.00	5
Legacy Cooperative	$135.00	5
Lexington High School	$200.00	5
Logoz Llc	$684.00	5
Nebraska Choral Directors Association	$195.00	5
Pepsi Cola Of Western Nebraska	$69.05	5
Sidney High School	$300.00	5
Western Nebraska Wrestling League	$925.00	5

NASB ALICAP	$576.64	5
Ashton Kay	$75.00	5
Audrey Worthing	$190.00	5
Candace Spady	$123.00	5
Dashiell Rohan	$142.00	5
Johnson, Caleb W.	$100.00	5
Jordan Hemphill	$75.00	5
Melissa Pilakowski	$129.00	5
Stevie Jara	$100.00	5
Ziath Fritzler	$50.00	5
Visa	$5,014.04	5
Brody Pitner	$420.00	5
Cash-Wa Distributing of Kearney, Inc	$751.08	6
Culligan Of Scottsbluff	$123.50	6
SFE LLC	$223,829.80	6
Culligan Of Scottsbluff	$84.50	6
Dennis Supply Company	$26.51	6
Eakes Office Solutions	$205.19	6
Gering Public Schools	$4,709.53	6
Menards	$85.82	6
Northwest Pipe Fittings, Inc.	$722.06	6
Winsupply Scottsbluff Ne Co	$44.75	6
Visa	$257.63	6
JEO Consulting Group, Inc.	$7,091.25	8
Yanda's Music & Pro Audio	$692.55	8

POLICY 205.2
GERING PUBLIC SCHOOLS
GERING, NE

POLICY ADOPTION

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

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

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

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

Cross Reference: 201.1 Board Powers and Responsibilities

Approved 01/20/2003 Reviewed 02/23/2015, 10/14/2021 Revised 09/14/2009

POLICY 718
GERING PUBLIC SCHOOLS
GERING, NE

FISCAL MANAGEMENT INTERNAL CONTROLS

The District will develop the necessary procedures to comply with the following fiscal management internal controls relating to oversight of all federal and state grant programs.

Equipment Management Requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until the District disposes of that equipment, to meet the following requirements of 2 CFR 200.313 and 2 CFR 200.33:

1. Maintain property records procedure and policies (include description, serial number or other identification number, source of funding, acquisition date, etc.);
2. Develop and maintain a physical inventory procedure to occur a minimum of every 2 years;
3. A Control System procedure to ensure adequate safeguards are in place;
4. Develop and implement adequate maintenance procedures for such equipment;
5. Develop and implement sales procedures for such equipment; and
6. Develop and implement disposition procedures for such equipment.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified below from 2 CFR 200.320;

1. A procedure for micro-purchases (Under ~~10,000~~ 15,000);
2. A procedure for small purchases (10,000 to ~~250,000~~ 350,000);
3. A procedure for sealed bids (using Lowest Bidder for over ~~250,000~~ 350,000);
4. A procedure for competitive proposals (including showing why not sealed bids were not used for over ~~250,000~~ 350,000); and
5. A procedure for noncompetitive bids (when sole sourced, must prove only source).

Record Retention: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient in accordance with 2 CFR 200.333. Other records will be retained for a period of time as required by law.

Suspension and Debarment: The District may not subcontract with or award subgrants in any Federal assistance program to any person or company who is debarred or suspended and is required to check for excluded parties at the System for Award Management, SAM (formerly the

Excluded Parties List System, EPLS) website before any procurement transaction in accordance with 2 CFR 200.213 and Policy 706.07 Suspension and Debarment.

Financial Management: The District must develop and maintain financial management systems to account for federal funds, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Such records must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award in accordance with 2 CFR 200.302. See also §200.450 Lobbying.

The financial management system of each non-Federal entity must provide for the following;

1. A procedure for identification of all Federal awards received and expended and the Federal programs under which they were received;
2. A procedure for accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with reporting requirements
3. A procedure to maintain records that identify adequately the source and application of funds for federally funded activities.
4. A procedure for maintaining effective control over, and accountability for, all funds, property, and other assets.
5. A procedure for comparing District expenditures with budget amounts for each federal award.
6. A procedure to ensure payments of federal funds are made in accordance with 2 CFR 200.305.
7. A procedure for determining the allowability of costs in accordance with 2 CFR 200.305 Subpart E-Cost Principles and the term and conditions of the Federal award.

Program Income: The District will follow the guidance of the Federal awarding agency in how it uses, applies and accounts for all income received under those programs as listed below in accordance with 2 CFR 200.307;

1. Deduction. Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs
2. Addition. With prior approval of the Federal awarding agency program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.
3. Cost sharing or matching. With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

Cost Sharing or Matching: For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching when such contributions meet all of the following criteria in accordance with 2 CFR 200.306 and a procedure must ensure these criteria are covered:

(1) Are verifiable from the District's records;

(2) Are not included as contributions for any other Federal award;

(3) Are necessary and reasonable for accomplishment of project or program objectives;

(4) Are allowable under 2 CFR 200.305 Subpart E—Cost Principles;

(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal awarding agency; and

(7) Conform to other provisions of the law, as applicable in the terms and conditions of the federal award.

Unexpected or Extraordinary Circumstances: For all Federal awards, If the District does not currently have in place a policy that addresses extraordinary circumstances such as those caused by COVID-19, the District may later amend or create a policy in order to put emergency contingencies in place for Federal and non-Federal similarly situated employees in accordance with 2 CFR 200 et seq. If the conditions exist for charges to be made to the Federal grant, charges may also be made to any non-Federal sources that are used by the District in order to meet a matching requirement. The District may develop a procedure to ensure that federal expenditures during the unexpected or extraordinary circumstance are allowable.

Compensation for personal services:

(a) General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages, salaries, and fringe benefits in accordance with 2 CFR 200.430 and .431. Costs of compensation are allowable to the extent that they satisfy the following requirements;

1. Is reasonable for the services rendered and conforms to the established written policy and procedures of the District consistently applied to both Federal and non-Federal activities;

Compensation and fringe benefits: (a) Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits in accordance with 2 CFR 200.431 include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, District employee agreement, or an established policy of the District.

(b) Leave. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

1. They are provided under established written leave policies;

Standards for Documentation of Personnel Expenses: (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed in accordance with 2 CFR 200.430. These records must:

(i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the District;

(iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

(iv) Encompass both federally assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written policy;

(v) Comply with the established accounting policies and practices of the District; and

(vi) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

(vii) Budget estimates do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:

(A) The system for establishing the estimates produces reasonable approximations of the activity actually performed;

(B) Significant changes in the corresponding work activity (as defined by the District's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

(C) The District's system of internal controls includes processes to review after-the-fact interim charges made to a Federal award based on budget estimates. All necessary adjustments must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

(2) In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

Approved 02/06/2025 **Reviewed** _____ **Revised** _____

POLICY 802.7
GERING PUBLIC SCHOOLS
GERING, NE

SCHOOL FOOD PROCUREMENT

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and / or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and by the State Agency.

Procurement Policy

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than ~~$250,000~~ $350,000 per year (per procurement event or in aggregate purchases) this District will follow the informal Small Purchase Procedure.
- When the annual total for food service program related items is greater than ~~$250,000~~ $350,000 per year (per procurement event or in aggregate purchases) this District will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for a single purchase under ~~$10,000~~ $15,000 made with a vendor [2 CFR 200.320(a)].
Prices will be reviewed for reasonableness [2 CFR 200.320(a)].
Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Small Purchase Procedures

For purchases made below the small purchase threshold, a Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this District will take the following steps:

1. Contact a minimum of three potential vendors
2. Document each vendor's quoted price
3. Select the company that provides the lowest, most responsive, and responsible bid
4. Inform all bidding companies in writing of the final decision made by the sponsor
5. Write a contract for meal service between the sponsor and the winning bidder.

Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this District will take the following steps:

1. Prepare an IFB or RFP document specifically addressing the items to be procured
    a. Include detailed specifications
    b. Ensure price will be most heavily weighted

2. Publicly announce and advertise the bid/proposal at least 30 calendar days prior to bid opening
    a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
    a. Responsive bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
4. Award the contract
    a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
    b. At least two weeks before program operations begin
    c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the bid threshold established in the sponsor's procurement policy statement is less than $150,000, the smaller bid threshold will govern.)

This District incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210.

A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7]

B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. 2 CFR 200.319(a)(6)

C. Documentation: We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, bid tabulations or any other significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)

D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)

E. Procurement Review Process: This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with the food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.

F. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]

G. General Requirements:

- Small, minority, and women's businesses and labor surplus firms are used when possible. [2 CFR 200.321]
- Ensure compliance with Buy American Provision. [7 CFR 210.21(d)]
- A cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. [2 CFR 200.323(a)]
- Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]

H. Duties of Food Service Supervisor:

1. To work with staff and clients in developing acceptable menus for breakfast and lunch.
2. To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).
3. To place and confirm orders with vendors, or make plans to purchase the required items.
4. To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.
5. To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.
6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
7. To work with vendors on a fair and equal basis.
8. To develop a list of acceptable brands. (multiple Brands per bid item when possible)
9. To conduct an in-house procurement review once per year

<u>School Food Authority Code of Conduct</u>

The District seeks to conduct all procurement procedures in compliance with state and federal regulations and to prohibit conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by Federal, State, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the District may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Officers, employees, or agents of the District who violate this policy shall be subject to appropriate disciplinary actions.

Legal Reference: 2 CFR 200 Uniform Admin. Requirements, Cost Principles, and Audit Requirements for Federal Awards
7 CFR 210 National School Lunch Program
2 CFR 200.317-326 Super Circular
7 CFR 210.21 NSLP Procurement
7 CFR 220.16 Breakfast Program
7 CFR 225 Summer Food Service Program
7 CFR 3016—Uniform Admin. Requirements For Grants And Coop. Agreements To State And Local Governments

Approved 9/18/17 **Reviewed** 8/27/18, 4/27/20 **Revised** 9/17/18, 5/18/20

POLICY 608.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT GUIDANCE AND COUNSELING PROGRAM

The board shall provide a student guidance and counseling program. The guidance counselor shall be certified with the Nebraska Department of Education in guidance and counseling and/or hold any additional qualifications and/or licensure required by the board. The guidance and counseling program will serve grades K - 12. The program will assist students with their personal, educational, social and career development. It will provide assistance to students in academic planning and placement. The program shall be coordinated with the education program and involve certificated and/or licensed employees.

Cross Reference:	704	Student Records
	604	Instructional Curriculum
	605	Alternative Programs

Approved 11/15/10 **Reviewed** 3/25/19 **Revised** 4/15/19

POLICY 608.2
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT HEALTH SERVICES

Health services shall be coordinated with the health education and physical education curriculum. The program shall be designed to help each student protect, improve and maintain physical, emotional and social well-being. Areas to be considered include, but are not limited to:

- environmental health and safety;
- emergency health procedures and responsibilities;
- health promotion;
- communicable disease prevention and control;
- staffing for the school health program;
- administering of prescription medication;
- acute or chronic health problems;
- health assessment and screening;
- record keeping; and
- program evaluation.

Nurses and other medical employees employed by or requested to conduct services for the board shall hold and maintain a current Nebraska license and meet the requirements of the Nebraska Department of Education if required by the school district. Student records will be monitored for evidence of immunization as required by state statute. In addition to the health services provided in the curriculum, the school district will provide the following district-wide health services:

- annual vision screening tests;
- annual audiometer screening tests;
- annual spinal screening; and
- annual height and weight measurement.
-

The services listed above will be provided in conjunction with state public health officials and local hospitals.

The superintendent shall provide a written report on the role of health services in the education program to the board annually.

Cross Reference: 502.03 Entrance - Admissions
508 Student Health and Well-Being

Approved 10/20/03 **Reviewed** 09/15/03, 3/25/19 **Revised** 4/15/19

POLICY 609.1
GERING PUBLIC SCHOOLS
GERING, NE

EVALUATION OF INSTRUCTIONAL PROGRAMS

The Board supports building level school improvement processes and projects for the purpose of attaining higher educational achievement levels for the district's students. An important part of school improvement is the on-going evaluation of the curriculum and instructional program of the district. Programs will be evaluated with respect to both their effectiveness and efficiency as means of delivering student education.

The superintendent shall develop guidelines by which the instructional staff will evaluate the instructional program on a periodic basis.

Legal Reference: NDE Rule 10.004.07A

Approved 11/15/10 **Reviewed** 3/25/19 **Revised** 4/15/19

POLICY 610.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT SURVEYS OR QUESTIONNAIRES

No student shall be required, as part of a program funded by the United States Department of Education, to submit, without prior written consent from the student's parent, to surveys, analysis or evaluation which reveals information concerning:

- political affiliations;
- mental and psychological problems potentially embarrassing to the student or the student's family;
- sex behavior and attitudes;
- illegal, anti-social, self-incriminating and demeaning behavior;
- critical appraisals of other individuals with whom students have close family relationships;
- legally recognized, privileged and analogous relationships, such as those of lawyers, physicians and ministers; or
- income, but not including income required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

As part of any program funded by the United States Department of Education, the district shall obtain written parental consent prior to the participation of any student under the age of 18 in any mental health survey, analysis, evaluation or assessment. The consent form shall describe in detail the purpose, provider, beginning time and duration of the survey, analysis, evaluation or assessment.

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

It shall be the responsibility of the Board to review and approve the evaluations and testing program.

Legal Reference: Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).
20 U.S.C. § 1232h (1994).

Cross Reference: 507 Student Records
608.02 Student Health Services
611 Academic Achievement

Approved 5/11/10 **Reviewed** 8/22/16, 3/25/19 **Revised**: 9/19/16, 4/15/19

POLICY 610.2
GERING PUBLIC SCHOOLS
GERING, NE

TEST OR ASSESSMENT ADMINISTRATION

The district shall assess the progress of students through a district-wide assessment system to provide for a fair and adequate measurement of each student's progress and accomplishments. Administrators and staff shall select a valid and reliable system of assessments aligned with the curriculum and essential learner outcomes.

The superintendent and/or designee, in directing the assessment system, shall hold administrators and staff accountable to:

1. follow appropriate security procedures;
2. use the assessments identified within applicable curriculum guides;
3. use assessment data to monitor student learning;
4. use assessment data to differentiate instruction where appropriate;
5. provide students and parents with information about student progress;
6. use assessment data for school improvement planning; and
7. use assessment data to adjust, improve, or terminate ineffective teaching practices.

Cross Reference: 611 Academic Achievement
1005.02 Parent Relations Goals

Approved 11/15/10 **Reviewed** 5/31/11, 3/25/19 **Revised**: 7/18/11, 4/15/19

POLICY 610.2F1
GERING PUBLIC SCHOOLS
GERING, NE

NOTIFICATION OF POSSIBLE STUDENT RETENTION

Date: _____

Student: _____ Teacher:_____

Present Grade Level: ___ School Year: _____

After considerable professional deliberation regarding your student's progress, testing results and skill level, the recommendation has been made that _____ remain at his or her present grade level for the upcoming school year.

As was explained to you by your student's teacher, your student's accomplishments are not meeting the standards of expected achievement for this year in school. This may result in more serious learning difficulties in the future without the recommended retention in his or her present grade level.

Please indicate your support or nonsupport of this recommendation below, and return this form to the school office no later than _____.

_____ I support the recommendation that my student remain at his or her present grade level for the upcoming year.

_____ I do not support the recommendation that my student remain at his or her present grade level for the upcoming school year. If the decision to retain my student is reversed, I voluntarily release the district, its employees, agents and representatives from all risk and liability associated with my request for my student's promotion.

_____
(Teacher Signature)

_____
(Principal Signature)

_____
(Parent Signature)

Approved 11/15/10 **Reviewed**

POLICY 610.2F2
GERING PUBLIC SCHOOLS
GERING, NE

OFFICE RETENTION NOTICE

Date: _____

Student: _____

Present Grade Level: _____

The criteria used in making a recommendation of this student are as follows (include behavior, classroom performance, skill levels, achievement test scores, etc.):

_____
(Teacher Signature)

This form must be filled out on all recommendations for retention whether the students is actually retained or not. Submit to the building principal by _____.

Approved 11/15/10

POLICY 610.2R1
GERING PUBLIC SCHOOLS
GERING, NE

RETENTION FOR STUDENTS, GRADES K-8

If a teacher feels it is in the student's best interest to repeat a grade level, the following steps must be taken:

1. By mid-February, teachers or retention candidates will have made initial contact with parents;

2. Retention candidates will be referred to the principal for consideration for special services, counseling and intervention;

3. By mid-April, the second parent contact will be made and permission secured for any necessary retention testing;

4. The administrative team will review the information collected on each student, ensure that all necessary information is at hand, and make tentative determination of the instruments to be used in the evaluation;

5. The testing team will conduct evaluations on the students that have been identified for possible retention;

6. At the conclusion of the testing, the testing team will review all information on the retention candidates and make recommendations known to the principal;

7. A conference with the parents of each student tested will be conducted;

8. Principal to make final decision regarding each student.

Approved 11/15/10

POLICY 611.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT PROGRESS REPORTS

The district shall provide a student progress report at the end of each grading period. Students, who are doing poorly, and their parents, shall be notified prior to the end of the semester in order to have an opportunity to improve their grade. The Board encourages the notification of students who have made marked improvement prior to the end of the semester.

Cross Reference: 507 Student Records

Approved 10/20/03 **Reviewed** 8/22/16, 3/25/19 **Revised** 9/19/16

POLICY 611.2
GERING PUBLIC SCHOOLS
GERING, NE

To 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.

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, 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 statue 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

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Approved 7/18/11 Reviewed 05/31/11, 3/25/19 **Revised** 4/15/19

POLICY 611.3
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT HONORS AND AWARDS

The school district shall provide a program that establishes honors and awards including, but not limited to academic letters, scholarships and good citizenship awards for students to assist them in setting goals. Students shall be made aware of honors and awards and the action necessary on the part of the student to achieve them. Students who have not attended the school district for their entire high school education or have not attended an accredited public or private school will not be eligible for some honors and awards.

It shall be the responsibility of the superintendent to develop the administrative regulations regarding this policy.

Cross Reference: 506 Student Activities
611 Academic Achievement
Student Handbook

Approved 10/20/03 **Reviewed** 5/31/11, 3/25/19 **Revised** 4/15/19

POLICY 611.4
GERING PUBLIC SCHOOLS
GERING, NE

PARENT CONFERENCES

Parent-teacher conferences will be held each semester to keep the parents informed of academic progress.
Parents, teachers, or principals may request a conference for students in grades kindergarten through twelve in addition to the scheduled conference time. Parents and students are encouraged to discuss the student's progress or other matters with the student's teacher.

Cross Reference: 507 Student Records

Approved 10/20/03 **Reviewed** 5/31/11, 3/25/19 **Revised** 4/15/19

POLICY 611.5
GERING PUBLIC SCHOOLS
GERING, NE

GRADING GUIDELINES

The superintendent or designee shall develop and implement student grading guidelines. The objectives of grading guidelines shall be to quantify, report and record the academic progress of each student. Grades should fairly reflect the level of student achievement in the knowledge and skills specified by grade level or course objectives and outcomes.

Legal Reference:	Falvo v. Owasso Independent School District No. I-001
Cross Reference:	507.01 Student Records Access 1003 Public Examination of District Records

Approved 10/20/03 **Reviewed** 05/31/11, 4/22/19 **Revised** 5/20/19

POLICY 611.6
GERING PUBLIC SCHOOLS
GERING, NE

CLASS RANKINGS AND GRADE POINT AVERAGE

The official grade point average (GPA) of graduating students is based on a minimum of 8 semesters of studies in order to allow students sufficient opportunity for demonstrating achievement. Temporary GPA's will be sent to colleges and universities who request information for admission.

The official GPA will be furnished to post-secondary institutions upon request.

~~The district will name a Valedictorian(s) based upon class rank of students' curriculum. The Valedictorian(s) must complete the two semesters of their senior year in the district.~~

Approved 10/20/03 **Reviewed** 5/31/11, 4/22/19 **Revised** 5/20/19

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
Total Required Hours	110	credit hours
Total Elective Hours	105	credit hours
Total Elective Hours	90	credit hours
Total Required Hours for Graduation	250	credit hours

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

Graduation with a regular high school diploma or reaching the maximum age of eligibility both result in termination of a student's eligibility for Special Education (IDEA) services.

Procedurally, the students Individualized Education Program (IEP) team must meet to review the students status and issue the appropriate coding for the student, specifically 210 or 211 as described in the ADVISER Date Elements Manual, a reasonable time before the student's eligibility is terminated. These meetings may be held via the telephone or thorough virtual platform (e.g Zoom, Google, etc.) and should include the student (if possible). The school district must also provide the student with a summary of performance prior to graduation or ending services because of age. Some IEP teams may have already provided a Notice of Graduation or Notice of Ending Services Due to Age to certain students. As this is an issue of IDEA eligibility, the Nebraska Department of Education recommends that the school districts make every effort to complete these steps in a timely manner.

Requirement Related to American Civics (Nebraska Revised Statute 79-724

The requirements within Nebraska Revised Statute 79-724 took effect September 1, 2019. and the NDE considers 2019-2020 a transition year of implementation. Even so, opportunities may exist in an alternate learning environment to meet requirement within 79-724

- If a district intends to administer the civics portion of the U.S. Citizenship and Immigration Service Naturalization Test, students are required to take the test twice, once prior to completing 8th grade and a second time prior to completing 12th grade. It may be possible for seniors to complete the second testing in an alternate learning environment. For example, the University of Nebraska High School is offering 'Citizenship 101" for free (non-credit), and it prepares students to take the naturalization test at the completion.

- For Districts that intend to have students attend /participate in a meeting of a public body OR complete a project/paper and class presentation as outlined in 79-724, those requirements may also be met in an alternate learning environment.

Cross Reference: 604.03 Special Education
611 Academic Achievement

Approved 10/20/03 Reviewed 5/31/11, 4/22/19 Revised 7/08/2024

Approved 10/20/03 **Reviewed** 5/31/11, 4/22/19 **Revised** 7/12/23

POLICY 611.8
GERING PUBLIC SCHOOLS
GERING, NE

EARLY GRADUATION

A student who wishes to graduate from high school in less time than the ordinary eight (8) semester, grade 9-12 sequence, may request permission to complete graduation requirements on an alternate schedule.

The student and parents/guardians will consult with high school guidance personnel to develop a graduation plan. The student's intention to accomplish this shall be stated in writing to the principal. The student's parent or legal guardian must submit a letter in support of the student's request for early graduation, and such letter is to accompany the student's written request. The request letters to the principal should be submitted within six months prior to the anticipated completion of the required high school program.

A student who graduates early must complete all graduation requirements established by the board. The student who chooses early graduation will be allowed to participate in the spring graduation ceremonies. In all other school activities the early-out graduate will be treated as a graduated student.

Approved 10/20/03 **Reviewed** 5/31/11, 4/22/19 **Revised** 5/20/19

POLICY 611.9
GERING PUBLIC SCHOOLS
GERING, NE

COMMENCEMENT

Students who have met the requirements for graduation will be allowed to participate in the commencement ceremony provided they abide by the standards organized by the school district. It shall be the responsibility of the principal to solicit input from each graduating class regarding their commencement.

Failure of a student to participate in commencement will not be a reason for withholding the student's final progress report or diploma certifying the student's completion of high school.

Approved 10/20/03 **Reviewed** 5/31/11, 4/22/19 **Revised**

POLICY 612.1
GERING PUBLIC SCHOOLS
GERING, NE

FREE APPROPRIATE PUBLIC EDUCATION

The district ensures that a free appropriate public education is available to all children with disabilities residing in the district from the date of verification through the school year in which the student reaches 21 years of age or has graduated with a regular high school diploma, including children with disabilities who have been suspended or expelled.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and Practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19, 8/10/23 **Revised**: 9/16/19

POLICY 612.2
GERING PUBLIC SCHOOLS
GERING, NE

FULL EDUCATIONAL OPPORTUNITY GOAL

The district has a goal of providing full educational opportunity to all children with disabilities residing in the district from the date of verification through the school year in which the student reaches 21 years of age or has graduated with a regular high school diploma, including children with disabilities who have been suspended or expelled.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/198/10/23 **Revised**: 9/16/19

POLICY 612.3
GERING PUBLIC SCHOOLS
GERING, NE

CHILDFIND

All children with disabilities residing in the district, including children with disabilities who are homeless children or wards of the state and children with disabilities attending nonpublic schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. The district will provide multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process. Each school building will have a designated contact person who is knowledgeable about the district procedures, and the district will designate a contact person to oversee the child find process. The child find process will be consistent with Federal and state regulations.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19 **Revised:** 9/16/19, 8/10/23

POLICY 612.4
GERING PUBLIC SCHOOLS
GERING, NE

EVALUATION PROCEDURES

The district ensures that children with disabilities are evaluated in accordance with 92 NAC 51-006 & 52-006. Procedures to ensure that testing and evaluation materials and procedures utilized for the purposes of evaluation and placement and children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child.

The district will periodically collect students' reading, math, and writing performance data to allow school team to make data-based decisions to determine who is in need of general education interventions in accordance with 92 NAC 52-006. Interventions will include evidence-based practices. The students' progress will be monitored in the area of the deficit at least twice a month. School teams will review all collected data, and if it is suspected that a student has a specific learning disability, the student will be referred for an evaluation. The parent has a right to request an evaluation at any timer. The district will develop procedures to ensure compliance with all Federal and state regulations concerning evaluations. District education and assessment staff will be trained annually on procedures and district-level policies.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19 **Revised:** 9/16/19,8/10/23

POLICY 612.5
GERING PUBLIC SCHOOLS
GERING, NE

INDIVIDUALIZED EDUCATION PROGRAM AND FAMILY SERVICES PLAN

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 & 52-007. Prior to considering any draft of an IEP as final it shall be reviewed and revised based on discussion and decision of the team including the parent, guardian, or surrogate. Reasonable efforts will be made of obtain informed consent from the parent, guardian, or surrogate regarding special education placement on the IEP before services begin.

Every report of alleged violations of the district's special education 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 investigation of these policies, potential issues of sexual harassment, or 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 sexual harassment or discrimination as well as the incidents of alleged violations of the special education policies.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19 **Revised**: 9/16/19, 8/10/23

POLICY 612.6
GERING PUBLIC SCHOOLS
GERING, NE

TRANSITION OF CHILDREN FROM PART C TO PRESCHOOL PROGRAMS

The district ensures that children participating in early intervention programs under Part C of IDEA and who will participate in preschool programs assisted under Part B experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 51-007.16. By the third birthday of such a child, an individualized education program or an individualized family service plan has been developed and is being implemented for the child. The local educational agency will participate in transition planning conferences arranged by the designated lead agency.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19, 8/10/23 **Revised**: 9/16/19

POLICY 612.7
GERING PUBLIC SCHOOLS
GERING, NE

PARTICIPATION IN STATE AND DISTRICT WIDE ASSESSMENTS

The district ensures that children with disabilities are included in all general state and district wide assessment programs, including assessments described under section 1111 of the Elementary and Secondary Education Act of 1965, with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs.

District staff will provide the parent, guardian, or appointed surrogate (when applicable) with information regarding decisions to evaluate (what they are proposing or rejecting, reasons for decisions, all options considered, why other options were rejected, what information was used to make decision, and other relevant information). Staff will review evaluation assessment plans with parents and will seek written permission for evaluation on the district consent form which will provide state and Federal requirements consistent with 300-9 and 92 NAC 51-009.08. Informed consent for special education placement will be obtained on the IEP form before services are initiated. Revocation of consent for evaluation or services must be documented by the parent in writing.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and Practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19 **Revise**d: 9/16/19, 8/10/23

POLICY 612.8
GERING PUBLIC SCHOOLS
GERING, NE

LEAST RESTRICTIVE ENVIRONMENT

To the maximum extent appropriate, children with disabilities, including children in public and nonpublic institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Individual Education Plans (IEP) will be developed by teams, which will include all roles identified with Federal and state rules, within 30 days from the initial eligibility decision and at least annually, consistent with state and Federal rules and regulations. The district will use the state-provided model forms to make sure all required components are considered and included. While a draft may be developed before and IEP meeting, the draft will not be considered as the final version and shall be reviewed and revised based on the team, including the parent, input, and consensus. If a parent requests an alternate means of attendance, the team will offer attendance via phone or virtual conferences. Procedures for such options will be developed to ensure confidentiality and to obtain proper signatures.

Cross Reference: Rule 51, Rule 52

NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed**: 8/27/19 **Revised**: 9/16/19, 8/10/23

POLICY 612.9
GERING PUBLIC SCHOOLS
GERING, NE

CHILDREN IN NONPUBLIC SCHOOLS

To the extent consistent with the number and location of children with disabilities who are enrolled by their parents in nonpublic elementary and secondary schools, provision is made for the participation of those children in special education and related services in accordance with the requirements contained in 92 NAC 51.

Cross Reference: Rule 51
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed:** 9/24/19 **Revised:**

POLICY 612.10
GERING PUBLIC SCHOOLS
GERING, NE

PROCEDURAL SAFEGUARDS

The district ensures that children with disabilities and their parents are afforded the procedural safeguards required in 92 NAC 51-009.

Parents will be given a copy of their procedural safeguards annually or upon initial referral or parental request for evaluation; upon request by a parent; upon receipt by the school district approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016. District procedure will be developed for parent participation in decision making, parent examination of records, record access, release of records, record amendments, confidentiality safeguards, records regarding migratory children with disabilities, retention, and destruction of records, insurance process (if applicable), and dispute resolution processes.

Cross Reference: Rule 51, Rule 52NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 4/15/13 **Reviewed:** 9/24/19 **Revised:** 10/21/19, 8/10/23

POLICY 612.11
GERING PUBLIC SCHOOLS
GERING, NE

TRANSPORTATION

The district will provide for the transportation expenses of children with disabilities who are residents of the school district. This shall include transportation services needed for children (including birth to 5-year-olds who are wards of the state, parentally placed non-public students who require services) to access academic, related services, and nonacademic services and activities as determined by the child's IEP team. Except when a parent is transporting only his or her child, the board of education shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Cross Reference: Rule 51
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed:** 9/24/19 **Revised**: 10/21/19,8/10/23

POLICY 612.12
GERING PUBLIC SCHOOLS
GERING, NE

PERSONNEL QUALIFICATIONS

The district ensures that personnel necessary to carry out IDEA requirements are appropriately and adequately prepared and trained, including that personnel have the content knowledge and skills to serve children with disabilities.

Cross Reference: Rule 51, Rule 52
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed**: 9/24/19,8/10/23 **Revised:** 10/21/19

POLICY 612.13
GERING PUBLIC SCHOOLS
GERING, NE

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The district complies with the requirements contained in 92 NAC 51-003.16, 003.20 and 009.03 relating to the confidentiality of student records and information.

The district will protect the confidentiality of personally identifiable information in the education records of students with disabilities. The district shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing, and destroying student special education records, in accordance with Board policy, state requirements, and Federal and state law and regulations.

Cross Reference: Rule 51, Rule 52
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed:** 9/24/19 **Revised**: 10/21/19,8/10/23

POLICY 612.14
GERING PUBLIC SCHOOLS
GERING, NE

SUSPENSION AND EXPULSION RATES

The district examines data, including data disaggregated by race and ethnicity, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

"Policies and Procedures Guidance Documents" shall serve as an administrative procedure to this policy. The entire document can be found at http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed**: 9/24/19 **Revised:** 8/10/23

POLICY 612.15
GERING PUBLIC SCHOOLS
GERING, NE

ACCESS TO INSTRUCTIONAL MATERIALS

A school district or approved cooperative that chooses to coordinate with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials shall enter into a written contract with the publisher of the print instructional materials to:

1. Require the publisher to prepare and, on or before the delivery of the print instructional materials, provide to the National Instructional Materials Access Center, electronic files containing the contest of the print instructional materials using the Instructional Materials Accessibility Standard (NIMAS); or
2. Purchase instructional materials from a publisher that are produced in or may be rendered in specialized formats.

Nothing in this policy shall be construed to require a school district or approved cooperative to coordinate with the National Instructional Materials Access Center. If a school district or approved cooperative chooses not to coordinate with the National Instructional Materials Access Center, the school district or approved cooperative shall provide an assurance to the Nebraska Department of Education that the school district or approved cooperative will provide instructional materials to students with blindness or other students with print disabilities at the same time as other students.

. The entire document can be found at:
http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed**: 9/24/19 **Revised:** 8/10/23

POLICY 612.16
GERING PUBLIC SCHOOLS
GERING, NE

OVER-IDENTIFICATION AND DISPROPORTIONALITY

The district has a goal of preventing the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment as described in 92 NAC 51-0033.10.

"Child with a disability" means a child who has been verified as per 92 NAC 61-006 as a child with autism, behavior disorder, deaf-blindness, developmental delay, hearing impairment including deafness, intellectual disability, multiple impairment, an orthopedic impairment, other health impairment, specific learning disability, speech-language impairment, traumatic brain injury or visual impairment including blindness, who because of this impairment needs special education and related services. If, under 92 NAC 51-003.63, it is determined, through an appropriate evaluation under 92 NAC 51-006, that a child has one of the disabilities identified above, but only needs a related service and not special education, the child is not a child with a disability under this Chapter. If the related service required by the child is considered special education rather than a related service, the child would be determined to be a child with a disability.

School districts must ensure no single measure or assessment is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.

School districts must ensure assessments and other evaluation material used to access a child are selected and administered so as not to be discriminatory on a racial or cultural basis, and are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to so provide or administer. The district's special education provisions will be equally available to all children.

Cross Reference: Rule 51
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed:** 9/24/19 **Revised**: 10/21/19, 8/10/23

POLICY 612.17
GERING PUBLIC SCHOOLS
GERING, NE

PROHIBITION ON MANDATORY MEDICATION

School districts are prohibited from requiring parents to obtain a prescription for substances identified under Schedules I, II, III,IV, or V in section 202(c) if the Controlled Substances Act (21 U.S.C. 812(c)) for the child as a condition of attending school, receiving an evaluation under 92 NAC 51-006, or receiving services under Chapter 51.

Nothing in this policy shall be construed to create a prohibition against teachers and other school personnel consulting ot sharing classroom-based observations with parents or guardians regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education related services.

Cross Reference: Rule 51
NDE Document "Supporting Document to Checklist of Required Special Education Policies, Procedures and practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at: http://www.education.ne.gov/sped/regulations.html.

Approved: 2/25/13 **Reviewed**: 9/24/19 **Revised:** 8/10/23

POLICY 612.18
GERING PUBLIC SCHOOLS
GERING, NE

APPOINTMENT OF SURROGATES

To ensure the protection of the rights of children, the district will appoint a surrogate for a child with a disability as required by law. The duty of appointing a surrogate must include a method for determining whether a child needs a surrogate parent and for assigning a surrogate parent to the child. The district shall make reasonable efforts to ensure the assignment of a surrogate not more than 30 calendar days after there is a determination that the child needs a surrogate.

The surrogate must be the person as described in 51 NAC 0009.10D who:

1. Has no personal or professional interest that conflicts with the interest of the child he or she represents:
2. Has knowledge and skills that ensure adequate representation of the child; and
3. Is not an employee of any public agency which is involved in the education or care of the child.

The surrogate may represent the child in all matters relating to:

1. The identification, evaluation, and educational placement of a child; and
2. The provision of a free appropriate public education to the child.

Issues arising from the selection, appointment, or removal of a surrogate parent shall be resolved through hearings established under 92 NAC 55..

"Policies and Procedures Guidance Documents" shall serve as an administrative procedure to this policy. The entire document can be found at http://education.ne.gov/sped/regulations.html.

Approved 8/10/23 **Reviewed** **Revised**

POLICY 612.19
GERING PUBLIC SCHOOLS
GERING, NE

CONSENT FOR EARLY INTERVENTION SERVICES

If the parent of a child enrolled in public school or seeking to be enrolled in public schools does not provide consent for initial evaluation under 92 NAC 51-009.08A or the parent fails to respond to a request to provide consent , the school district may, but is not required to, pursue the initial evaluation of the child by utilizing the procedural safeguards in 92 NAC 51-009 (including the mediation procedures or the due process procedures), if appropriate.

When a parent refuses to provide consent under 92 NAC 52-009 a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52 provided that the district does not override a parent's right to refuse consent.

If a parent does not give consent under 92 NAV 52-009.03A2a the school district must make reasonable efforts to ensure that the parent is fully aware of the nature of the evaluation and assessment of the child or FAPE early intervention services that would be available and understands that the child will not be able to receive the evaluation, assessment, or early intervention service unless consent is given.

"Policies and Procedures Guidance Documents" shall serve as an administrative procedure to this policy. The entire document can be found at http://www.education.ne.gov/sped/regulations.html.

Approved 8/10/23 **Reviewed** **Revised**

POLICY 612.20
GERING PUBLIC SCHOOLS
GERING, NE

DISCIPLINARY REMOVAL OF CHILDREN WITH DISABILITIES

School personnel under this section may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, as long as the removal does not constitute a change in placement under 92 NAC 51-016.

In determining whether a change in placement has occurred, district personnel will consider the unique circumstances of the removal on an individual basis.

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the district, the parent, and relevant members of the child's IEP Team must review all relevant information in the students file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine-

i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

ii. If the conduct in question was the direct result of the district's failure to implement the IEP.

The Removal will be determined by the parent, and relevant members of the child's IEP Team to be a manifestation of the child;s disability if either condition above was met. If condition 11. above was met, the district must take immediate steps to remedy those deficiencies.

For disciplinary changes in placement the would exceed 10 consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to children without disabilities.

NDE document "Supporting Document to Checklist of Required Special Education Policies, Procedures, and Practices for Part B of the IDEA" shall serve as an administrative procedure to this policy. The entire document can be found at http://www.education.ne.gov/sped/regulations.html.

Approved 8/10/23 **Reviewed** **Revised**

POLICY 613.01
GERING PUBLIC SCHOOLS
GERING, NE

DISTRICT TITLE I PARENT AND FAMILY ENGAGEMENT POLICY

GERING PUBLIC SCHOOLS intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a)(1)(2)(A -F) ESSA, (Every Student Succeeds Act) of 2015.*

In General
The written District Parent and Family Engagement Policy has been developed jointly with, updated periodically, and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below:

- Welcome and encourage all parents and family members of all students to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy or are economically disadvantaged, have disabilities, or are of racial or ethnic minority background;
- Involve parents in the development and improvement of the Title I program and the Parent and Family Engagement Policy;
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy;
- Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools;
- Involve parents in the activities of the schools served under this part; and
- Coordinate and integrate parental involvement strategies and activities with other Federal, State and local programs.

Approved: 5/21/18 **Reviewed** 10/28/19 **Revised** 11/18/19

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.

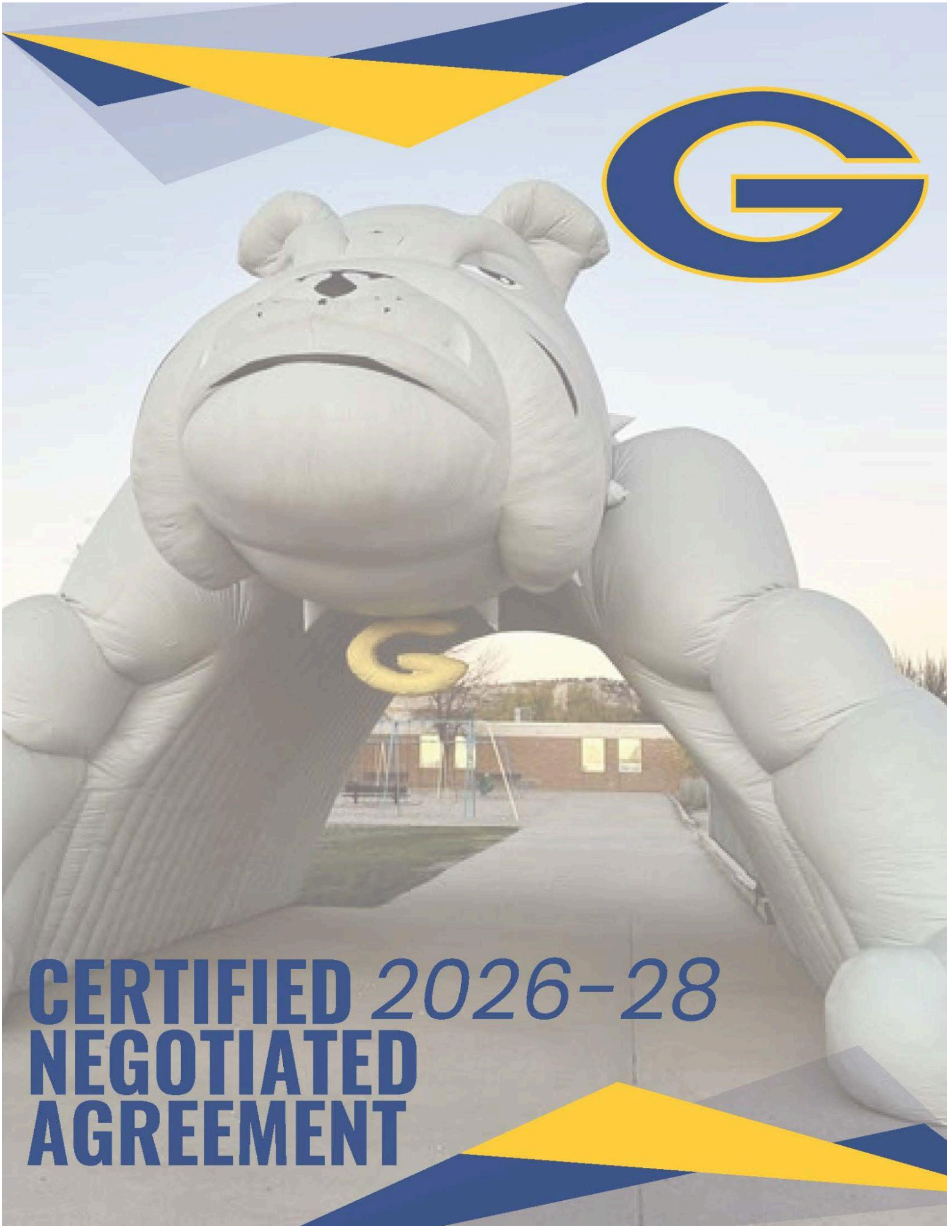
Legal Reference: Nebraska Statute 84-1408 to 1414

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

Proposed Agreement

- Flat Dollar Salary/Fringe for 2026-2027: $10,750
- Flat Dollar Salary/Fringe for 2027-2028: $11,000
- Base Salary for 2026-2027: $42,350
- Base Salary for 2027-2028: $43,620
- Restriction of Horizontal Movement across the salary schedule changed from 1 step to 2 steps
- Extra Duty Base Salary
    - 2026-2028: $40,000
- Extra Duty Additions:
    - eSports Head Coach: Category II



CERTIFIED 2026-28 NEGOTIATED AGREEMENT

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PREAMBLE

This agreement is made and entered into this **9th** day of **February, 2026**, by and between the **BOARD OF EDUCATION** of the School District of Gering, District #16, in the County of Scotts Bluff in the State of Nebraska (hereinafter referred to as the "Board") and the **GERING EDUCATION ASSOCIATION** (hereinafter referred to as the "Association").

GENERAL PURPOSE

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

ARTICLE I: Recognition

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

ARTICLE II: Teachers Rights

A. Nothing contained in this agreement shall be construed to deny any teacher those rights provided to him/her under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

B. The Board shall not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this agreement.

ARTICLE III: Grievance Procedures

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

A. DEFINITIONS:

1. **Grievance:** A cause of distress, based upon an event or condition which affects the welfare and/or terms and conditions of employment of a certificated person, a group of certificated people, or others; or the interpretation and/or application of the Board of Education policies, administrative regulations, building level policies, negotiated agreements and other contractual obligations.
2. **Grievant:** An individual or group of individuals who submits a grievance for arbitration through established procedures.
3. **Party of Interest:** Person or persons making the claim, any person who might be required to take action, any person against whom action might be taken.
4. **Time Limits:** All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
5. **Grievance Meetings or Hearings:** All meetings and hearings under this procedure up to and including Step 2 of Level II shall be conducted in private and shall include only the administration's representative(s). All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure.

B. ASSOCIATION REPRESENTATION:

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

C. REPRISALS:

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

D. WITHDRAWAL OF A GRIEVANCE:

A grievance may be withdrawn at any level without prejudice.

E. TIMELINESS OF THE GRIEVANCE:

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

F. ADVANCED STEP FILING:

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

G. THE PROCEDURE:

- **Level I (Informal)**

Initiating Claim:

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

- **Level II (Formal)**

Step 1: Any concern that is not resolved at the informal level may be submitted as a formal grievance.
If the aggrieved person is not satisfied with the disposition of his/her problem, or if no decision has been rendered following **five (5) working days** after stating the problem in the informal procedure, he/she may submit the problem as a formal grievance in writing to his/her principal or supervisor.

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

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

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

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

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

1. The grievance may be placed on the agenda of the Board of Education to be heard at their regular or special meetings, or a date may be set by the Board of a particular time and/or place.

2. A majority of the Board of Education must be present to hear the grievance.

3. A grievance shall be heard in open session. The grievance may be held in closed session by consent of both parties. All grievances shall be recorded. (Agreed upon by both parties.)

4. Individual Board members may not act as a surrogate for the aggrieved.

5. The Board's decision shall be rendered only after all the evidence is weighed, such as:
   - Tape recordings or memos of meetings held prior to the Board hearing.
   - Private discussion with the Superintendent and/or Principal concerning their disposition of the original problem.

6. The Board of Education may call for a hearing on the grievance involving all parties as witnesses.

7. The decision of the Board of Education will be final. Additional recourse may be sought through the legal system.

ARTICLE IV: Salaries

A. SALARY SCHEDULE

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

B. INITIAL PLACEMENT

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

C. BASE SALARY

The base salary for the 2026-2027 school year shall be $42,350. The base salary for the 2027-2028 school year shall be $43,620. Each teacher covered by this agreement shall receive an additional flat salary or fringe benefit amount of $10,750 for the 2026-27 school year and $11,000 for the 2027-28 school year, subject to the terms of the Flat Dollar Salary and Fringe Benefit. The compensation will be prorated to the percentage of time worked. Part-time teachers with FTE status of 0.5 or greater shall receive a flat dollar salary amount based on FTE position.

D. FLAT DOLLAR SALARY AMOUNT

For all employees subject to this agreement through employment by the Gering Public School District **employed at any time prior to January 1, 2012**, the District shall pay such Employee a flat dollar salary amount of $895.83 per month per full-time certificated employee as part of the salary package for the 2026-27 school year and $916.67 per month for the 2027-28 school year, unless the employee elects to receive the Fringe Benefit outlined in the following section.

Certificated staff working half-time or more will have their flat dollar salary amount figured on the percentage of time contracted.

The flat dollar salary amount for employment less than the entire school year shall be calculated on the contract days employed divided by 185 days.

Less than half-time certificated employees will not be eligible for the flat dollar salary amount.

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

E. FRINGE BENEFIT

For all employees subject to this agreement through employment by the Gering Public School District **employed at any time after January 1, 2012**, the District shall pay such employees a Fringe Benefit amount of $895.83 per month per full-time certificated employee as part of the salary package for the 2026-27 school year and $916.67 per month for the 2027-28 school year. An Employee hired at any time prior to or during the 2011-2012 school year may make a one-time irrevocable election to receive the Fringe Benefit.

Certificated staff working half-time or more will have their Fringe Benefit figured on the percentage of time contracted.

The Fringe Benefit for employment for less than the entire school year shall be calculated on the contract days employed divided by 185.

Less than half-time certificated employees will not be eligible for the Fringe Benefit.

Payment of the Fringe Benefit will be made monthly for 12 months. Employees may elect to receive the fringe benefit as a cash payment, applied against the purchase of additional health and dental coverage, moved to a section 125 plan, or deposited into the HSA or a combination of the aforementioned plans. The Fringe Benefit is NOT compensation under Neb. Rev. Stat. §79-902(35) and is **NOT** subject to the withholding of the employer and employee contribution to the Nebraska Public Employees Retirement System (NPERS).

F. HORIZONTAL MOVEMENT

The horizontal index shall be 4.50%. Credit for additional hours shall be credited by September 1st and movement on the salary schedule shall take place accordingly.

All graduate hours must be in the teacher's endorsed area/teaching field or part of a plan toward an additional endorsement or advanced degree and have the prior written approval of the Superintendent/designee.

The Superintendent/designee may approve hours which do not fit the above criteria, but will clearly be a benefit to the teacher and the District. Beginning in the 2026-27 school year, a teacher may move a **maximum of two (2) education level columns** on the salary schedule per contract year.

G. VERTICAL MOVEMENT

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

H. EXTRA DUTY

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

I. CLASS COVER SUBSTITUTE

Compensation for class cover as a substitute will be made at the rate of 1/7 of a substitute teacher's daily pay per period, or a major portion thereof. Approval will be granted by the Building Principal.

J. NURSES

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

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

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

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

K. ADDITIONAL CLASS ASSIGNMENT

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

ARTICLE V: Fringe Benefits

All teachers with FTE status of 0.5 or greater shall have the right to exercise the option of participating in any of the fringe benefits offered by the District.

A. HEALTH INSURANCE

The Association will choose the insurance carrier and deductible for health and accident insurance.

For the 2026-28 school years, the School District shall contract the Educators Health Alliance (EHA) **Blue Preferred $1,050 Deductible / $3,800 HSA Eligible Dual Choice** health insurance, or its equivalent successor deductible plan, and Option 2 PPO 100% A, 75% B, with 50% C dental coverage at the premium cost established annually by the EHA for such fiscal plan years.

All employees, whether receiving Flat Dollar salary amount or the Fringe Benefit, that chose to accept the EHA health insurance plan through Gering Public Schools will receive a health insurance benefit pursuant to this paragraph:

• **The District shall pay 35% of the annual single health premium,** with dental coverage, at the $1,050 deductible premium level pursuant to the EHA schedule for the 2026-28 school years if the individual teacher chooses that this fringe benefit is to be covered as part of the "125" IRS Cafeteria Plan. The remaining premium is to be covered as part of the "125" IRS Cafeteria Plan at the teacher's expense. If the teacher chooses to participate, he/she shall complete the necessary form for enrollment and authorization of payroll deductions. In addition, if the teacher desires to make any changes after the initial application, it will be their responsibility to amend the original enrollment.

B. LIFE INSURANCE

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

C. DISABILITY INSURANCE

The Board shall provide long term disability insurance for each teacher covered by this agreement who meets the qualifications of the professional agreement by and between Gering Public Schools and the insurance provider.

Benefits shall be payable upon the end of accumulated sick leave at sixty-seven (67) percent of annual contractual salary.

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

D. IRS 125 PLAN

Each teacher covered by this agreement shall have the option of participating in an

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

E. PAY FOR UNUSED PERSONAL DAYS

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

1. If a teacher has **one (1) day of personal leave** at the end of the year, that teacher may select either 110% of the first level of the substitute teacher daily pay rate -OR- receive two (2) additional sick leave days.

2. If a teacher has **two (2) days of personal leave** at the end of the year, that teacher may select either 125% of the first level of the substitute teacher daily pay rate -OR- receive four (4) additional sick leave days.

In the event the teacher has the maximum of sixty six (66) days of sick leave,

the teacher may not select the option of adding additional sick leave days listed above.

Part-time teachers will receive this fringe benefit based upon their FTE proration.

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

F. SICK LEAVE BUY BACK

The Board of Education will buy back unused sick leave at the first level of the substitute daily pay rate per day up to thirty six (36) days. This applies to any employee who leaves the District after at least 15 years of consecutive service who notifies the District of their decision to leave by February 1.

This buyback provision replaces the regulation for Board Policy 408.01 Certificated Employees - Resignation implemented for the 2006-2007 school year.

G. PAY FOR ACTIVITY EVENTS

1. Staff members will receive a bearer/guest activity pass for working two (2) activity events. Staff members may earn a student activity pass for each of their children by working one (1) additional activity event for each child's pass.

2. Employees assigned to perform duties outside the normal school day shall be compensated according to the schedule set forth below:

- Not less than zero (0) hours nor more than three (3) hours $15.00 per assignment.
- Not less than three (3) hours nor more than five (5) hours $30.00 per assignment.
- Not less than five (5) hours $45.00 per assignment.

3. Pay for activity events is a non-negotiated item. Individuals who perform

services at activity assignments shall agree to set amounts.

H. SICK LEAVE BANK

1. Eligibility -

a. All employees covered under this agreement shall have the right to participate in the Gering Public Schools Sick Leave Bank (Bank) under the terms set forth herein.

b. Certified staff applying to draw from the Bank must meet the following criteria:
i. Depleted all leave in individual personal and sick leave banks.
ii. Requested leave through the Family Medical Leave Act.
iii. Be deemed ineligible for disability or workman's compensation.
iv. Have incurred a minimum of three (3) consecutive days unpaid prior to receiving Bank benefits.
v. Submit an application for benefits in writing to the Superintendent of Schools stating the nature of the event, requested number of Bank days (not to exceed twenty (20) days per application), and his/her eligibility as outlined within this agreement.

c. Individuals are limited to an annual maximum of sixty (60) days of Bank benefits.

2. Contributions -

a. Participation as a contributor to the Bank is voluntary.

b. Sick leave days donated by participants to the Bank are irrevocable and nonrefundable.

c. Participants cannot designate the recipient of individual Bank donations.

d. An employee may annually contribute a maximum of five (5) days of accumulated sick leave to the Bank.

e. Employees wishing to contribute to the Bank must have a minimum of ten (10) sick leave days available for their own use at the time of donation.

f. Certified staff eligible to participate may begin contributing to the Bank immediately.

3. Administration -

a. Benefits from the Bank may be distributed to the point where the Bank is depleted. If the Bank is depleted, no Bank days can be approved. When the Bank reaches a level of 20 days or less, a notification will be sent to all GPS employees asking for additional donations to the bank.

b. Any unused sick leave bank days will be carried over to the following year.

c. A committee will jointly approve or disapprove benefits. The team will consist of:
i. Two (2) Association Designees
ii. One (1) member of the School Board personnel committee
iii. One (1) Building Administrator
iv. One (1) Classified staff member
v. Ad Hoc members at the team's request

d. The committee may approve up to twenty (20) days of bank leave for each application received for any applicant that meets eligibility requirements.

e. Employees may resubmit application(s) for additional Bank requests up to receipt of an annual maximum of sixty (60) days.

f. The team has the discretion to waive dock days for subsequent Bank applications for the same illness/injury as the original application.

ARTICLE VI: Teacher Employment

A. LENGTH OF CONTRACT

The length of each teacher's contract shall be 185 days.

Teachers new to the district will be required to work three (3) additional days with $1/185^{th}$ pay.

The Board of Education shall have the authority to offer teachers extended contracts. Any teacher teaching on an extended contract will receive $1/185^{th}$ of his/her salary schedule step, per day of extended contract.

The School District and the GEA acknowledge that the scheduling of the number of contract days and school calendar for each contract and school year is a management prerogative, and may be established by the Board of Education prior to January 1^{st} of the previous school year, provided that the School District and GEA will negotiate the economic impact of any change in the number of contract days in the school term.

B. ELEMENTARY PLANNING TIME

Elementary school teachers have one (1) full day of planning time at the end of each quarter.

The school building administration may schedule a staff meeting for not more than one (1) hour during such planning time after the time established for the reporting of student grades.

C. TUITION REIMBURSEMENT

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

ARTICLE VII: Leaves

A. SICK LEAVE

At the beginning of each school year, each teacher covered by this agreement shall be credited with **ten (10) days paid sick leave** allowance or an equal amount related to the teacher's FTE to be used for absences due to illness.

The unused portion of such allowance shall be accumulated from year to year to a maximum of thirty six (36) days. At this time, the Board will add thirty (30) days for a total of sixty six (66) days. This addition is a one-time addition.

A certificated employee who has exhausted his/her available sick days may convert available personal days to sick days at any time during the school year at a rate of one (1) personal day to two (2) sick days.

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

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

A certified employee will be allowed to use unlimited days of accumulated sick leave for family illness. Once days are exhausted, they may be extended by personal days. After the total sick leave, both current and cumulative, has been exhausted, an amount equal to one day's salary will be deducted for each day absent.

Employees, who are entitled to Family Medical Leave and who request additional leave for Family Medical Leave reasons, shall use accrued personal days in addition to the paid sick days. For purposes of this paragraph, the term “family” shall mean the employee’s spouse, son, daughter, parent, a person residing in the household of the employee regardless of the relationship to the employee, or someone for whom the employee is guardian or holds power of attorney.

B. PERSONAL LEAVE

A certificated employee is eligible for **two (2) days of personal leave** each year.

A teacher may carry over a maximum of four (4) personal days to the following school year.

No more than four (4) consecutive personal days may be used at one time.

For the breaks of Labor Day, Thanksgiving, Christmas/New Years, Spring break, Easter or Memorial Day not more than one (1) personal day may be used the day before or after such school recess or holiday. The Superintendent shall have the authority to grant additional days.

Personal Leave to take place between April 30th and the end of the school year shall be subject to the following two (2) items:

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

2. A written request will be submitted to the Superintendent of Schools for personal leave. Within seven (7) days of receiving the request, the Superintendent shall approve, without contingencies, the requested leave in writing -OR- deny the requested leave in writing with explanation for the denial.

A certified employee will be entitled to convert two (2) sick days to one (1) personal day, up to a maximum of three (3) additional personal days per year, at any time during the school year. The certificated employee must exhaust their personal leave days down to two (2) days before they may request conversion of sick days to personal days. The certified employee is only able to accumulate a maximum total of six (6) personal days, as set forth under the "Personal Leave" section.

A certified employee who elects to convert sick days to personal days under this section shall not, in the same year, be entitled to convert these days back to sick leave or receive payment for any unused personal days, as allowed pursuant to "Pay for Unused Personal Days" found herein.

When a certified employee has exhausted their personal leave days provided to them, he/she may be granted two (2) dock days. The amount of 1/185th of his/her salary will be deducted from an employee's salary.

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

C. CIVIC LEAVE

Certain types of contributions to the community shall be classified as necessary and those may be paid leave days. The decision for granting such leave shall be made by the Superintendent or his/her designee.

Excluding jury duty, civic leave will be limited to five (5) days per year.

D. BEREAVEMENT LEAVE

A total of **up to five (5) consecutive days on full pay** is allowed for each certificated employee that is employed full-time for absence in case of a death in the immediate family. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent, or a person in the same home as part of the family, or someone for whom the employee is guardian or holds power of attorney.

Staff members who suffer the death of a child, step-child or spouse will have five (5) bereavement days plus an additional five (5) bereavement days will be deducted from the employee's sick leave balance. This time may be extended by personal leave.

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

Employees may be excused, without loss of pay, for a period of up to one (1) day, to attend funeral services of relatives other than those listed above or to attend funeral services of friends with the approval of the Superintendent.

Bereavement leave is not limited to five (5) days in one (1) year, but covers each death in the immediate family that occurs during the year.

E. SABBATICAL LEAVE

Upon proof of purchase of health insurance, the District will pay a dollar amount to the teacher which is equal to the lower of either (1) the amount equal to the single rate of the group health insurance in force or (2) a single premium rate of a health insurance policy selected by the employee.

The teacher will sign a promissory note to repay the District the total amount of the premium paid. If the teacher does not return to employment by the District, the note will be due and payable. If the teacher returns to employment with the District, the note will be canceled after nine (9) months of service.

F. PROFESSIONAL LEAVE

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

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

ARTICLE VIII: Document Authorization

In witness whereof the undersigned caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon.

Scotts Bluff County School District 79-0016, aka Gering Public Schools	**Gering Education Association**
Dated this 9th day of February, 2026	Dated this 9th day of February, 2026
_____ President, Board of Education	_____ President, Gering Education Association

APPENDIX A

SALARY SCHEDULE INDEX

GERING PUBLIC SCHOOLS
CERTIFIED STAFF SALARY SCHEDULE INDEX

VERTICAL INDEX: 0.045
HORIZONTAL INDEX: 0.045

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18	MA+27	MA+36	MA+45	DE
1	1.045	1.09	1.135	1.18	1.225	1.27	1.315	1.36	1.405	1.45	1.495	1.54
2	1.09	1.135	1.18	1.225	1.27	1.315	1.36	1.405	1.45	1.495	1.54	1.585
3	1.135	1.18	1.225	1.27	1.315	1.36	1.405	1.45	1.495	1.54	1.585	1.63
4	1.18	1.225	1.27	1.315	1.36	1.405	1.45	1.495	1.54	1.585	1.63	1.675
5	1.225	1.27	1.315	1.36	1.405	1.45	1.495	1.54	1.585	1.63	1.675	1.72
6	1.27	1.315	1.36	1.405	1.45	1.495	1.54	1.585	1.63	1.675	1.72	1.765
7		1.36	1.405	1.45	1.495	1.54	1.585	1.63	1.675	1.72	1.765	1.81
8			1.45	1.495	1.54	1.585	1.63	1.675	1.72	1.765	1.81	1.855
9				1.54	1.585	1.63	1.675	1.72	1.765	1.81	1.855	1.9
10						1.675	1.72	1.765	1.81	1.855	1.9	1.945
11						1.72	1.765	1.81	1.855	1.9	1.945	1.99
12						1.765	1.81	1.855	1.9	1.945	1.99	2.035
13								1.9	1.945	1.99	2.035	2.08
14									1.99	2.035	2.08	2.125
15											**2.08**	**2.125**
16											**2.08**	**2.125**
17											2.125	2.17

* * * IMPORTANT NOTE: Movement on the salary schedule is defined within Article IV: Salaries, Items F (Horizontal) & G (Vertical). Employees may move a maximum of one (1) vertical step and two (2) education level columns (official transcript required) each contract year. Advancements are assessed annually on September 1.

APPENDIX B

2026-27

SALARY SCHEDULE

GERING PUBLIC SCHOOLS
2026-27 CERTIFIED STAFF SALARY SCHEDULE

BASE SALARY: $42,350 | VERTICAL INCREMENT: $1,906 | HORIZONTAL INCREMENT: $1,906

* * * IMPORTANT NOTE: Salary totals reflected below do NOT include the additional **$10,750** Flat Dollar salary amount or Fringe Benefit as outlined in Article IV: Salaries (Items D & E). Employees shall account for this in their own calculations based on applicable options.

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18	MA+27	MA+36	MA+45	DE
1	$44,256	$46,162	$48,067	$49,973	$51,879	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219
2	$46,162	$48,067	$49,973	$51,879	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219	$67,125
3	$48,067	$49,973	$51,879	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219	$67,125	$69,031
4	$49,973	$51,879	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219	$67,125	$69,031	$70,936
5	$51,879	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219	$67,125	$69,031	$70,936	$72,842
6	$53,785	$55,690	$57,596	$59,502	$61,408	$63,313	$65,219	$67,125	$69,031	$70,936	$72,842	$74,748
7		$57,596	$59,502	$61,408	$63,313	$65,219	$67,125	$69,031	$70,936	$72,842	$74,748	$76,654
8			$61,408	$63,313	$65,219	$67,125	$69,031	$70,936	$72,842	$74,748	$76,654	$78,559
9				$65,219	$67,125	$69,031	$70,936	$72,842	$74,748	$76,654	$78,559	$80,465
10						$70,936	$72,842	$74,748	$76,654	$78,559	$80,465	$82,371
11						$72,842	$74,748	$76,654	$78,559	$80,465	$82,371	$84,277
12						$74,748	$76,654	$78,559	$80,465	$82,371	$84,277	$86,182
13								$80,465	$82,371	$84,277	$86,182	$88,088
14									$84,277	$86,182	$88,088	$89,994
15											$88,088	$89,994
16											$88,088	$89,994
17											$89,994	$91,900

2026-27

APPENDIX C

2027-28

SALARY SCHEDULE

GERING PUBLIC SCHOOLS
2027-28 CERTIFIED STAFF SALARY SCHEDULE

BASE SALARY: $43,620 | VERTICAL INCREMENT: $1,963 | HORIZONTAL INCREMENT: $1,963

* * * IMPORTANT NOTE: Salary totals reflected below do NOT include the additional **$11,000** Flat Dollar salary amount or Fringe Benefit as outlined in Article IV: Salaries (Items D & E). Employees shall account for this in their own calculations based on applicable options.

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18	MA+27	MA+36	MA+45	DE
1	$45,583	$47,546	$49,509	$51,472	$53,435	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175
2	$47,546	$49,509	$51,472	$53,435	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175	$69,138
3	$49,509	$51,472	$53,435	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175	$69,138	$71,101
4	$51,472	$53,435	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175	$69,138	$71,101	$73,064
5	$53,435	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175	$69,138	$71,101	$73,064	$75,026
6	$55,397	$57,360	$59,323	$61,286	$63,249	$65,212	$67,175	$69,138	$71,101	$73,064	$75,026	$76,989
7		$59,323	$61,286	$63,249	$65,212	$67,175	$69,138	$71,101	$73,064	$75,026	$76,989	$78,952
8			$63,249	$65,212	$67,175	$69,138	$71,101	$73,064	$75,026	$76,989	$78,952	$80,915
9				$67,175	$69,138	$71,101	$73,064	$75,026	$76,989	$78,952	$80,915	$82,878
10						$73,064	$75,026	$76,989	$78,952	$80,915	$82,878	$84,841
11						$75,026	$76,989	$78,952	$80,915	$82,878	$84,841	$86,804
12						$76,989	$78,952	$80,915	$82,878	$84,841	$86,804	$88,767
13								$82,878	$84,841	$86,804	$88,767	$90,730
14									$86,804	$88,767	$90,730	$92,693
15											$90,730	$92,693
16											$90,730	$92,693
17											$92,693	$94,655

2027-28

APPENDIX C

2026-28

EXTRA DUTY SALARY SCHEDULES

EXTRA DUTY SALARY SCHEDULE

1. Extra Duty assignments are all non-tenured positions.

    a. Extra Duty assignments will be evaluated and assigned annually by the Activities Director with input from the appropriate administrator.

    b. The extra duty assignments are not part of the continuing contract.

2. The Extra Duty Salary Schedule base for the 2026-2028 school years will be $40,000.

    a. Those individuals whose 2008-2009 salary exceeds the salary determined by the schedule will be frozen and remain frozen until such time the salary of the schedule will meet or exceed the frozen salary.

    b. Individuals new to a position will be granted up to five (5) years of experience provided the experience is for the same position they are hired for.

    c. Individuals moving to a new position in a higher percentage category (EX: Category II to Category I) in the same activity on the Extra Duty Salary Schedule shall be placed upon the step in the new category to provide the individual compensation that is at least equal to the compensation paid in the individual's prior position.

3. It is not necessary that each position on the schedule be filled.

4. Positions closely aligned with a teaching assignment (i.e. band, speech, etc.) will have specific written expectations established for the year by the Building Administrator and Activities Director.

    a. The administration will have written expectations for each extra duty position established and shared prior to the potential coach signing the extra duty contract for the next year.

5. The Activities Director, appropriate administrator, and/or Head Coach will complete evaluations within thirty (30) days of the ending of each activity.

    a. The evaluations will be written and also provide for a conference.

    b. A decision regarding the continuation of an extra duty assignment will be included in the conference.

    c. Head coaches are evaluated by the Activities Director and/or appropriate administrator and they, in turn, must evaluate all of the assistant coaches in the program at all levels.

6. The appeals process for disputes pertaining to extra duty assignments is the following order:

    i. Activities Director
    ii. Appropriate Principal
    iii. Superintendent
    iv. Board of Education

7. The extra duty assignments will be issued on or before April 15.

    a. Individuals who wish a change in extra duty assignments are required to advise the Activities Director and appropriate administrator as soon as possible.

    b. The administration will alert individuals about their extra duty assignment if a change is anticipated prior to the extra duty roster being issued on April 15.

8. Changes to the extra duty category lists need to be approved through the negotiations process.

CATEGORY I (16% - 20%)

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

CATEGORY II (9%-14%)

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

CATEGORY III (6.5%-9%)

Summer Band Instructor Summer Weight Coordinator
Senior High Assistant Pep Band/Marching Band
Middle School Summer Band Instructor
Senior High Assistant Spirit Squad Sponsor
Senior High Yearbook Sponsor
Assistant High School Vocal/Musical Director
Assistant High School One Act Play
Senior High Varsity Cross Country
Senior High Assistant Tennis (Girls/Boys)
Senior High Assistant Golf (Girls/Boys)

CATEGORY IV (4.5%-6.5%)

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

CATEGORY V (4%-6%)

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

CATEGORY VI (2.5%-4.5%)

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

CATEGORY VII (1%-2%)

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

GERING PUBLIC SCHOOLS
2026-28 EXTRA DUTY SALARY SCHEDULE

BASE SALARY: $40,000

* * * IMPORTANT NOTE: Individuals moving to a new position in a higher percentage category (EX: Category II to Category I) in the same activity who are above schedule will be frozen at their current salary (See "Extra Duty Salary Schedule" on Page Item 2).

Step	Category I		Category II		Category III		Category IV		Category V		Category VI		Category VII	
1	0.16	$6,400	0.09	$3,600	0.065	$2,600	0.045	$1,800	0.04	$1,600	0.025	$1,000	0.010	$400
2	0.17	$6,800	0.10	$4,000	0.070	$2,800	0.050	$2,000	0.05	$1,800	0.030	$1,200	0.015	$600
3	0.18	$7,200	0.11	$4,400	0.075	$3,000	0.055	$2,200	0.05	$2,000	0.035	$1,400	0.020	$800
4	0.19	$7,600	0.12	$4,800	0.080	$3,200	0.060	$2,400	0.06	$2,200	0.040	$1,600		
5	0.20	$8,000	0.13	$5,200	0.085	$3,400	0.065	$2,600	0.06	$2,400	0.045	$1,800		
6			0.14	$5,600	0.090	$3,600								

2026-28