

GIPS BOE Regular Meeting  
Thursday, October 8, 2020 5:30 PM  
Kneale Administration Building - Board Room

1. CALL TO ORDER  
**Speaker(s):** Mrs. Hinkle
2. ROLL CALL  
**Speaker(s):** Mrs. Simmons
3. MISSION STATEMENT
4. PUBLIC FORUM  
**Speaker(s):** Mrs. Hinkle
5. CONSENT AGENDA  
**Speaker(s):** Board President
  1. Minutes from the previous month's meeting
  2. Claims as submitted
  3. Staff Adjustments as submitted
  4. Treasurer's Report as submitted
  5. Policy
    1. 8415 MEDICATIONS IN SCHOOL Final Read
    2. 8530 SAFETY AND GENERAL WELFARE Final Read
    3. 8655 STUDENT CONCUSSIONS Final Read
    4. 1310 NONDISCRIMINATION First Read
    5. 1311 BULLYING AND HARASSMENT First Read
    6. 6214 ABUSE OF STUDENTS BY STAFF First Read
    7. 6215 BULLYING AND HARASSMENT (Staff) First Read
    8. 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS First Read
    9. 6410 NON-DISCRIMINATION (Staff) First Read
    10. 6411 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION First Read
    11. 7705 SPECIAL EDUCATION POLICIES First Read
    12. 8420 STUDENT DUE PROCESS RIGHTS First Read
    13. 8430 STUDENT APPEARANCE First Read
    14. 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES First Read
    15. 8450 STUDENT DISCIPLINE First Read
    16. 8453 STUDENT SUSPENSION, EXPULSION, AND MANDATORY REASSIGNMENT First Read
    17. 8454 HAZING First Read
    18. 8455 BULLYING AND HARASSMENT (Students) First Read
    19. 8550 CHILD ABUSE AND NEGLECT First Read
    20. 8551 ABUSE OF STUDENTS BY STAFF First Read
    21. 8552 DATING VIOLENCE PREVENTION First Read
    22. 4510 NAMING OF FACILITIES First Read
  6. Approval of Agenda as submitted

## 6. INFORMATION ITEMS

1. Campus Highlights: Westridge Middle School  
**Speaker(s):** Assistant Principal Stefanie Novotny
2. Campus Highlights: Stolley Park-Social Emotional Learning and its impact on the climate and culture of Stolley Park.  
**Speaker(s):** Stolley Park staff and students, Video
3. LEADING FOR LEARNING Update on Unfinished learning and intital fall data  
**Speaker(s):** Dr. Palmer, Dr. Tomjack, Dr. Bills, Kate Crowe
4. Addendum to the Memorial Scoreboard and Gym Scoreboard Agreements  
**Speaker(s):** Jennifer Worthington

**Goals:** Strategic Plan Objective 08 - The Grand Island community will be regularly and deeply engaged as partners in ensuring our students' success.

5. Virtual School Update  
**Speaker(s):** Dr. Jonathan Doll

**Goals:** Strategic Plan Objective 05 - GIPS will employ data to continuously improve teaching and learning., Strategic Plan Objective 06 - GIPS' central office will provide transparent and differentiated supports to schools, principals, and teachers to help them achieve their school improvement goals.

6. Fiscal Year 2021-2022 Budget Calendar  
**Speaker(s):** Mr. Harden

**Goals:** Strategic Plan Objective 06 - GIPS' central office will provide transparent and differentiated supports to schools, principals, and teachers to help them achieve their school improvement goals.

7. Indoor Air Quality QCPUF Project Needlepoint Bipolar Ionization (NPBI™)  
**Speaker(s):** Mr. Harden

**Goals:** Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments.

8. Aviation Lease Agreement  
**Speaker(s):** Mr. Phillips

**Goals:** Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan Objective 01 - GIPS' schools and classrooms will be led by instructional experts who guarantee the delivery of a rigorous and relevant curriculum to all students.

9. Grand Island Education Association (GIEA) 2022-2023 Master Agreement  
**Speaker(s):** Michelle Carter
10. Student Representative Report

**Speaker(s):** Kendall Bartling

11. Construction Update

**Speaker(s):** Mr. Petsch

12. Superintendent Report

**Speaker(s):** Dr. Grover

7. ACTION ITEMS

1. Aviation Lease Agreement

8. COMMITTEE REPORTS

1. Finance and Facilities Committee

**Speaker(s):** Mr. Brown

2. Leading for Learning Committee

**Speaker(s):** Mrs. Gortemaker

3. Personnel Committee

**Speaker(s):** Mrs. Enck

4. Policy Committee

**Speaker(s):** Ms. Erika Wolfe

5. Public Relations and Partnership Development Committee

**Speaker(s):** Dr. Brosz

6. Grand Island Public Schools Foundation Report

**Speaker(s):** Mrs. Albers

7. Governance Committee

**Speaker(s):** Mrs. Hinkle

8. GNSA / Legislative Committee

**Speaker(s):** Mr. Harden

9. NASB Monthly Update

**Speaker(s):** Board President

9. EXECUTIVE SESSION FOR THE PURPOSE OF REAL ESTATE BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

10. RECONVENE FROM EXECUTIVE SESSION

11. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION

12. NOTIFICATION OF UPCOMING BOARD MEETINGS

13. ADJOURNMENT

AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA  
HALL COUNTY

Grand Island Independent

GRAND ISLAND PUBLIC SCHOOL  
123 S WEBB RD  
PO BOX 4904  
GRAND ISLAND NE 68802

REFERENCE: 10016999  
20599814

mtg 10/8

Sheri Sheeks being first duly sworn on his/her oath, deposes and says that he/she is the Legals Clerk of the Grand Island Independent, a newspaper printed and published at Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the Grand Island Independent, and affiant knows of his/her own personal knowledge that said newspaper has a bona fide circulation of more than 500 copies of each issue, has been published at Grand Island, Nebraska, for more than 52 weeks successively prior to the first publication of the annexed printed notice, and is a legal newspaper under the statutes of the State of Nebraska; that the annexed printed notice was published in said newspaper.

*Sheri Sheeks*

PUBLISHED ON:  
09/24/20

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AD SPACE:

Subscribed in my presence and sworn to before me this 24 th day of September, 2020.

My commission expires

*4-2-22*  
*Leann L Wilsey*  
Notary Public

State of Nebraska - General Notary  
LEANN L WILSEY  
My Commission Expires  
April 2, 2022

NOTICE OF REGULAR  
BOARD MEETING  
HALL COUNTY SCHOOL  
DISTRICT 2

GRAND ISLAND, NEBRASKA  
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday October 8, 2020 at 5:30 P.M., at the Kneple Administration Building, 123 S Webb Road, Grand Island, Nebraska, which meeting will be open to the public. An agenda for such a meeting, kept continuously current, is available for inspection at the Office of the Superintendent.

Dr. Robin R. Dexter, Board  
Secretary  
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## **REGULAR MEETING OF THE GRAND ISLAND BOARD OF EDUCATION**

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, September 10, 2020 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

### **ROLL CALL:**

Attendance Taken at 5:31 PM.

Lisa Albers:	Present
Carlos Barcenas:	Present
Dan Brosz:	Present
Terry Brown:	Present
Kelly Enck:	Present
Julie Gortemaker:	Present
Bonnie Hinkle:	Present
Tim Mayfield:	Present
Erika Wolfe:	Present

### **AGENDA**

#### **1. CALL TO ORDER**

The meeting was called to order at 5:30 pm

#### **2. ROLL CALL**

On August 13, 2020 Heidi Schutz resigned her position as the Ward B member. During the September 10, 2020 Regular BOE Meeting, Tim Mayfield took oath and was seated as the Ward B Member in place of Heidi Schutz. Tim Mayfield was later marked as present.

#### **3. MISSION STATEMENT**

The Mission Statement was read by Carlos Barcenas.

#### **4. CONSENT AGENDA**

none

The recommendation to approve the Consent Agenda as submitted Passed with a motion by Dan Brosz and a second by Erika Wolfe.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

##### **4.1. Minutes from the previous month's meeting**

##### **4.2. Claims as submitted**

**4.3. Staff Adjustments as submitted**

**4.4. Treasurer's Report as submitted**

**4.5. Change Order Number 111 - Memorial Stadium**

**4.6. Policy**

**4.6.1. 1111 EQUITY IN GRAND ISLAND PUBLIC SCHOOLS Final Read**

**4.6.2. 7850 ANIMALS IN THE SCHOOL Final Read**

**4.6.3. 8650 PARTICIPATION IN EXTRA CURRICULAR ACTIVITIES Final Read**

**4.6.4. 9211 District Annual Report Final Read**

**4.6.5. 8415 MEDICATIONS IN SCHOOL First Read**

**4.6.6. 8530 SAFETY AND GENERAL WELFARE First Read**

**4.6.7. 8655 STUDENT CONCUSSIONS First Read**

**4.7. Grant Report Update**

**4.8. Contracts as Presented**

**4.8.1. Sixpence Child Care Partnership Agreement**

**4.9. Approval of Agenda as submitted**

**5. Timothy Mayfield - Oath of Office for Newly Appointed Board Member**

Dr. Dexter administered the Oath of Office to Mr. Timothy Mayfield. Mr. Mayfield was officially seated on the Board of Education as Ward B member in place of Heidi Schutz, who resigned her position with the Board of Education as Ward B member on August 13, 2020.

**6. Kendall Bartling - Oath of Office for Newly Appointed Student Representative**

Dr. Dexter administered the Oath of Office to Kendall Bartling newly appointed student board member.

## **7. SPECIAL RECOGNITION**

### **7.1. NSPRA Recognition**

Jennifer Worthington recognized Dr. Tawana Grover, Superintendent of Grand Island Public Schools for Top 25 Superintendents to watch specifically about communication and PR.

## **8. PUBLIC FORUM**

none received.

## **9. INFORMATION ITEMS**

### **9.1. Update from Pandemic Team**

Pandemic team provided an update about district pandemic information, Dr. Grover, Dr. Dexter, Mr. Harden, Mr. Jacobsen, Mr. Petsch, Dr. Palmer, and Mr. Gearhart spoke. Mantra, "I acknowledge what's working today may not work tomorrow."

### **9.2. Attendance Update- August/September**

Dr. Doll presented about the first few weeks attendance, positive areas and ones to improve. There was added focus on students with GAIN Plans and virtual face-to-face students.

District wide our attendance is 92.9%. Each sector is above 90%.

### **9.3. Virtual School Update K-12**

Dr. Doll presented on the structure, description, and attendance since opening our GIPS Virtual School as a result of the pandemic.

### **9.4. Early Childhood Learning Center at O'Connor Learning Center- Naming Gift Agreement**

Mr. Harden spoke on behalf of the Early Childhood Learning center at O'Connor Learning Center. Gymnasium, play area, and large meeting room are thought of as being named.

### **9.5. CPM Core Connections Resources**

Dr. Toni Palmer discussed the CPM Core Connections Resources.

### **9.6. Kidwell/Mitel Hardware Proposals**

Mr. Gearhart spoke on behalf of Kidwell/Mitel Hardware Proposals.

### **9.7. TeamMates MOU**

Jennifer Worthington spoke on behalf of TeamMates MOU.

### **9.8. Construction Update**

Mr. Petsch presented the construction update.

### **9.9. Student Representative Report**

Kendall Bartling reported as the student representative.

## **9.10. Superintendent Report**

Dr. Grover presented the superintendent report.

Dr. Grover welcomed both Mr. Timothy Mayfield and Student Representative Kendall Bartling to the Board of Education.

## **10. ACTION ITEMS**

### **10.1. CPM Core Connections Resources**

Move to approve the motion as presented Passed with a motion by Carlos Bárcenas and a second by Lisa Albers.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

### **10.2. Kidwell/Mitel Hardware Proposals**

Move to approve the quote from Kidwell for new Mitel systems and hardware at the Kneale Administration Building and Grand Island Senior High School as presented. Passed with a motion by Dan Brosz and a second by Carlos Bárcenas.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

### **10.3. TeamMates MOU**

Carlos Barcenas motioned to approve the Virtual Match Meeting MOU with TeamMates Passed with a motion by Carlos Bárcenas and a second by Kelly Enck.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

### **10.4. Proposed Budget Fiscal Year 2020-2021.**

Mr. Harden addressed the board to approve the proposed budget for the fiscal year 2020-2021.

Move to approve the proposed fiscal year 2020-2021 budget. Passed with a motion by Terry Brown and a second by Erika Wolfe.

Tim Mayfield: Abstain (With Conflict), Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Erika Wolfe: Yea

### **10.5. Proposed Tax Levy Fiscal Year 2020-2021**

Mr. Harden addressed the board to approve the proposed fiscal year 2020-2021 tax levy.

Mr. Brown read the tax request resolution.

Move to approve the proposed fiscal year 2020-2021 tax levy. Passed with a motion by Terry Brown and a second by Carlos Bárcenas.

Tim Mayfield: Abstain (With Conflict), Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Erika Wolfe: Yea

## **11. COMMITTEE REPORTS**

### **11.1. Finance and Facilities Committee**

Mr. Brown gave the Finance and Facilities Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held Tuesday Sept 29, 2020 at 7:30.

### **11.2. Leading for Learning Committee**

Lisa Albers gave the Leading for Learning Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held October 6, 2020 at 4:00 P.M.

### **11.3. Personnel Committee**

Mr. Brown gave the Personnel Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held Oct 6, 2020 at 7:00 am

### **11.4. Policy Committee - No Report**

A copy of the minutes from the last meeting are available and on file. The next meeting will be held Sept. 14, 2020 at 4:30pm.

### **11.5. Public Relations and Partnership Development Committee**

Dr. Brosz gave the Public Relations and Partnership Development Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held November 5, 2020 at 8:00 A.M.

### **11.6. Grand Island Public Schools Foundation Report**

Lisa Albers reported on behalf of the GIPS Foundation.

### **11.7. Governance Committee**

Mrs. Hinkle gave the Policy Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held Sept 14 @ 5:30pm.

### **11.8. GNSA / Legislative Committee**

Mr. Harden gave the GNSA / Legislative Report.

### **11.9. NASB Monthly Update**

Mrs. Hinkle gave the Nebraska Association of School Boards update.

## **12. EXECUTIVE SESSION FOR THE PURPOSE OF REAL ESTATE BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION**

The Board convened to Executive Session at 8:18p.m.

The recommendation for the Board to convene to executive session for the purpose of discussing real estate. Passed with a motion by Julie Gortemaker and a second by Dan Brosz.  
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

### **13. RECONVENE FROM EXECUTIVE SESSION**

The Board reconvened from Executive Session at 8:49 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Kelly Enck: Yea, Julie Gortemaker: Yea, Bonnie Hinkle: Yea, Tim Mayfield: Yea, Erika Wolfe: Yea

### **14. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION**

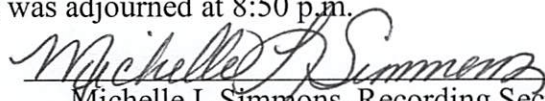
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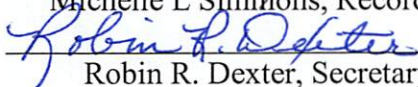
### **15. NOTIFICATION OF UPCOMING BOARD MEETINGS**

Board of Education Regular Meeting Thursday October 8, 2020 at 5:30 pm

### **16. ADJOURNMENT**

All business having been completed, the meeting was adjourned at 8:50 p.m.

  
\_\_\_\_\_  
Michelle L. Simmons, Recording Secretary

  
\_\_\_\_\_  
Robin R. Dexter, Secretary to the Board

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73531	Amy Otto	Miscellaneous Expenditures	222.95
73532	Equallevel Inc	Web Based Software	4,400.00
73533	Nebraska Council of School Administrator	Dues and Fees	585.00
73534	Office Depot	General Supplies	1,047.77
73535	Quill Corporation	General Supplies	624.14
73536	Rebecca Grosvenor	Miscellaneous Expenditures	56.15
73537	Scott A Borgmann Jr	Miscellaneous Expenditures	28.85
73538	Hiland Dairy Foods Company LLC	Milk	34,470.61
73539	Five Points Bank	General Supplies	503.50
73540	Grand Island Utilities Dept	Electricity	30,518.12
73541	ID Wholesaler	General Supplies	651.95
73542	Pearson Clinical Assessment	General Supplies	1,676.42
73543	Verizon Wireless	Technology Hardware	120.03
73544	Wex Bank	Fuel	110.73
73545	Wex Bank	Fuel	127.13
73546	Wex Bank	Fuel	2,312.52
73547	Wex Bank	Fuel	727.99
73548	Wiper Towel Service	Nutrition Services Warehouse	330.00
73549	Cash-Wa Distributing	Nutrition Services Warehouse	2,138.06
73550	Culligan of Grand Island	General Supplies	417.40
73551	Ecolab Food Safety Specialties - Catalog	Paper Products or Chemicals	53.30
73552	Five Points Bank	Miscellaneous Expenditures	503.50
73553	Greenberg Fruit Company	Produce	6,118.50
73554	Hobart	General Supplies	291.66
73555	McGraw-Hill School Education	General Supplies	18,020.15
73556	Mid-Nebraska Disposal Inc	Refuse Disposal	402.30
73557	Midwest Restaurant Supply LLC	Professional Services	529.78
73558	Music In Motion	General Supplies	27.90
73559	Pan-O-Gold Baking Co	Bread	5,376.44
73560	Pepsi-Cola Company	Soda	155.86
73561	Perfection Learning Corp	Books & Periodicals	452.87
73562	Peterson Farms Fresh Inc	Produce	6,457.92
73563	Plank Road Publishing Inc	General Supplies	346.18
73564	Quill Corporation	General Supplies	195.42
73565	Super Saver Five Points	General Supplies	871.15
73566	US Foods - Grand Island	Nutrition Services Warehouse	5,495.42
73567	Dawn Eastin	General Supplies	1,279.62
73568	First Bankcard Center/Visa	General Supplies	5,977.39
73569	First Bankcard Center/Visa	General Supplies	7,017.88
73570	First Bankcard Center/Visa	General Supplies	2,048.83
73571	First Bankcard Center/Visa	General Supplies	3,661.36
73572	First Bankcard Center/Visa	General Supplies	722.20
73573	First Bankcard Center/Visa	General Supplies	1,121.89
73574	First Bankcard Center/Visa	General Supplies	1,148.16
73575	First Bankcard Center/Visa	Advertising	3,936.61
73576	First Bankcard Center/Visa	Employee Training and Development Services	1,825.48
73577	First Bankcard Center/Visa	General Supplies	1,718.23
73578	First Bankcard Center/Visa	Technology Supplies	5,081.58
73579	First Bankcard Center/Visa	General Supplies	982.37
73580	First Bankcard Center/Visa	General Supplies	1,986.20
73581	First Bankcard Center/Visa	General Supplies	2,251.35

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73582	First Bankcard Center/Visa	General Supplies	1,107.29
73583	First Bankcard Center/Visa	General Supplies	929.80
73584	First Bankcard Center/Visa	General Supplies	1,173.78
73585	First Bankcard Center/Visa	General Supplies	2,298.86
73586	First Bankcard Center/Visa	General Supplies	2,905.67
73587	First Bankcard Center/Visa	Dues and Fees	1,039.37
73588	First Bankcard Center/Visa	General Supplies	507.80
73589	First Bankcard Center/Visa	General Supplies	1,344.62
73590	First Bankcard Center/Visa	General Supplies	6,040.33
73591	First Bankcard Center/Visa	General Supplies	2,779.22
73592	First Bankcard Center/Visa	General Supplies	795.47
73593	First Bankcard Center/Visa	Employee Training and Development Services	520.00
73594	First Bankcard Center/Visa	General Supplies	210.00
73595	First Bankcard Center/Visa	General Supplies	607.55
73596	First Bankcard Center/Visa	General Supplies	4,546.97
73597	First Bankcard Center/Visa	Dues and Fees	211.25
73598	First Bankcard Center/Visa	General Supplies	2,074.27
73599	First Bankcard Center/Visa	General Supplies	4,637.61
73600	First Bankcard Center/Visa	General Supplies	482.96
73601	First Bankcard Center/Visa	General Supplies	18,188.96
73602	First Bankcard Center/Visa	General Supplies	1,013.39
73603	First Bankcard Center/Visa	General Supplies	1,602.65
73604	First Bankcard Center/Visa	General Supplies	6,482.99
73605	First Bankcard Center/Visa	General Supplies	198.05
73606	First Bankcard Center/Visa	General Supplies	903.52
73607	First Bankcard Center/Visa	General Supplies	282.56
73608	First Bankcard Center/Visa	Employee Training and Development Services	405.70
73609	First Bankcard Center/Visa	General Supplies	80.91
73610	First Bankcard Center/Visa	General Supplies	58.28
73611	First Bankcard Center/Visa	General Supplies	1,109.46
73612	First Bankcard Center/Visa	General Supplies	3,047.40
73613	First Bankcard Center/Visa	General Supplies	1,281.04
73614	First Bankcard Center/Visa	Technology Supplies	7,783.94
73615	Grand Island Utilities Dept	Electricity	49,412.00
73616	Grand Island Utilities Dept	Utility Services	84.64
73617	Best Buy Business Account	Furniture and Fixtures	8,359.84
73618	Brooke Saddler	Professional Education Services	210.00
73619	Demco	General Supplies	42.49
73620	Grand Island Independent	Advertising	4,604.92
73621	Grand Island Independent	Advertising	634.80
73622	Grand Island Utilities Dept	Electricity	49,374.93
73623	Mary Kathryn McFarland	Employee Training and Development Services	143.76
73624	Urban Superintenents Assoc of America	Dues and Fees	400.00
73625	Verizon Wireless	Distance Education and Telecommunications	432.08
73626	Ace Hardware	General Supplies	565.09
73627	Beth Klemme	Mileage Paid to Staff	56.82
73628	Cline Williams Wright Johnson	Contracted Legal Services	2,598.50
73629	DeLynn Margaret Karr	Travel	172.50
73630	Educational Opportunity Association Inc	Dues and Fees	80.00
73631	Grand Island Utilities Dept	Electricity	44,987.39
73632	Greater Nebraska Schools Assoc	Dues and Fees	4,250.00

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73633	Hiland Dairy Foods Company LLC	Milk	19,584.98
73634	Lakeshore Learning Materials	General Supplies	679.92
73635	Lisa Barkley	Professional Education Services	269.74
73636	Savvas Learning Company	Web Based Software	2,000.00
73637	UniFirst Corporation	General Supplies	534.52
73638	Verizon Wireless	Distance Education and Telecommunications	5,004.81
73639	Verizon Wireless	Distance Education and Telecommunications	546.35
73640	Verizon Wireless	Distance Education and Telecommunications	456.68
73641	Grand Island Public Schools	Miscellaneous Expenditures	145.79
73642	Office Depot	General Supplies	4,830.55
73643	Perry Guthery Haase & Gessford PC	Contracted Legal Services	1,974.00
73644	Quill Corporation	General Supplies	437.03
73645	Grand Island Utilities Dept	Electricity	44,449.81
73646	HyVee	Food	64.99
73647	Nitro Construction Inc	General Supplies	58.37
73648	Tom Dinsdale Chevrolet Cadillac	General Supplies	1,631.48
73649	UniFirst Corporation	Technical Services	397.17
73650	Wiper Towel Service	Technical Services	631.25
73651	Kidwell Inc	Equipment	40,830.00
73652	Angela Amack	Lobbyist Fees and Expenses	8,568.50
73653	Five Points Bank	General Supplies	303.50
73654	Five Points Bank	General Supplies	203.50
73655	Grand Island Utilities Dept	Electricity	70,844.47
73656	Idea Bank Marketing	Professional Services	179.00
73657	The Home Depot Pro	Custodial Supply Warehouse	34,879.54
73658	Accurate Labels Designs Inc	General Supplies	739.95
73659	Grand Island Independent	Books & Periodicals	127.75
73660	Grand Island Noon Rotary	Dues and Fees	200.00
73661	Grand Island Utilities Dept	Electricity	7,030.50
73662	League of Nebraska Municipalities-Util	Dues and Fees	180.00
73663	Legacy Outdoor Advertising LLC	Advertising	535.00
73664	Wayne State College	Dues and Fees	30.00
73665	Kamile Rathjen	Miscellaneous Expenditures	9.25
73666	Office Depot	General Supplies	829.39
73667	PowerSchool Group LLC	Web Based Software	17,374.24
73668	Quill Corporation	General Supplies	383.56
73669	Unite Private Networks LLC	Distance Education and Telecommunications	25,743.95
73670	Hiland Dairy Foods Company LLC	Milk	18,685.26
73671	Abante Marketing	General Supplies	910.87
73672	Abby Stoddard	Mileage Paid to Staff	43.01
73673	Ace Hardware	General Supplies	677.78
73674	ACP Direct	General Supplies	1,507.59
73675	Advanced Water Company Inc	General Supplies	316.56
73676	Agricultural Service	General Supplies	720.00
73677	AKRS Equipment Solutions Inc	General Supplies	145.29
73678	Allison Heiss	Mileage Paid to Staff	27.20
73679	Alpha Rehabilitation PC	Professional Education Services	520.00
73680	Amanda Blackburn	Mileage Paid to Staff	70.44
73681	Amanda Wilson	Technical Services	50.00
73682	Amazon Capital Services Inc	General Supplies	87.57
73683	American Alliance for Innovative Systems	Professional Education Services	5,960.00

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73684	American Fence Co Western Ne	Technical Services	5,786.00
73685	Amino Gedi	Technical Services	12.00
73686	Amy Hanna	Mileage Paid to Staff	4.95
73687	Amy Schneider	Mileage Paid to Staff	104.47
73688	Amy Sjoholm	Professional Services	1,185.85
73689	Amy Voss	General Supplies	164.90
73690	Andrea Simpson	General Supplies	30.00
73691	Andy Schneider	Mileage Paid to Staff	104.47
73692	Angela Runquist	Mileage Paid to Staff	18.28
73693	Ann Porter	Mileage Paid to Staff	11.32
73694	Anya Covarrubias	Mileage Paid to Staff	5.34
73695	April Franzen	General Supplies	49.95
73696	April Sundberg	Professional Services	318.75
73697	Aramark Uniform Services	Technical Services	1,087.85
73698	Ash Enterprises	Professional Services	2,225.00
73699	Ashley Tomjack	Mileage Paid to Staff	7.77
73700	Audrey Reimers	Professional Services	150.00
73701	AV Associates of Nebraska	Technology Supplies	1,512.00
73702	Awards Plus	General Supplies	555.67
73703	B & H Photo-Video Inc	Audio-Visual Materials	3,325.97
73704	B2 Environmental Inc	Technical Services	3,265.00
73705	Barbara Franke	Mileage Paid to Staff	11.78
73706	Barnes And Noble Bookstore	Books & Periodicals	698.25
73707	Beth Barlow	Professional Services	150.00
73708	Bio Rad Laboratories Inc	General Supplies	783.50
73709	Blick Art Materials	General Supplies	226.94
73710	Border States Industries Inc	General Supplies	4,232.71
73711	Bosselman Energy Inc	General Supplies	118.65
73712	Bremer Misty	Mileage Paid to Staff	51.92
73713	Brenda Alberts	General Supplies	40.75
73714	Brenda Anderson	Mileage Paid to Staff	52.73
73715	Brian Caspar	General Supplies	119.52
73716	Brittney Bills	Mileage Paid to Staff	12.88
73717	Brooke Wentzlaff	General Supplies	148.50
73718	Bryant Piano Service	Professional Services	297.00
73719	Builders Warehouse	General Supplies	543.95
73720	Business Telecommunication	Technical Services	380.00
73721	Cannon Moss Brygger & Assoc	Buildings	2,868.03
73722	Capstone	Web Based Software	1,299.00
73723	Carolina Biological Supply	General Supplies	21.73
73724	Carrie L Kolar	General Supplies	252.11
73725	Carrie Whitcomb	General Supplies	31.22
73726	CDW Government	Technology Software	33,689.67
73727	Celeste Mildenstein	Mileage Paid to Staff	37.72
73728	Cengage Learning	Books & Periodicals	6,330.00
73729	Central Confinement Service LLC	General Supplies	39,300.60
73730	Central Institute For The Deaf	Employee Training and Development Services	910.00
73731	Cgsmusic	Technical Services	536.85
73732	Charity LaBrie	Mileage Paid to Staff	44.71
73733	Christina M Vrooman	Mileage Paid to Staff	107.07
73734	Christina Mullins	Professional Services	150.00

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73735	Communications Engineering	Technical Services	106.00
73736	Communications Supply Corp	General Supplies	411.25
73737	Computer Hardware	Audio-Visual Materials	11,550.00
73738	Constance L Palu	Mileage Paid to Staff	31.05
73739	Construction Rental	General Supplies	2,101.73
73740	Control Services Inc	Buildings	27,388.56
73741	Copycat Instant Printing	General Supplies	4,444.36
73742	Cpm Educational Program	Books & Periodicals	46,286.18
73743	Crescent Electric Supply	General Supplies	1,644.82
73744	Culligan of Grand Island	Technical Services	35.70
73745	Curriculum Associates	Books & Periodicals	363.44
73746	Dan Petsch	Mileage Paid to Staff	108.68
73747	Daniel Phillips	Mileage Paid to Staff	66.87
73748	Dawn Deuel-Rutt	Mileage Paid to Staff	213.50
73749	Deborah Renae Meyer	Professional Services	150.00
73750	Deena Starman	Professional Services	150.00
73751	DeLynn Margaret Karr	Mileage Paid to Staff	20.41
73752	Demco	General Supplies	277.70
73753	Discount School Supply Order Dept	General Supplies	737.46
73754	DreamBox Learning Inc	Web Based Software	12,020.00
73755	Eakes Office Solutions	General Supplies	1,941.89
73756	Eberl Plumbing & Drain	Technical Services	746.25
73757	Educational Services Unit 2	Web Based Software	8,400.00
73758	Egan Supply Company	Custodial Supply Warehouse	2,428.70
73759	Elizabeth Lopez Rivas	Mileage Paid to Staff	8.68
73760	Emily Bieck	General Supplies	125.27
73761	Essential Personnel Inc	Cleaning Services	3,870.48
73762	Estella Abuelsheikh	Technical Services	18.00
73763	Fastenal	General Supplies	1,390.34
73764	Flinn Scientific	General Supplies	3,094.23
73765	Floor To Ceiling Store	General Supplies	2,452.08
73766	Follett School Solutions Inc	Books & Periodicals	1,470.28
73767	Fun Express LLC	General Supplies	544.11
73768	Gallup Inc	Professional Education Services	14,472.22
73769	Glendy Cervantes	Mileage Paid to Staff	14.61
73770	Global Med Industries LLC	General Supplies	3,880.90
73771	Grand Island Physical Therapy	Professional Education Services	44,347.76
73772	Grand Island Public Schools Nutrition Sv	Food	311.04
73773	Great Lakes Sports	General Supplies	1,485.27
73774	Grones Outdoor Power & Battery	General Supplies	522.76
73775	Gustave A Larson Company	General Supplies	6,455.52
73776	H L Flake Co LTD	General Supplies	170.77
73777	Hal Leonard Corporation	Web Based Software	1,950.00
73778	Hall County Community Collaborative	General Supplies	200.00
73779	Halli A Chramosta	Employee Training and Development Services	75.00
73780	Heather Alexander	Mileage Paid to Staff	129.61
73781	Heidi Dahlke	Professional Services	150.00
73782	Hesslgesser Electric	General Supplies	241.20
73783	Houghton Mifflin Harcourt Hm Receivables	Books & Periodicals	200.00
73784	Imagine Learning Inc	Miscellaneous Expenditures	150.00
73785	Insulation Systems Inc	Technical Services	209.34

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73786	Intermountain Lock & Supply Co	General Supplies	225.95
73787	Interstate All Battery Center	General Supplies	1,254.99
73788	IRIS Ltd,. Inc.	General Supplies	668.00
73789	Island Indoor Climate	Technical Services	195.00
73790	Island Sprinkler Supply	General Supplies	3,066.86
73791	Island Towing	Repairs and Maintenance Services	346.50
73792	Jackie Engel	Mileage Paid to Staff	25.58
73793	Jacqueline Juarez Meier	Mileage Paid to Staff	27.37
73794	Jami Lee Dutcher	Mileage Paid to Staff	2.87
73795	Janalee M Hudiburgh	Professional Services	100.00
73796	Jaycee Gentleman	Professional Services	150.00
73797	Jenny Lynn Rother	Mileage Paid to Staff	102.35
73798	Jessica Enck	Web Based Software	36.00
73799	Jill Valderaz	Mileage Paid to Staff	8.45
73800	John Schultz	Mileage Paid to Staff	104.47
73801	Johnathan Boyd	Mileage Paid to Staff	89.59
73802	Jolyne Zigler	General Supplies	99.92
73803	Joni Mayfield	Mileage Paid to Staff	166.80
73804	JP Boiler Service LLC	General Supplies	4,704.00
73805	Judith Grimes	Mileage Paid to Staff	28.46
73806	JW Pepper Son Inc	General Supplies	1,179.58
73807	K-Log Inc	General Supplies	398.54
73808	Kaplan Early Learning Co	General Supplies	344.89
73809	Karma L Lewandowski	Mileage Paid to Staff	116.95
73810	Karmyn R Barnes	Mileage Paid to Staff	46.11
73811	Katie Simorov	General Supplies	97.83
73812	Katie Wollenburg	Mileage Paid to Staff	5.69
73813	Kelly Supply Co	General Supplies	4,996.09
73814	Kenneth DeFrank	Mileage Paid to Staff	325.05
73815	Kevin M Liess	General Supplies	44.18
73816	Kevin Watson	Mileage Paid to Staff	13.80
73817	Kimberly Foley	Mileage Paid to Staff	49.79
73818	Kristin Watson	Mileage Paid to Staff	30.64
73819	Kristina Hirschman	Mileage Paid to Staff	71.12
73820	Lauren Schumacher	Mileage Paid to Staff	14.14
73821	Laurie Peterson	General Supplies	71.96
73822	LCL Truck Equipment Inc	General Supplies	76.89
73823	Learning A-Z	Web Based Software	2,413.85
73824	Learning Forward	Dues and Fees	50.00
73825	Leisa Gracia	Professional Services	150.00
73826	Lightspeed Technologies Inc	Audio-Visual Materials	2,721.00
73827	Lisa Barkley	Professional Education Services	716.19
73828	Literacy Resources LLC	Employee Training and Development Services	750.00
73829	Lockbox Services 856458	General Supplies	27.35
73830	Lrene Jo Braun	Professional Services	1,224.30
73831	Lynn Bender	Mileage Paid to Staff	31.91
73832	Madison Tibbetts	Mileage Paid to Staff	54.33
73833	Marcy R Krolikowski	Mileage Paid to Staff	9.20
73834	Marks Plumbing Parts	General Supplies	3,087.86
73835	Marla Rischling	Mileage Paid to Staff	90.85
73836	Marta Charlton	General Supplies	160.00

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73837	Marty Markvicka	Mileage Paid to Staff	35.53
73838	Mary Catherine Cairns	Mileage Paid to Staff	12.88
73839	Matheson Tri Gas Inc	General Supplies	318.97
73840	MC Dean	Technical Services	1,178.00
73841	Mead Lumber Company	General Supplies	53.84
73842	Mechanical Sales Inc	General Supplies	537.35
73843	Medco Sports Medicine	General Supplies	999.87
73844	Megan L Jaixen	Professional Education Services	8,910.00
73845	Melinda R Akin	Mileage Paid to Staff	13.86
73846	Melissa McDonald	General Supplies	87.00
73847	Melsen Striping LLC	Technical Services	2,316.00
73848	Menards	General Supplies	3,215.37
73849	Meredith Davis	Mileage Paid to Staff	32.89
73850	Michelle Stephens	General Supplies	11.00
73851	Micki Stark	General Supplies	90.13
73852	Midwest Alarm Services	Technical Services	7,344.00
73853	Midwest Connect LLC	General Supplies	609.00
73854	Midwest Restaurant Supply LLC	Technical Services	325.40
73855	Mindy Moyer	Professional Services	2,175.00
73856	Miranda Hansen	Mileage Paid to Staff	57.50
73857	Mosaic at Bethphage Village	Professional Education Services	3,111.36
73858	NAPA Auto Parts of Grand Island	General Supplies	157.74
73859	Nasco	General Supplies	985.92
73860	National Business Furniture	General Supplies	145.50
73861	NCTM	Books & Periodicals	91.02
73862	Nebraska Assoc of School Personnel Admin	Dues and Fees	25.00
73863	Nebraska Council of School Administrator	Dues and Fees	670.00
73864	Nebraska Council of School Administrator	Employee Training and Development Services	650.00
73865	Nebraska Dept Of Education	Employee Training and Development Services	20.00
73866	Nebraska FCCLA Association	Employee Training and Development Services	30.00
73867	Nebraska Fire Sprinkler Corp	Technical Services	187.00
73868	Nebraska Truck Center Inc	Repairs and Maintenance Services	594.26
73869	Nichole Nesvara	Mileage Paid to Staff	16.67
73870	O Hara Plumbing Co Inc	General Supplies	214.66
73871	O Keefe Elevator Co Inc	Technical Services	1,834.52
73872	One Source	Technical Services	1,609.00
73873	ORIGO Education Inc	Employee Training and Development Services	343.00
73874	Overhead Door Of Grand Island	General Supplies	187.00
73875	Painter Graphic Arts	Professional Services	600.00
73876	Patricia Costello	Professional Services	1,412.50
73877	Pearson Clinical Assessment	General Supplies	385.52
73878	Pitsco Inc	General Supplies	60.00
73879	Platte Valley Communications	General Supplies	10,098.65
73880	Pomp's Tire Service Inc	General Supplies	69.00
73881	Power Systems Inc	General Supplies	1,584.66
73882	Prime Communications Inc	Technology Software	2,807.50
73883	Priscilla Balasa	Mileage Paid to Staff	3.42
73884	Pro-Ed	General Supplies	96.80
73885	Productivity Inc	General Supplies	251.42
73886	Quality Signs and Designs Inc	Technical Services	2,880.00
73887	Quentin Zeller	Mileage Paid to Staff	104.48

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73888	Rachel Atkins	Mileage Paid to Staff	94.76
73889	Rachel Schiley	Mileage Paid to Staff	23.34
73890	Ramla Bakari	Technical Services	27.00
73891	Really Good Stuff Inc	General Supplies	147.78
73892	Really Great Reading Company LLC	General Supplies	3,430.00
73893	Reams Sprinkler Supply Co	General Supplies	12.09
73894	Rebecca Duran Meyer	Mileage Paid to Staff	46.97
73895	Rebekah Piel	Mileage Paid to Staff	19.26
73896	Redfield & Company Inc	General Supplies	1,707.28
73897	Rentokil North America Inc	Technical Services	3,984.00
73898	Rita Gauthier	Mileage Paid to Staff	12.47
73899	Roberts Pump & Supply Co	General Supplies	18.77
73900	Robin Richelle Seim	Professional Services	100.00
73901	Ronald G Hester	Mileage Paid to Staff	80.16
73902	Rons Music	Professional Services	360.00
73903	S & S Worldwide Inc	General Supplies	131.57
73904	Saffron Buettner	Technical Services	681.45
73905	SAME Group LLC	General Supplies	2,392.50
73906	Sapp Bros Petroleum Inc	General Supplies	1,473.50
73907	Sarah K Henry	Mileage Paid to Staff	20.52
73908	Scantron Corporation	General Supplies	395.80
73909	Scholastic Action	Books & Periodicals	260.98
73910	Scholastic Magazines	Books & Periodicals	2,008.52
73911	School Datebooks Inc	General Supplies	600.00
73912	School Health Corporation	General Supplies	5,765.76
73913	School Specialty Inc	Furniture and Fixtures	26,591.76
73914	SchoolLabels.com Inc	Miscellaneous Expenditures	459.99
73915	Sewer Rooter & Plumbing Inc	General Supplies	3,945.00
73916	Shannon Crosby	Professional Services	150.00
73917	Shelby Wallick	Mileage Paid to Staff	7.08
73918	Sherry Wabs	Professional Services	250.00
73919	Sherwin Williams Company	General Supplies	47.27
73920	Soliant Health LLC	Professional Education Services	32,275.27
73921	Standard Battery Inc	General Supplies	675.85
73922	Staples Business Credit	Instructional Materials Warehouse	77.98
73923	State Glass Inc	General Supplies	202.00
73924	State Steel Supply Co	General Supplies	1,268.20
73925	Suyapa Gonzalez	Mileage Paid to Staff	123.28
73926	Tammi K Garrels	Mileage Paid to Staff	8.63
73927	Teacher Direct	General Supplies	556.40
73928	The Home Depot Pro	Custodial Supply Warehouse	48,398.71
73929	The Prophet Corporation	General Supplies	1,516.09
73930	Titan Machinery Inc	General Supplies	37.16
73931	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	2,933.74
73932	Tonya Papineau	Mileage Paid to Staff	5.29
73933	Toofast Supply	General Supplies	255.00
73934	Tools of the Mind	Books & Periodicals	175.00
73935	Ultra Chem Inc	General Supplies	233.62
73936	UniFirst Corporation	Technical Services	533.44
73937	University Of Nebraska Omaha	Employee Training and Development Services	13,635.00
73938	US School Supply	General Supplies	85.10

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
73939	Valerie Chmelka	General Supplies	138.71
73940	Vernier Software & Technology	General Supplies	82.52
73941	Virco Inc	Furniture and Fixtures	5,999.28
73942	Wards Natural Science	General Supplies	112.24
73943	Waterboy Sports	General Supplies	1,012.00
73944	West Music Co	General Supplies	138.80
73945	Winsupply of Grand Island	General Supplies	5,259.11
73946	Yandas Music	General Supplies	1,181.17
73947	Ziller Tile Center	Technical Services	290.00
73948	Ace Hardware	General Supplies	2.97
73949	Carolyn Arends	Mileage Paid to Staff	35.02
73950	Cash-Wa Distributing	Nutrition Services Warehouse	74,249.62
73951	Chesterman Company	Soda	447.52
73952	Dayna Kush	Mileage Paid to Staff	46.00
73953	Diane P Meyer	General Supplies	50.00
73954	Dina Goscha	Mileage Paid to Staff	47.44
73955	Donald Batenhorst	Mileage Paid to Staff	16.56
73956	Ecolab Inc	Nutrition Services Warehouse	1,352.19
73957	Elvira Licon	Mileage Paid to Staff	1.73
73958	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	2,850.85
73959	Greenberg Fruit Company	Produce	12,756.04
73960	Helen Batenhorst	Mileage Paid to Staff	136.62
73961	Host Coffee	Nutrition Services Warehouse	91.36
73962	Insulation Systems Inc	Professional Services	2,855.00
73963	Janet Kuta	Mileage Paid to Staff	43.70
73964	Janet Starkey	Mileage Paid to Staff	3.80
73965	Kevin Harpham	Mileage Paid to Staff	35.94
73966	Kimberly Clegg	Mileage Paid to Staff	22.94
73967	Kris Spellman	Miscellaneous Expenditures	195.00
73968	LaJina M Dunning	Mileage Paid to Staff	21.56
73969	Lauren Rathman	General Supplies	24.99
73970	LeAnn Masat	Mileage Paid to Staff	11.73
73971	Lisa Moss	Mileage Paid to Staff	25.54
73972	Mary Macias	Mileage Paid to Staff	7.59
73973	Midwest Restaurant Supply LLC	Professional Services	2,444.02
73974	Pamela L Morriss	Food	39.44
73975	Pan-O-Gold Baking Co	Bread	3,118.78
73976	Pepsi-Cola Company	Soda	341.39
73977	Peterson Farms Fresh Inc	Produce	13,613.08
73978	Renee Schwieger	Mileage Paid to Staff	14.38
73979	School Nutrition Association	Dues and Fees	15.00
73980	Suzanne Marie Amerson	Mileage Paid to Staff	6.21
73981	Tara Fieldgrove	Mileage Paid to Staff	37.95
73982	Teresa Abuwisha	Mileage Paid to Staff	21.74
73983	Theresa McCarthy	Mileage Paid to Staff	35.94
73984	Tonya Rock	Mileage Paid to Staff	30.36
73985	Trina Corretjer	Mileage Paid to Staff	1.73
73986	US Foods - Grand Island	Nutrition Services Warehouse	25,139.06
73987	Yaquelin Yamileth Juarez	Mileage Paid to Staff	27.95
ACH	Computer Hardware	Technology Hardware	57,402.00
ACH	EAB Global Inc	Web Based Software	25,204.00

# Grand Island Public Schools

## Claims Listing

October 8, 2020

<u>Check No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
ACH	Forecast 5 Analytics Inc	Web Based Software	19,943.95
ACH	Grand Island Abstract Escrow & Title Co.	Land and Land Improvements	114,159.72
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	196,638.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	45,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	28,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	25,000.00
ACH	Holiday Express	Student Transportation	157,233.04
ACH	Holiday Express	Student Transportation Services	126,046.00
ACH	R8 Productions LLC	Equipment	22,123.99
ACH	R8 Productions LLC	Equipment	21,203.99
ACH	R8 Productions LLC	Equipment	23,051.99
ACH	Riverside Technologies Inc	Technology Hardware	249,255.00
ACH	Wells Fargo Equipment Finance Inc	Technical Services	8,781.03
ACH	Ziemba Roofing Co	Construction Services	206,878.31
		September Claims	2,784,455.08
		September 15, 2020 Payroll	8,470,432.05
			<u>11,254,887.13</u>

**GRAND ISLAND PUBLIC SCHOOLS  
Grand Island, Nebraska**

**STAFF ADJUSTMENT  
Addendum  
October 8, 2020**

**Salary Schedule Movement for the 2020-2021 School Year**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Samantha Amick	Social Worker/Engleman	BA to BA+09
Melissa Ellingson	Special Education Resource/Senior	BA+18 to BA+27
Jamie Finecy	Mathematics/Walnut	MA+09 to MA+18
Brooke Kruger	Speech & Language Pathologist/Barr	MA+18 to MA+27
Michael Lough	Art/Senior	BA to MA
Alexandra Tjaden	Fourth Grade/West Lawn	MA+09 to MA+18

**GRAND ISLAND PUBLIC SCHOOLS**  
**Grand Island, Nebraska**

**STAFF ADJUSTMENT**  
 October 8, 2020

**Certified New Hires**

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
James Boggs	Speech & Language Pathologist/.80 FTE/ West Lawn/.20 FTE/ Non Public	09/08/20 -10/27/20	MA+45 -11	UNK	Maternity leave B. Carraher
Suzanne Showers	Social Emotional Cognitive Learning Coach/.54 FTE plus 3 extended days/Virtual/Senior	09/08/20	MA+45 -11	UNL	Approved by Board

**New Hire/Extra Standard Assignment**

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Jeffrey Balz	Youth Sports Coordinator/.25 FTE/Senior	08/06/20	W. Ring
Jeffrey Balz	9th Grade Assistant Football/Senior	08/12/20	M. Lynn
Hannah Beck	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Lori Christensen	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Jeffrey Ehlers	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Renee Ekhoft	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Zebulen Elsbernd	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Alexus Fleharty	9th Grade Volleyball/Senior	08/12/20	A. Aldrich

**New Hire/Extra Standard Assignment (cont.)**

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Bret Forsman	Habitat House Stipend/Senior	08/06/20	Approved by Board
Brett Forsman	Senior House Stipend/Senior	08/06/20	Approved by Board
Teresa Goettsche	Virtual High School Program Coordinator/ Senior	08/12/20	Approved by Board
Taylor Graves	Head Varsity Softball/Senior	08/06/20	K.C. Hehnke
Patrick Gunther	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Brendon Hanaphy	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Kate Harders	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Brent Heikes	MS Assistant Boys Basketball/Barr	08/12/20	N. Stoddard
Tracy Jakubowski	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Haley Koeppe	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Elyssa Kohmetscher	JV Softball/Senior	08/06/20	S. Galusha
Elyssa Kohmetscher	MS Assistant Girls Basketball/Barr	08/12/20	J. Chmelka
Kathryn Langrehr	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Brittany LaPalme	MS Vocal Music/Walnut	08/06/20	J. Day
Aaron Lawrence	MS Vocal Music/Barr	08/06/20	A. Jacobs
Deborah Lawson	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Julie Markvicka	Virtual High School Program Coordinator/ Senior	08/12/20	Approved by Board

**New Hire/Extra Standard Assignment (cont.)**

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Laura McQuinn	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Lance Nelson	Varsity Assistant Baseball/Senior	08/06/20	B. Skalberg
Hien Nguyen	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Karen Piel	MS Assistant Volleyball/Barr	08/12/20	A. Friedel
Jacob Redman	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Leslie Reinke	Reserve Softball/Senior	08/12/20	J. Kramer
Barbara Richardson	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Bethany Schlegel	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Grant Seufferlein	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Ashley Shultz	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Matthew Shultz	Virtual High School Teacher/Senior	08/12/20	Approved by Board
Audrey Smalley	Virtual High School Teacher/Senior	08/12/20	Approved by Board
William Thompson	MS Head Wrestling/Barr	08/12/20	N. Roe
Jolyne Zigler	Virtual High School Teacher/Senior	08/12/20	Approved by Board

**Classified New Hires**

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Amanda Andrews	Special Education Paraeducator/Starr	.94	09/28/20	T. Hurley

**Classified New Hires (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Elisabet Cabrera	Paraeducator/Shoemaker	.94	09/08/2020	K. Blackburn
Richard Cervantes	Paraeducator/Howard	.94	08/24/2020	L Hinken
Iliany Cordovi Garces	Food Server/Gates	.44	09/23/2020	Y. Barnett
James DePaolo	Nutrition Services Assistant/Walnut Nutrition Services Assistant/Howard	.50 .19	09/16/2020	M. Macias T. Lorsung
Toni Dory	Assistant Custodian/Westridge	1.0	09/14/2020	J. Patrick
Larry Fox	Assistant Custodian/Senior	1.0	09/14/2020	L. Contreras
Callie Gits	Special Education Paraeducator/Jefferson	.94	09/08/2020	E. Contreras
Brandi Goodro	Crossing Guard/Starr	.31	09/16/2020	S. McMahan
Tonya Hurley	Special Education Paraeducator/Starr	.94	09/03/2020	A. Borgmann
Fonzia Jamea	Nutrition Services Assistant/Barr	.50	08/31/2020	P. Martinez
Holly Johnson	Special Education Paraeducator/Success Academy at Barr	.94	09/28/2020	A. Argueta Perez
Sherry Kahrhoff	CCFI Monitor/Districtwide	1.0	08/24/2020	Temporary position
Toni Kehm	Special Education Paraeducator/Jefferson	.94	09/28/2020	T. Dominick
Vanessa Leon	Special Education Paraeducator/West Lawn	.94	09/08/2020	S. Williamson
Jason Newman	CCFI Monitor/Districtwide	1.0	08/24/2020	Temporary position

**Classified New Hires (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Christian Nielsen	Assistant Custodian/Jefferson	1.0	09/28/2020	J. Molina
Hope Redmond	Special Education Paraeducator/Success Academy at Barr	.94	09/23/2020	P Hesselgesser
Angela Rodriguez	Paraeducator/Jefferson	.69	09/11/2020	A. Hartley/L. Wieser
Sheryl Schneiderheinz	Satellite Clerk/ Wasmer	.56	09/08/2020	S. Rapien
Danielle Shultz	Skills Academy Paraprofessional/Senior	.94	08/31/2020	D. Velasquez
Korlynn Trussell	Assistant Custodian/Westridge	1.0	08/24/2020	J. Welsh
Jill Valderaz	Preschool Paraeducator/Early Learning Center	.67	09/08/2020	D. Barr

**Certified Resignations**

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
NONE			

**Certified Extra Standard Resignations**

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Jeff Chmelka	MS Head Girls Basketball/Barr	Personal	05/26/20
Alyssa Jacobs	MS Vocal Music/Barr	Personal	05/26/20
Wendell Ring	Youth Coordinator/.25 FTE/Senior	Personal	05/26/20
Nathan Roe	MS Assistant Wrestling/Barr	Personal	05/26/20
Barry Skalberg	Varsity Assistant Baseball/Senior	Personal	05/26/20
Nicholas Stoddard	MS Head Boys Basketball/Barr	Personal	05/26/20
Kirby Wells	Reserve Football/Senior	Personal	05/26/20

**Classified Resignations**

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Cecilia Basulto del Pino	Nutrition Services Assistant/.88 FTE/CNC	New position	09/17/20
Karla Dacaret	Attendance Monitor/1.0 FTE/Walnut	New position	09/11/20
Brad Garcia	Special Education Paraeducator/.94 FTE/Senior	Job Abandonment	09/08/20
Patti Hesselgesser	Paraeducator/.94 FTE/Success Academy at Barr	Personal	05/22/20
Claire Hiegel	Special Education Paraeducator/.94 FTE/Seedling Mile	Personal	09/11/20

**Classified Resignations (cont.)**

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
John Hirschman	Network & Systems Administrator/1.0 FTE/ Admin. Bldg.	New position	09/04/20
Tonya Hurley	Special Education Paraeducator/.94 FTE/Starr	Personal	09/03/20
Arryana Irving	Special Education Paraeducator/.94 FTE/Walnut	Personal	09/03/20
Mary Lubken	Food Server/.47 FTE/Engleman	Personal	09/03/20
Heidi Nuncio	Special Education Paraeducator/.94 FTE/Engleman	Job Abandonment	09/03/20
Reva O'Brien	Head Food Server/.78 FTE/Gates	Personal	09/03/20
Ammie Panowicz	Crossing Guard/.31 FTE/Westridge	Personal	09/14/20
Christine Patterson	Skills Academy Paraprofessional/.94 FTE/Dodge	Personal	10/02/20
Kelly Ruiz	Satellite Clerk/.19 FTE/Howard/Nutrition Services Assistant/.44 FTE/Walnut	Did not start	09/08/20
Lea Ann Sharpe	Special Education Paraeducator/.94 FTE/West Lawn	Relocation	09/30/20

**Certified Changes**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Regina Ambroz	ELL/1.0 FTE/Howard	Kindergarten/1.0 FTE/Virtual	08/06/20	Change in assignment

**Certified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Vanessa Bartels	Third Grade/1.0 FTE/ Knickrehm	Second Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Brenda Bartu	Third Grade/1.0 FTE/ Wasmer	Fifth Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Marcy Burr	Fifth Grade/1.0 FTE/ Engleman	Kindergarten/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Patsy Cornelius	Fifth Grade/1.0 FTE/ Howard	Fourth Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Rebecca Duran Meyer	Social Worker/.70 FTE/ Knickrehm/.30 FTE/ Seedling Mile	Social Worker/.65 FTE/ West Lawn/.35 FTE/ Knickrehm	08/06/20	Change in assignment
Emma George	Third Grade/1.0 FTE/ Gates	Fourth Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Alacia Glandt	Social Worker/.50 FTE/ Gates/.50 FTE/Jefferson	Social Worker/.51 FTE/ Gates/.49 FTE/Jefferson	08/06/20	Change in assignment
Amy Hanna	Social Worker/.50 FTE/ Howard/.50 FTE/Jefferson	Social Worker/.53 FTE/ Howard/.47 FTE/Jefferson	08/06/20	Change in assignment
Cade Huncovsky	ELL/1.0 FTE/Wasmer	Second Grade/1.0 FTE/Wasmer	08/06/20	Change in Assignment
Tausha Jones	Fourth Grade/1.0 FTE/ Wasmer	Second Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Nichole Nesvara	Social Worker/.60 FTE/ Starr/.40 FTE/Stolley Park	Social Worker/.59 FTE/ Starr/.41 FTE/Stolley Park	08/06/20	Change in assignment
Amber O'Hara	Kindergarten/1.0 FTE/Wasmer	ELL/1.0 FTE/Wasmer	08/06/20	C. Huncovsky

**Certified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Lauren Rathman	Registered Dietitian/1.0 FTE/ 230 days/Admin. Bldg.	Registered Dietitian/1.0 FTE/ 260 days/Admin. Bldg.	08/16/20	Approved by Board
Kristin Schultz	Social Worker/1.0 FTE/ Lincoln	Social Worker/.48 FTE/ Lincoln/.52 FTE/Early Learning Center	08/06/20	Change in assignment
Lucia Scusa	Instructional Coach/1.0 FTE/ Engleman	Fifth Grade/1.0 FTE/ Virtual School	08/06/20	Change in assignment
Sally Smith	Social Worker/.50 FTE/ Shoemaker/.50 FTE/Wasmer	Social Worker/.60 FTE/ Shoemaker/.40 FTE/Wasmer	08/06/20	Change in assignment
Leah Townsend	Fourth Grade/1.0 FTE/Dodge	Third Grade/1.0 FTE/Virtual School	08/06/20	Change in assignment
Michelle Walker	Social Worker/1.0 FTE/ Dodge	Social Worker/.77 FTE/ Dodge/.23 FTE/Seedling Mile	08/06/20	Change in assignment

**Certified Changes/Extra Standard Assignments**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Lacey Follmer	MS Program Sponsor/ .50 FTE/Westridge	MS Program Sponsor/ 1.0 FTE/Westridge	08/06/20	E. Aksamit
Scott Galusha	JV Softball/Senior	Varsity Assistant Softball/ Senior	08/06/20	Unfilled position
Kelli Jeffries	MS Assistant Boys Basketball/ Barr	MS Head Boys Basketball/ Barr	08/06/20	N. Stoddard's Head Coaching

**Certified Changes/Extra Standard Assignments (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Micheal Lynn	9th Grade Assistant Football/ Senior	9th Grade Head Football/ Senior	08/06/20	G. Boyer
Marty Markvicka	MS Assistant Girls Basketball/ Barr	MS Head Girls Basketball/ Barr	08/06/20	J. Chmelka Head Coaching
Geoff Muchow	MS Head Wrestling/Barr	MS Assistant Wrestling/Barr	08/06/20	Change in assignment

**Classified Changes**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Blanca Almaguer	Food Server/.56 FTE/Dodge	Food Server/.63 FTE/Dodge	09/01/20	Student need
Yolanda Barnett	Food Server/.50 FTE/Gates	Head Food Server/.78 FTE/ Gates	09/08/20	R. O'Brien
Kerri Blackburn	Paraeducator/.94 FTE/ Shoemaker	Paraeducator/.50 FTE/ Shoemaker	09/01/20	T. Kucera
Trisha Dominick	Special Education Paraeducator/.94 FTE/ Jefferson	Special Education Paraeducator/.94 FTE/Dodge	08/31/20	S. Placzek
Callie Gits	Special Education Paraeducator/.94 FTE/ Jefferson	Behavior Paraprofessional/ 1.0 FTE/Districtwide	09/08/20	K. Martikainen

**Classified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Martha Petersen	Food Server/.59 FTE/ West Lawn	Food Server/.59 FTE/ West Lawn/Dishwasher/ .31 FTE/CNC	09/08/20	K. Hinds
Martha Petersen	Food Server/.59 FTE/ West Lawn/Dishwasher/ .31 FTE/CNC	Food Server/.59 FTE/ West Lawn	09/18/20	Employee request

**Certified Special Assignment**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Alex Niederklein	Counseling Department Chair/Senior	08/06/20	M. Luthi-Placke
Suzanne Showers	Ph. D. Stipend/.54 FTE/Virtual/Senior	09/08/20	Ph. D.
Matthew Shultz	Social Studies Department Chair/Senior	08/06/20	R. Kissack

**Salary Schedule Movement for the 2020-2021 School Year**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Cooper Anthony	Special Education Resource/Senior	BA to BA+09
Julie Armstrong	ELL/Jefferson	BA+36 to MA
Alex Asche	Mathematics/Senior	BA to BA+09
Tara Baker	ELL/Senior	MA+27 to MA+36
Jeffrey Balz	Social Studies/Senior	BA to BA+09
Emily Bieck	First Grade/Jefferson	BA to BA+09
Leah Borer	Science/Senior	MA to MA+09
Nicole Brandt	Special Education Resource/Wasmer	BA+18 to BA+27
Elizabeth Butters	English/Senior	MA+36 to MA+45
Kyle Carder	Business/Senior	MA+09 to MA+18
Barry Carlson	English/Westridge	MA+09 to MA+18
Michelle Carter	Fifth Grade/Dodge	MA+09 to MA+18
Chelsi Christensen	Second Grade/Knickrehm	BA to BA+09
Paul Cloutier	Social Studies/Senior	MA+18 to MA+27
Ashley Collins	Third Grade/Jefferson	MA+18 to MA+27
Trevor Cornelius	Fifth Grade/Knickrehm	MA to MA+09

**Salary Schedule Movement for the 2020-2021 School Year (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Jennifer Dozler	Kindergarten/Starr	MA+09 to MA+18
Matthew Dunker	Science/Barr	BA to BA+09
Rebecca Duran Meyer	Social Worker/Knickrehm/West Lawn	MA+09 to MA+18
Michaela Ellis	Third Grade/Newell-Virtual	BA+09 to BA+18
Jessica Enck	Early Childhood/Lincoln	MA to MA+09
Alex Fahey	Special Education Resource/Senior	BA+09 to BA+18
John Faxon	Fifth Grade/Jefferson	BA to MA
Ashley Feik	Fourth Grade/Howard	BA+18 to MA
Clinton Felber	Physical Education/Barr	BA+09 to BA+18
Morgan Foltz	Special Education Resource/Walnut	BA+09 to BA+18
Stephanie Frankforter	ELL Curriculum & Instruction Specialist/ All Elementary	MA+18 to MA+27
Emma George	Fourth Grade/Gates-Virtual	BA to BA+09
Debra Glover	Counselor/Howard	BA+27 to BA+36
Astrid Guerrero	Kindergarten/Howard	MA+09 to MA+18
Sarah Haahr	SECL Coach/SPED	MA+09 to MA+18
Nathan Helzer	Vocal Music/Barr	MA+36 to MA+45

**Salary Schedule Movement for the 2020-2021 School Year (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Jadyn High	Fourth Grade/Engleman	BA to BA+09
Carly Hirchert	Health/Senior	BA to BA+09
Christopher Holton	Art/Senior	MA to MA+09
John R Jacobs	Music/Shoemaker	BA+09 to BA+18
Amanda-Jo Johnson	Special Education Resource/Gates	BA+09 to BA+18
Grant Jonas	Social Studies/Senior	BA to BA+09
Tausha Jones	Second Grade/Wasmer/Virtual	MA to MA+09
Nikole Kasperbauer	Fifth Grade/Dodge	MA to MA+09
Emily Kiolbasa	Speech & Language Pathologist/Walnut	MA to MA+09
Rochelle Knapp	Counselor/Wasmer/Seedling Mile	MA to MA+09
Kenzie Kneeland	Third Grade/Gates	BA+09 to BA+18
Megan Knuth	Skills Academy High School/Senior	BA+18 to BA+27
Fallon Kostbahn	Kindergarten/Engleman	BA+18 to MA
Adam Kreifels	First Grade/Wasmer	MA to MA+09
Tad Kruger	Social Studies/Westridge	BA+27 to BA+36
Seung Lee	Science/Senior	MA to MA+09

**Salary Schedule Movement for the 2020-2021 School Year (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Keo Rea Leiser	Fifth Grade/Jefferson	BA+18 to BA+27
Hannah Luber	Second Grade/Starr	MA+09 to MA+18
Kimberly Madison	Mathematics/Walnut	MA+18 to MA+27
Julie Markvicka	Success Academy	MA+27 to MA+36
Brittney Martin	Third Grade/Stolley Park	MA+09 to MA+18
Allissa Marty	Special Education Resource/Dodge	BA to BA+09
Breanna McDonald	Kindergarten/Jefferson	MA+09 to MA+18
Mary McDowell	Fifth Grade/Gates/Virtual	MA to MA+09
Ashley Meyer	Mathematics/Westridge	BA+18 to BA+27
Abigail Miller	First Grade/Jefferson	BA to BA+09
Julie Molt	Special Education Resource/Gates	BA+18 to BA+27
Ethan Moseman	Science/Senior	BA to BA+09
Sarah Nedrig	Vocal Music/Howard/Jefferson	MA+18 to MA+27
Lance Nelson	Special Education Resource/Senior	MA+09 to MA+18
Taylor Nichols	Counselor/Engleman	BA+36 to MA
Jacob Peitzmeier	Mathematics/Senior	MA to MA+09

**Salary Schedule Movement for the 2020-2021 School Year (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Lauren Peitzmeier	Fourth Grade/Stolley Park	BA+27 to MA
Tara Peterson	Kindergarten/Howard	MA+18 to MA+27
Michele Pittman	Special Education Resource/Westridge	MA+09 to MA+18
Jacob Redman	Social Studies/Senior	MA to MA+09
Tyler Richardson	ELL/Dodge	BA to BA+09
Shannon Ripp	Science/Barr	MA+27 to MA+36
Chelsey Ruzicka	Second Grade/Newell	BA+09 to MA
Courtney Salmon	Early Childhood/Early Learning Center	BA+09 to MA
Taylor Sandoe	Special Education Resource/Walnut	BA to BA+09
Tonia Schmall	Third Grade/Starr	MA to MA+09
Nicole Schulte	Counselor/Westridge	MA+27 to MA+36
Bobby Simpson	Social Studies/Senior	BA to BA+09
Jessica Snoberger	English/Barr	MA+36 to MA+45
Shannon Strand	First Grade/Lincoln	MA to MA+09
Aleta Thomas	ELL/West Lawn	BA+09 to BA+18
Loria Lei Thunker	Gifted Specialist/Shoemaker & Wasmer	MA+18 to MA+27

**Salary Schedule Movement for the 2020-2021 School Year (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Ashlee Twohig	Fifth Grade/Engleman	BA+09 to BA+18
Tammy Verba	Kindergarten/Gates	MA+27 to MA+36
Chris Vrooman	Lead Nurse/Walnut	BA+09 to MA
Kirby Wells	Special Education Resource/Senior	BA+18 to BA+27
Rebecca Zakrzewski	Kindergarten/Starr	MA to MA+09
Adam Zlomke	Business Education/Senior	MA to MA+09

The Superintendent recommends adoption of the Staff Adjustment on the consent agenda

## Grand Island Public Schools

### Fund Balances

Fiscal Year: 2020-2021

Month: September

Year: 2020

Fund Type:

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$26,130,902.55	\$10,848,864.09	(\$10,097,156.98)	\$0.00	\$26,882,609.66
02	Depreciation	\$1,467,189.42	\$0.00	(\$579,456.83)	\$0.00	\$887,732.59
03	Employee Benefit	\$3,109,831.94	\$20.46	\$0.00	\$0.00	\$3,109,852.40
04	Contingency	\$1,056,207.38	\$0.13	\$0.00	\$0.00	\$1,056,207.51
05	Activities	\$2,090,257.79	\$334,406.74	(\$214,838.22)	\$0.00	\$2,209,826.31
06	School Nutrition	\$1,105,134.25	\$58,277.74	(\$546,898.48)	\$0.00	\$616,513.51
07	Bond	\$7,134,593.21	\$1,817,831.51	\$0.00	\$0.00	\$8,952,424.72
08	Special Building	\$4,679,041.04	\$97,192.50	(\$117,027.75)	\$0.00	\$4,659,205.79
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$291,577.49	\$0.00	\$0.00	\$1,140,598.76
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$48,429,307.24	\$13,448,170.66	(\$11,555,378.26)	\$0.00	\$50,322,099.64

End of Report

GRAND ISLAND PUBLIC SCHOOLS

8514 MEDICATIONS IN SCHOOL

The Grand Island Public Schools believes that the primary responsibility for administering medication lies with the parent and physician. The district also recognizes that certain situations may exist in which it is necessary for medicines to be administered during the school day. Medication means any prescription or nonprescription drug intended for treatment or prevention of disease or to affect body function in humans. As such, the following conditions will apply:

- 1) The school administrator or designee will dispense any medication that is approved by the Food and Drug Administration, and may lawfully be sold over the counter without a prescription only with the written consent and instruction of the student's parent or guardian. Such medication will not be supplied by the district. Such medication will be provided in the original container and be properly labeled. Medications that are not approved by the Food and Drug Administration, including but not limited to herbal remedies, essential oils, dietary supplements and naturopathic medicines, will not be administered by the school district. The use of essential oils or essential oil diffusers will not be permitted in district facilities by students, staff or visitors. Essential oils and/or diffusers may cause student and staff health problems.
- 2) The school administrator or designee will dispense prescription medication that is approved by the Food and Drug Administration only with the written consent of the parent or guardian *and* with instructions of the prescribing physician. Except as noted in item 3 below, district personnel will not administer prescription medication unless it is brought to school in the prescription container, properly labeled, with the student's name, the physician's name and directions for administering.
- 3) With appropriate control procedures, the District may provide and personnel may administer certain medications for emergency and life-threatening events.
- 4) Students with asthma, anaphylaxis, or diabetes will be permitted to self-manage such medical conditions upon:
  - Development of an asthma, anaphylaxis, or diabetes medical management plan (GIPS Individualized Healthcare Plan-IHP) for the student which includes:
    - Authorization of the student's physician or other health care professional who prescribed the medication for treatment of the student's condition.
    - Receipt of a signed no liability statement from the parent or guardian

Students with such a medical management plan may possess the necessary medication to manage their medical condition upon the conditions established in the plan and not be subject to discipline for such possession. If the student uses or allows the medication to be used for any reason other than as prescribed or as provided in the plan or possesses the medication other than as provided in the plan the student shall be subject to discipline in accordance with the student conduct and drug-free school policies.
- 5) With written consent of the parent or guardian, the physician may be contacted by administration if further information is necessary.

Staff members shall not refer students to physicians for the purpose of recommending that a student receive medication. In addition, staff members shall not make such recommendations to parents. In situations in which physical or emotional dysfunction seems to exist, staff may recommend only that parents consider a medical examination for the student.

Legal Reference: Neb. Rev. Stat. § 71-6721 Medication Act, Terms, defined

GRAND ISLAND PUBLIC SCHOOLS

Neb. Rev. Stat. §§ 79-224 and 79-225

Policy Adopted–November 3, 1980

Policy Revised–June 8, 1992

Policy Revised–1-10-02

Policy Revised-12-11-03

Policy Revised 6-10-04

Policy Revised 7-13-06

Policy Revised: 09.09.2016

Policy Revised: 05.1.2017

Policy Reviewed: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

**8514.1 Grand Island Public Schools  
Parental Consent for Medication**

In accordance with School District of Grand Island Board Policy 8514, I give permission to administer the medication described below.

I understand that over-the-counter medication (such as aspirin, non-aspirin, antacids, cough medication, or throat lozenges) must be provided by the parent, must be in the original container and must be accompanied with parent instructions for administration. Medications that are not FDA approved, including but not limited to, herbal remedies, essential oils, dietary supplements and naturopathic medicines, will not be dispensed by the school district.

Prescription medication must also be in the original container and properly labeled with the student's name, the name of the medication, the dosage and times to be given, and name of the prescribing physician. Prescribed treatments will be described on a written prescription from the physician. The school nurse will contact the physician listed below if there are medical concerns with the treatment prescription.

All medications to be administered shall be stored at the school nurse's office or other secure location throughout the day. Except under conditions specified in item three of policy 8514, no medication will be administered without the completion of this form and the signature of the parent or guardian.

I understand that the prescribing physician may be contacted for further information.

\_\_\_\_\_

Student

\_\_\_\_\_

Grade

\_\_\_\_\_

Medication

\_\_\_\_\_

Name of Physician

\_\_\_\_\_

Signature of Parent or Guardian

\_\_\_\_\_

Date

Instructions for administering FDA approved over-the-counter medication:

Please list any allergy to medication or other concerns:

**8514.1 Escuelas Públicas de Grand Island  
Consentimiento de los Padres para el Medicamento**

De acuerdo con la Póliza del Comité Escolar del Distrito de Grand Island 8514, doy permiso de administrar el medicamento descrito a continuación.

Entiendo que los medicamentos de venta libre (tales como aspirina, no aspirina, antiácidos, medicamentos contra la tos o pastillas para la garganta) deben ser proporcionados por el padre, deben estar en el envase original y deben ir acompañados con las instrucciones de los padres para la administración. Los medicamentos que no están aprobados por FDA, incluyendo pero no se limitan a remedios herbales, aceites esenciales, suplementos dietéticos y medicamentos naturopáticos, no serán administrados por el distrito escolar.

El medicamento recetado también debe estar en el envase original y estar debidamente etiquetado con el nombre del estudiante, el nombre del medicamento, la dosis y la hora que se debe dar y el nombre del médico que lo receta. Los tratamientos prescritos se describirán en una receta escrita por el médico. La enfermera de la escuela se comunicará con el médico indicado abajo si hay preocupaciones médicas con la receta del tratamiento.

Todos los medicamentos que se administraran se aguardaran en la oficina de la enfermera de la escuela u otro lugar seguro durante todo el día. Excepto en las condiciones especificadas en el artículo tres de la póliza 8514, no se administrara ningún medicamento sin completar este formulario y la firma del padre o tutor.

Entiendo que el médico que prescribe puede ser contactado para obtener más información.

\_\_\_\_\_  
Estudiante

\_\_\_\_\_  
Grado

\_\_\_\_\_  
Medicamento

\_\_\_\_\_  
Nombre del Médico

\_\_\_\_\_  
Firma del Padre o Tutor

\_\_\_\_\_  
Fecha

Instrucciones para administrar medicamentos sin receta aprobados por FDA:

Por favor indique cualquier alergia a medicamentos u otras preocupaciones:

8530 SAFETY AND GENERAL WELFARE

The Grand Island Public Schools is committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Superintendent or the Superintendent's designee.

The Superintendent, or designee, is designated as and shall serve as the primary liaison between emergency personnel and the District in the event of an incident. The Superintendent, or designee, shall designate individuals within each building to serve as a liaison between emergency personnel and the District in the event of an incident. The Superintendent, or designee, shall inform emergency personnel of the persons designated as liaisons.

The Superintendent, or designee, shall ensure that emergency drills are conducted at least as often as required by law, including fire drills conducted at least once a month with one additional drill being conducted during the first 30 days of school, tornado drills conducted at least once during the first two weeks of school and at least once during the month of March, and bus evacuation drills conducted at least two times during the school year involving all students and appropriate staff.

The Superintendent, or designee, shall ensure that, in the event of an emergency, the District has methods of communication to reach all internal and external stakeholders and that the District has a plan for public communication to gather, verify, coordinate, and disseminate information during an incident.

The Superintendent, or designee shall ensure that multi-hazard training is provided for specified employees in required areas to comply with local, state, and federal regulations, as well as non-required areas to improve safety within the District.

Safety Committee

A Safety Committee is hereby created. The Superintendent, or designee, shall coordinate and maintain the Safety Committee. The Safety Committee will be made up of community stakeholders willing to serve on the Committee. The following members of the community are asked to serve on the Safety Committee: parents, law enforcement and local first responder professionals, teachers, administrators, mental health professionals, custodians, school nurses, local emergency managers, IT managers, and school transportation personnel.

The Safety Committee shall meet at least annually to review safety standards and protocols. The Safety Committee may designate subcommittees to report to the Safety Committee.

The Safety Committee shall:

- Prepare and communicate with local authorities (e.g., fire, police, school resource officers, rescue, and emergency management personnel) at least annually. Such communications shall include collaborations with local authorities to identify and address safety and security issues.
- Consider, develop and implement guidelines for event and incident management. Such guidelines shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.
- Consider, develop and implement standard response and practice procedures for emergency situations, such as lock downs, lock outs, evacuations and shelter. Such procedures shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.

## GRAND ISLAND PUBLIC SCHOOLS

Such procedures shall include a plan to identify and document crisis communication procedures with the following stakeholder groups: emergency responders, employees, students, parents/guardians, media, and others as needed. Such procedures shall also provide information to staff to empower staff to initiate protection actions, when appropriate.

- Take any reasonably necessary steps to ensure that the District is in compliance with all applicable fire and life safety codes.
- Take any reasonably necessary steps to ensure that the District has standardized and visible interior and exterior signage for emergency responders.
- Consider, develop and implement strategies and processes to assess observable, positive relationships between students and employees and students and other students.
- Consider, develop and implement strategies and processes to create a respectful, positive, and safe environment conducive to learning.
- Consider, develop and implement procedures to monitor school safety and security protocols for off-campus school sponsored events.
- Consider, develop and implement a student assistance process where problem solving can occur and intervention strategies are recommended and implemented.
- Consider, develop and implement a plan for behavioral threat assessments and conducting threat assessment protocols using trained staff.
- Consider, develop and implement safety and security procedures to monitor before and after-school activities, including other facility users.
- Identify mental health resources and use such resources when appropriate.
- Ensure that procedures are in place that require all District employees to participate annually in at least one hour of suicide prevention training.
- Ensure that all school buildings have designated multiple evacuation assembly locations for each building, and that staff and students within each building are aware of said locations.
- Review the District's bullying policy and student dating violence policy at least annually and recommend to the Board any proposed changes to the District's bullying policy and/or student dating violence policy.
- Consider, develop and implement a protocol for an annual inventory of all chemicals (e.g., classrooms, custodial, buildings, and grounds), proper storage, and disposal of unused or outdated chemicals.
- Ensure that the District maintains immunization records for all students and uses the data for health and safety of students, when appropriate.
- Conduct a District-wide safety and security self-assessment for each building.
- Conduct a safety audit on an annual basis.
- Review at least annually the District's policies and protocols on active supervision throughout school buildings and campus, and recommend any changes in policies or protocols to the Board.
- Review at least annually the District's policies and protocols on security and visitors (including visitors in specialized areas, such as prekindergarten areas, playgrounds, science labs, and so forth) in school buildings, and compare the District's policies and protocols with guidance issued by the Readiness and Emergency Management for Schools Technical Assistance Center (REMS-TA), and recommend any changes in policies or protocols to the Board.
- Conduct a performance review of emergency drills and suggest any changes, when appropriate.
- For any safety and security procedures or protocols, review said procedures and protocols to ensure that such procedures and protocols accommodate individuals with special needs.
- Consider, develop and implement procedures supporting academic, physical, operational and psychological/emotional aspects of an incident, after an incident occurs. Such procedures shall ensure that students and employees are supported and given an opportunity to address psychological and emotional health needs after an incident. Such procedures shall also ensure that resource requests and management of the incident be conducted in a way that supports the psychological and emotional needs of students and staff after an incident. The Committee shall explore mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas, and make any recommendations to the Board.
- Adopt and maintain an effective written Injury Prevention Program for the District.

## GRAND ISLAND PUBLIC SCHOOLS

The Safety Committee shall maintain documentation of its compliance with this policy.

Legal Reference: Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 10, Rule 10 Accreditation of Schools, 011.01b, c, d, e, f, g (Seclusion and Restraints, Bullying, Dating Violence); 79-2,137 (Bullying); 79-2,138 to 79-2,142 (Dating Violence); 79-2,146 (Suicide Awareness, 2015-2016); Criminal Code Sec. 28-318 (Sexual Harassment); Nebraska Department of Education Title 92 Nebraska Administrative Code, Chapter 11, Rule 11 Accreditation of Schools, 004.11g (Pre-K CPR and First Aid) Neb. Rev. Stat. §§ 48-443 to 48-445

### 8530.1 Safety and Security Precautions in Schools

Policy Adopted - November 3, 1980

Policy Revised: 2-2-98

Policy Revised: 11.08.2012

Policy Revised: 05.11.2017

Policy Revised: 06.14.2018

Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: wstelk@gips.org  
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

**8530.1 Safety and Security Precautions in Schools**

Revised ???.???.??

**1. Classroom Doors:**

The classroom door shall remain locked and closed throughout the school day. All teachers, subs and para-educators shall have a school I.D. badge with a classroom key. A locked door is a proven deterrent to an intruder.

Classroom doors and doors of any room where staff work with students must have a window. The purpose of the window is for the safety and protection of students and staff. If your room does not have a window, notify your principal so one will be installed. Classroom door windows shall not be covered during classroom instruction.

Doors with self-closures are generally fire doors and are designed to be closed to prevent the spreading of a fire.

**2. Exterior doors:**

Exterior doors shall be locked during the school day. When an exterior door is locked, do not prop the door open with any object.

**3. Classroom Artwork and Teaching Material:**

Wall displays of child art and/or teaching aids attached to the wall surface cannot cover more than **20 percent** of usable space of that wall surface. The display must be flat on the wall using **Mavalus** tape and must not be three-dimensional.

**4. Hanging Teaching Aids, Child Prepared Artwork, etc. from the Ceiling:**

State Law prohibits the hanging anything from a ceiling light fixture, fire alarm sensors, fire strobe lamps, sprinkler heads or overhead pipes. Teaching Aids and child prepared art work may be hung from the ceiling, but they will be included in the **20 percent** of usable space of the ceiling, cannot hang any closer than **7 feet** to the floor and **24 inches** below the ceiling.

**5. Area “Play Tents” and Canopies in Classrooms:**

Play tents, canopies and tarps would likely block the fire sprinkler system in the event of a fire and are not allowed in the classroom.

**6. Personal Items, Fire Hazards and other Hazards:**

Personalized furniture must have approval from the building administrator.

Candles, the burning of incense or other types of flames is a fire hazard and may not be in the classroom. Plug-in scented oil warmers, candle warmers and wax melting devices create heat and create a burn risk, and are prohibited from being in the school building.

**The use of essential oils or essential oil diffusers will not be permitted in district facilities by students, staff or visitors. Essential oils and/or diffusers may cause student and staff health problems.**

Any alterations of devices, whether they be light switches, outlets, light fixtures, or electrical panels are to pass National Electric Code standard and the Life Safety Standard of the National Fire Code. The placing of a shield over a manufactured installed light fixture is an unapproved alteration under those codes and prohibited in the school building.

Cleaning supplies are provided to you through the school district and custodial staff is trained to use approved cleaning supplies. Please refrain from bringing cleaning chemicals from your home.

**7. School Identification badges:**

School identification badges are to be worn at all times when you are on duty. Wear the school identification badge on your upper body so the identification is visible.

**8. School owned and personally owned electronic equipment:**

The school district will provide you a safe extension cord with a surge protector. An extra extension cord added to the surge protector can cause the wire to overheat and defeats the purpose of the surge protector. Make sure the district issued extension cord is not a trip hazard. The school district will provide you with cord covers. Please do not use any extension cords from home.

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Personal electronic equipment such as refrigerators, microwaves, toasters, heaters and coffee pots are not permitted in classrooms. Our primary concern is the safety of students and a secondary concern is energy savings. A group of staff may request permission from the principal to share a device when the break room is a distance from the classroom.

All computers and other electronic devices are to be shut off/down every day when the schoolroom is vacated.

## 8655 STUDENT CONCUSSIONS

The Grand Island Public Schools supports student participation in **school and** activities. This policy expects staff and parents to follow the procedures outlined below to ensure the safety of students who have experienced a concussion or who present possible symptoms for concussion. These procedures include students incurring a concussion while participating in a school sponsored activity **or a student diagnosed by a physician as having a concussion.**

### Training

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school activity teams and **nurse supervisors.**

### Education

The Superintendent or designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

- a. the signs and symptoms of a concussion;
- b. the risks posed by sustaining a concussion;
- c. the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches; and
- d. Impact Testing for middle school and high school students participating in high impact sports

### Response to Concussions

- a. **Removal.** A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. **Any parent or guardian who suspects a student has sustained a concussion is expected to immediately notify district coaches or administrators of the injury. Students who suspect they have sustained a concussion shall immediately make such notification.**
- b. **Return-to-Play.** A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed health care professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed health care professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed health care professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school is not required to determine or verify the individual's qualifications.

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- c. Parent Notification. If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or designee of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.
  
- d. Return to Learn Protocol  
Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The Grand Island Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom and accompanying Appendix<sup>2</sup> (<http://www.education.ne.gov/sped/birsst/BRIDGING THE GAP Booklet plus Appendices.pdf>), as the return to learn protocol, with the recognition that each student who has sustained a concussion will require an individual response. (This resource is also located on the GISH Website and Intranet; and on the GIPS District Website and Intranet)

Responsibility of Coaches

Coaches shall comply with this policy and apply their safety and injury prevention training. A coach who fails to do is subject to disciplinary action, including but not limited to termination of employment.

Students and Parents

It is recognized that **administrators and** coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury while participating in a school sponsored activity **or a student diagnosed by a physician as having a concussion** to the student's **administrator and/or** coaches on a timely basis.

Legal Reference:           Neb. Rev. Stat. §§ 71-9102 to 71-9106

Policy Adopted: 11.14.2011

Policy Revised: 12.11.2014

Policy Revised: ???.???.??

## 1310 NONDISCRIMINATION

The Grand Island Public Schools is committed to a policy of nondiscrimination. Helping students and staff to develop an awareness and appreciation for the achievements, problems, and aspirations of all people in our culturally diverse society is essential to this end. Our goal is to create a learning environment free of discrimination.

The district will establish and maintain an atmosphere in which all persons will exhibit the following:

- (a) Respect for the individual regardless of economic status, intellectual or physical ability, race, color, religion, national origin, ethnicity, sex or gender, sexual orientation, marital status, veteran status, pregnancy, childbirth or related medical condition, or age,
- (b) Respect for cultural differences,
- (c) Respect for economic, political, and social lives of others, and
- (d) Respect for the right of others to seek and maintain their own identities.

The district will comply with regulations implementing Title IX of the educational amendments of 1972 which state the following:

"No persons in the United States shall on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any educational program receiving federal financial assistance...."

The district will further comply with regulations implementing Section 504 of the Rehabilitation Act of 1973, which states in part:

"No otherwise qualified individual with handicaps ...shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program...."

The district will further comply with regulations implementing Title VI of the Civil Rights Act of 1964, which states in part:

"...no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program...."

Additionally, the district will comply with the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat §79-2,114 to §79-2,124 [Reissue 1996]), and amendments thereto, which act states in part that it shall be an unfair or discriminatory practice for any public education institution to discriminate on the basis of sex, the pregnancy of any person, the marital status of any person, or the condition of being a parent.

No student will be treated differently on the basis of sex, race, color, national origin, disability, pregnancy, marital status, or the condition of being a parent, in the context of an educational program or activity, so as to interfere with or limit the ability of the student to participate in or benefit from services, activities, or privileges of the district unless there is a legitimate, non-discriminatory reason to do so.

The district will examine thoroughly all parts of the curriculum to be sure that it emphasizes positive human relationships. The instructional materials used in the schools must accurately portray the history, contributions, and culture of the various ethnic groups of our society. The district will develop programs that will increase the awareness of students, parents, and citizens of the cultural diversity of others.

The district will continue to promote good human relations by removing all messages of prejudice and discrimination in employment, assignment, and promotion of personnel; in location and use of facilities; in curriculum development and instructional materials; and in the availability of programs for children.

Conduct which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment will not be tolerated. Any act of harassment by either staff or students will result in disciplinary action.

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This policy will be referenced in all staff and student handbooks and posted in a place of prominence in all district facilities.

References: *Title IX, Education Amendments of 1972*  
*Title VI of the Civil Rights Act of 1964, as amended*  
*Age Discrimination in Employment Act of 1975*  
*Section 504 of the Rehabilitation Act of 1973*  
*Title II, Americans with Disabilities Act of 1990*  
*Civil Rights Act of 1991*  
*Ne. Rev. Stat. 79-267 (2010)*  
*Grand Island Board of Education Policies*  
*1310.1 Administrative Procedures (attached), 1310.2 Complaint Form (attached)*  
*1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552*

Policy Adopted: 3-1-76  
Policy Revised: 7-8-91  
Policy Revised: 5-5-97  
Policy Revised: 12-1-97  
Policy Revised: 1-4-01  
Policy Revised: 11-14-2011  
Policy Revised: 01-14-2016  
Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: wstelk@gips.org  
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

### **1310.1 Administrative Procedures for Policies**

*1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552*

#### **Human Rights Officer**

The Grand Island Public Schools does not discriminate on the basis of race, color, religion, national origin, ethnicity, sex or gender, sexual orientation, marital status, or age in its programs and activities and provides equal access to the Boy Scouts. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Associate Superintendent for Student Services, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900

Employees and Others: Director of Human Resources, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the designated Human Rights Officer. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12<sup>th</sup> Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

The duties of the Human Rights Officers include:

- maintaining and analyzing documentation of all bullying or harassment incidents;
- regularly reviewing the effectiveness of the district's efforts to correct and prevent bullying or harassment and proposing improvements;
- regularly assessing the adequacy of training for staff, administrators, students, and parents concerning bullying or harassment and proposing improvements;
- advising and assisting other district personnel to properly handle and investigate complaints and reports of bullying or harassment;
- ensuring that top district officials are informed about bullying or harassment incidents and the adequacy of the school's response; and
- ensuring that the investigation of bullying or harassment complaints is done in an impartial manner by district personnel who are trained in the requirements of equal educational opportunity.

#### **Reporting Procedures and Investigation**

Any person who believes that he or she has been the victim of bullying or harassment on the basis of race, color, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status is encouraged to immediately report the alleged act to the building principal or designated administrator within five (5) school days of the most recent incident. Any teacher or other employee of the district who knows of or receives a report of bullying or harassment shall immediately report the alleged incident. If the complaint involves the building principal or designated administrator, the complaint shall be made or filed with the Human Rights Officer. If the complaint involves the Human Rights Officer or the Superintendent of Schools, the complaint shall be made or filed directly with the School Board. The building principal, designated administrator or other responsible party contacted with a report of discrimination or harassment will cause an "Alleged Discrimination or Mistreatment Complaint Report" (attached) to be completed.

Complaints of bullying or harassment received by the building principal or designated administrator and a summary of any resolution or resolution attempts will be forwarded to the Human Rights Officer. Minor occurrences of alleged bullying, discrimination, or harassment may be resolved informally at the building level. In the event of obvious and major infractions or incomplete building resolution of a minor infraction, the Human Rights Officer or designee will immediately undertake an investigation. The investigation may be conducted by district personnel or by a third party designated by the School District. In determining whether the alleged conduct constitutes a violation of Policy 1310, 6215, or 8455, the School District will consider all facts and circumstances concerning the alleged bullying or harassment. The School District will also consider the effect of the alleged bullying or harassment on the alleged victim and on the School

District's goal of maintaining an orderly and effective educational process. The School District's obligation to undertake an investigation shall not be extinguished by the fact that a criminal investigation involving the same or similar allegation is also pending or has been concluded.

The School District will respect the privacy of all persons relevant to the alleged bullying or harassment, consistent with the district's legal obligation to investigate, to take appropriate action, and to comply with any discovery or disclosure obligation. In the event that the evidence suggests that the alleged bullying or harassment is also a crime, the School District will report the results of any investigation to the appropriate law enforcement agency responsible for handling such crimes.

Upon receipt of a complaint that a violation has occurred, the School District will take prompt and appropriate formal or informal action to address and where appropriate remediate the violation. Since bullying or harassment is often subtle and incidents may be more reflective of a pattern rather than a single incident, events occurring prior to the most recent incident may also be addressed. The School District will consider a response that will most likely end the bullying or harassment and deter similar future conduct.

### **Appeal to Superintendent**

If the complaint of bullying or harassment has not been resolved to the complainant's satisfaction at the initial reporting level within ten (10) school days after the initial complaint was made, the student, parents/guardians or district personnel who made the complaint may appeal to the Superintendent by submitting the "Alleged Discrimination or Mistreatment Complaint Form" and any relevant documents (resolution attempts, etc.) to the Superintendent. Within ten (10) school days of receiving the complaint form, the Superintendent or designee will respond in writing to the complainant. The Superintendent's decision will be final and binding.

### **Failure To Observe Time Limits**

In the event the student, parent, guardian, or district personnel who complained of bullying or harassment fails to exhaust the remedies under the complaint procedure provided above, or to abide by the time limits with respect to each step, the complaint will be presumed to be abandoned and the matter will be settled in accordance with the School District's last response thereto. However, any time limit may be extended by written mutual agreement of the parties involved.

### **Consequences of Violation of:**

1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552

If allegations of bullying or harassment are determined to be valid, sanctions that may be imposed by the School District may include, but are not limited to, any one or more of the following:

For students—

1. Oral reprimand;
2. Written reprimand;
3. Short-term suspension - exclusion of a student from attendance in all schools within the system for a period not to exceed five school days [Neb. Rev. Stat. §79-256(4)];
4. Long-term suspension - exclusion of a student from attendance in all schools within the system for a period exceeding five school days but fewer than twenty school days [Neb. Rev. Stat. §79-256(1)];
5. Expulsion - exclusion from attendance in all schools within the system for a period not to exceed the remainder of the semester in which the offense took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year [Neb. Rev. Stat. §79-256(2) and § 79-283];
6. Long- or short-term emergency exclusion as described previously if the student's conduct presents a clear threat to the physical safety of himself/herself, or others or is so extremely disruptive to make temporary removal necessary to preserve the right of other students to pursue education [Neb. Rev. Stat. §79-264];

7. Mandatory reassignment - involuntary transfer of a student to another school in connection with disciplinary action [Neb. Rev. Stat. §79-256(3)]; and
8. Referral to appropriate authorities for prosecution.

For Employees–

1. Oral reprimand with documentation to file;
2. Written reprimand;
3. Suspension with pay;
4. Suspension without pay;
5. Termination of employment;
6. Cancellation of employment;
7. Non-renewal of employment; and
8. Referral to appropriate authorities for prosecution.

For "Third Parties" (including audiences, competitors at inter-district athletic competitions, contractors, visitors, and employees of other businesses participating in cooperative work programs)–

1. Demand of immediate corrective action;
2. Suspension or termination of relationship; and
3. Referral to appropriate authorities for prosecution

**Confidentiality and Retaliation**

All matters involving complaints will remain confidential to the maximum extent possible, and any retaliation against individuals reporting bullying or harassment or participating in related proceedings will not be tolerated. The school district will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports an incident of alleged bullying or sexual, racial, ethnic, or disability related harassment or violence, or any person who testifies, assists, or participates in a proceeding, investigation or hearing relating to such bullying, harassment, or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment, which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment.

**Rights of Students Accused of Harassment**

Students accused of inappropriate behavior have certain rights to due process and fundamental fairness under the Constitution of Nebraska, the United States Constitution, and Nebraska's Student Discipline Act codified at Neb. Rev. Stat. §79-254, et seq. (Reissue 1996) and any amendments thereto. Nothing in 1310, 6215, 6410, and 8455 or this procedure shall abrogate or modify the School District's obligation to comply with the terms of said Act or any other state or federal law.

**Rights of District Personnel Accused of Harassment**

All actions taken by the School District against district personnel under 1310, 1311, 6215, and 8455 or this procedure shall be consistent with the requirements of applicable collective bargaining agreements, as well as state and federal law.

**Training**

The District will ensure that *all* District employees (*to include certified, classified, and administration*) are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific

- steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
  - d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
  - e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
  - f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
  - g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

#### **Preventive Measures**

The District will publish and distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including displaying the notice on the District's website and posting the notice at each building in the District. The District designates the Human Rights Officers to coordinate compliance with anti-discrimination laws, publish and disseminate grievance procedures, including posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources.

#### **Effect of Policy and Publication**

Policies 1310, 6215, 6410, and 8455 and this procedure should not be read to abrogate other school district policies prohibiting other forms of unlawful discrimination, harassment, or other inappropriate behavior. It is the intent of the School District that all such policies be read consistently to provide the highest level of protection from unlawful discrimination or harassment in the provision of educational services and opportunities. Summaries of policies 1310, 6215, 6410, and 8455 and this procedure shall be conspicuously posted in each school that the district maintains, in a place accessible to students, faculty, administrators, employees, parents, and members of the public. This notice shall include the name, mailing address and telephone number of the Human Rights Officer and the mailing address and telephone number of the United States Department of Education, Office for Civil Rights.

Reference: Boy Scouts of America Equal Access Act – January 8, 2002

01.14.2016

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**1310.2 Complaint Form Discrimination, Harassment or Retaliation**

The Grand Island Public School does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy:

1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Dr. Robin Dexter, 123 S. Webb Road, Grand Island, NE 65502 (308) 385-5900  
rdexter@gip.org).

Employees and Others: Mr. Wayne Stelk, Chief of Human Capital Management, 123 S. Webb Road, Grand Island, NE 65502 (308) 385-5900 (wstelk@gips.org)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

- (1) Description of the complaint:
  
- (2) Names of any witnesses to the matter being complained about:
  
- (3) Identify and attach any document supporting the complaint:
  
- (4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.
  
- (5) Relief requested (what I want done in response to this complaint):

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, which I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

1311 BULLYING AND HARASSMENT  
Procedures and Complaint Form attached

**I. General Statement of Policy**

It shall be the policy of the Grand Island Public Schools to prohibit any form of bullying, including harassment or violence, on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, in all staff employment situations, academic offerings, and extra-curricular activities, including school-sponsored events away from school. Conduct which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment will not be tolerated. Any act of bullying or harassment by either staff or students will result in disciplinary action.

It shall also be a violation of district policy for any teacher, administrator, or other school staff ~~personnel~~ of the district to tolerate bullying or harassment because of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, veteran status, pregnancy, childbirth or related medical condition, marital status or other prohibited status, as defined by this policy, by a student, teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extra curricular activities, under the auspices of the school district.

For the purposes of this policy school personnel shall include Board members, employees, students, agents, volunteers, contractors, or any other persons subject to the supervision and control of the district.

The school district will act to promptly investigate all complaints, either formal or informal, verbal or written, of bullying or harassment; to promptly take action to protect individuals from further bullying or harassment; and, if it determines that bullying or harassment occurred, to promptly and appropriately discipline any student, teacher, administrator or other school personnel who is found to have violated this policy and/or to take other appropriate action reasonably calculated to end the activity.

**II. Definitions and Examples**

*Bullying*

For the purposes of this policy, bullying consists of any ongoing pattern of physical, verbal, or electronic ("cyber-bullying") abuse. Bullying may also include harassment on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status. Supervisors who are in the process of managing employee performance, (i.e. performing observations, monitoring/checking on performance and giving feedback) is not considered bullying or harassment simply on the basis of making the employee feel uncomfortable or emotional.

*Harassment*

Harassment on the basis of race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities or employment;
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance; or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical or written harassment or abuse;
- repeated remarks of a demeaning nature;

## GRAND ISLAND PUBLIC SCHOOLS

- implied or explicit threats concerning one's grades, achievements, etc.;
- demeaning jokes, stories, or activities directed at an individual.

### *Sexual Harassment*

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually-motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
- that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile or offensive employment or educational environment.

### *Sexual Orientation*

For the purposes of this policy, sexual harassment on the basis of sexual orientation is defined in the following terms:

- Gender-based discrimination is a form of sex discrimination, and refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.

Examples of conduct, which may constitute sexual harassment, include:

- stalking;
- sexual advances;
- touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
- graffiti, written material, or graphics of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;
- touching oneself sexually or talking about one's sexual activity in front of others;
- spreading rumors about or rating other students as to sexual activity or performance;
- unwelcome, sexually-motivated or inappropriate patting, pinching or physical contact; or
- other unwelcome sexual behavior or words, including demands for sexual favors, when accompanied by implied or overt threats concerning an individual's educational status or implied or overt promises of preferential treatment.

This prohibition does not preclude legitimate, non-sexual physical conduct such as the use of necessary restraints to avoid physical harm to persons or property or conduct such as a teacher's consoling hug of a young student or one student's demonstration of a sports move requiring contact with another student.

### *Disability*

For purposes of this policy, harassment, because of the disability, consists of verbal or physical conduct relating to an individual's physical or mental impairment when:

- the harassing conduct is so severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment;
- the harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- the harassing conduct otherwise adversely affects an individual's learning opportunities.

Examples of conduct which may constitute harassment because of disability include:

## GRAND ISLAND PUBLIC SCHOOLS

- graffiti containing offensive language, which is derogatory to others because of their physical or mental disability;
- threatening or intimidating conduct directed at another because of the other's physical or mental disability;
- jokes, rumors or name calling based upon an individual's physical or mental disability;
- slurs, negative stereotypes, and hostile acts, which are based upon another's physical or mental disability;
- graphic material containing comments or stereotypes, which is posted or circulated, and which is aimed at degrading individuals or members of protected classes;
- a physical act of aggression or assault upon another because of, or in a manner reasonably related to, an individual's physical or mental disability; or
- other kinds of aggressive conduct such as theft or damage to property, which is motivated by an individual's physical or mental disability.

### *Unlawful Harassment as a form of Discrimination in Programs or Activities that receive Federal Financial Assistance*

Harassment based on an individual's: race, color, or national origin (Title VI of the Civil Rights Act of 1964); disability in all programs or activities (Section 504 of the Rehabilitation Act of 1973); sex (Title IX of the Education Amendments of 1972); age (Age Discrimination Act of 1975); and/or discrimination on the basis of disability by public entities (Title II of the Americans with Disabilities Act of 1990) that consists of physical or verbal conduct relating to any one of these protected categories of individuals and:

- creates an intimidating, hostile, or offensive working or educational environment; or
- substantially or unreasonably interferes with an individual's work or education; or
- otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct that may constitute such unlawful harassment include:

- graffiti containing racially offensive language;
- name calling jokes or rumors based on an individual's race, color, national origin, age, sex, or disability;
- physical acts of aggression against a person or his property because of that person's race, color, national origin, age, sex, or disability;
- Hostile acts that are based on an individual's race, color, national origin, age, sex, or disability and/or;
- written or graphic material which is posted electronically or circulated and which intimidates or threatens individuals based on their race, color, national origin, age, sex, or disability.

Because of the potential misuse of electronic media, photo, or video material in violation of this policy, the use of any electronic media, photographic, or video equipment without expressed administrative consent is prohibited.

References: Title IX, Education Amendments of 1972  
Title VI of the Civil Rights Act of 1964, as amended  
Age Discrimination in Employment Act of 1975  
Section 504 of the Rehabilitation Act of 1973  
Title II, Americans with Disabilities Act of 1990  
Civil Rights Act of 1991  
42 U.S.C. §§ 2000e et seq. (1994).  
29 C.F.R. Pt. 1604.11 (1996).

Policy Adopted 4-10-08  
Policy Revised 5-14-09  
Policy Revised 10.13.2011  
Policy Revised 05.14.2015 – Public Hearing  
Policy Reviewed 05.12.2016 – Public Hearing  
Policy Revised: 10.11.2018

## GRAND ISLAND PUBLIC SCHOOLS

Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: wstelk@gips.org  
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

### 1311.1 Administrative Procedures

#### Human Rights Officer

The Grand Island Public Schools does not discriminate on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, veteran status, pregnancy, childbirth or related medical condition, marital status or other prohibited status, in its programs and activities and provides equal access to the Boy Scouts. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Associate Superintendent for Student Services, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900

Employees and Others: Director of Human Resources, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the designated Human Rights Officer. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 601 East 12<sup>th</sup> Street, Room 353, Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

The duties of the Human Rights Officers include:

- maintaining and analyzing documentation of all bullying or harassment incidents;
- regularly reviewing the effectiveness of the district's efforts to correct and prevent bullying or harassment and proposing improvements;
- regularly assessing the adequacy of training for staff, administrators, students, and parents concerning bullying or harassment and proposing improvements;
- advising and assisting other district personnel to properly handle and investigate complaints and reports of bullying or harassment;
- ensuring that top district officials are informed about bullying or harassment incidents and the adequacy of the school's response; and
- ensuring that the investigation of bullying or harassment complaints is done in an impartial manner by district personnel who are trained in the requirements of equal educational opportunity.

#### Reporting Procedures and Investigation

Any person who believes that he or she has been the victim of bullying or harassment on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, veteran status, pregnancy, childbirth or related medical condition, marital status or other prohibited status is encouraged to immediately report the alleged act to the building principal or designated administrator within five (5) school days of the most recent incident. Any teacher or other employee of the district who knows of or receives a report of bullying or harassment shall immediately report the alleged incident. If the complaint involves the building principal or designated administrator, the complaint shall be made or filed with the Human Rights Officer. If the complaint involves the Human Rights Officer or the Superintendent of Schools, the complaint shall be made or filed directly with the School Board. The building principal, designated administrator or other responsible party contacted with a report of discrimination or harassment will cause an "Alleged Discrimination or Mistreatment Complaint Report" (attached) to be completed.

Complaints of bullying or harassment received by the building principal or designated administrator and a summary of any resolution or resolution attempts will be forwarded to the Human Rights Officer. Minor occurrences of alleged bullying, discrimination, or harassment may be resolved informally at the building level. In the event of obvious and major infractions or incomplete building resolution of a minor infraction, the Human Rights Officer or designee will immediately undertake an investigation. The investigation may be conducted by district personnel or by a third party designated by the School District. In determining

## GRAND ISLAND PUBLIC SCHOOLS

whether the alleged conduct constitutes a violation of Policy 1310, 6215, or 8455, the School District will consider all facts and circumstances concerning the alleged bullying or harassment. The School District will also consider the effect of the alleged bullying or harassment on the alleged victim and on the School District's goal of maintaining an orderly and effective educational process. The School District's obligation to undertake an investigation shall not be extinguished by the fact that a criminal investigation involving the same or similar allegation is also pending or has been concluded.

The School District will respect the privacy of all persons relevant to the alleged bullying or harassment, consistent with the district's legal obligation to investigate, to take appropriate action, and to comply with any discovery or disclosure obligation. In the event that the evidence suggests that the alleged bullying or harassment is also a crime, the School District will report the results of any investigation to the appropriate law enforcement agency responsible for handling such crimes.

Upon receipt of a complaint that a violation has occurred, the School District will take prompt and appropriate formal or informal action to address and where appropriate remediate the violation. Since bullying or harassment is often subtle and incidents may be more reflective of a pattern rather than a single incident, events occurring prior to the most recent incident may also be addressed. The School District will consider a response that will most likely end the bullying or harassment and deter similar future conduct.

### **Appeal to Superintendent**

If the complaint of bullying or harassment has not been resolved to the complainant's satisfaction at the initial reporting level within ten (10) school days after the initial complaint was made, the student, parents/guardians or district personnel who made the complaint may appeal to the Superintendent by submitting the "Alleged Discrimination or Mistreatment Complaint Form" and any relevant documents (resolution attempts, etc.) to the Superintendent. Within ten (10) school days of receiving the complaint form, the Superintendent or designee will respond in writing to the complainant. The Superintendent's decision will be final and binding.

### **Failure To Observe Time Limits**

In the event the student, parent, guardian, or district personnel who complained of bullying or harassment fails to exhaust the remedies under the complaint procedure provided above, or to abide by the time limits with respect to each step, the complaint will be presumed to be abandoned and the matter will be settled in accordance with the School District's last response thereto. However, any time limit may be extended by written mutual agreement of the parties involved.

### **Consequences of Violation of:**

1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552

If allegations of bullying or harassment are determined to be valid, sanctions that may be imposed by the School District may include, but are not limited to, any one or more of the following:

#### **For Employees–**

1. Oral reprimand with documentation to file;
2. Written reprimand;
3. Suspension with pay;
4. Suspension without pay;
5. Termination of employment;
6. Cancellation of employment;
7. Non-renewal of employment; and
8. Referral to appropriate authorities for prosecution.

For "Third Parties" (including audiences, competitors at inter-district athletic competitions, contractors, visitors, and employees of other businesses participating in cooperative work programs)–

1. Demand for immediate corrective action;

2. Suspension or termination of relationship; and
3. Referral to appropriate authorities for prosecution

### **Confidentiality and Retaliation**

All matters involving complaints will remain confidential to the maximum extent possible, and any retaliation against individuals reporting bullying or harassment or participating in related proceedings will not be tolerated. The school district will discipline or take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports an incident of alleged bullying or sexual, racial, ethnic, or disability-related harassment or violence, or any person who testifies, assists, or participates in a proceeding, investigation or hearing relating to such bullying, harassment, or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment, which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment.

### **Rights of Students Accused of Harassment**

Students accused of inappropriate behavior have certain rights to due process and fundamental fairness under the Constitution of Nebraska, the United States Constitution, and Nebraska's Student Discipline Act codified at Neb. Rev. Stat. §79-254, et seq. (Reissue 1996) and any amendments thereto. Nothing in 1310, 6215, 6410, and 8455 or this procedure shall abrogate or modify the School District's obligation to comply with the terms of said Act or any other state or federal law.

### **Rights of District Personnel Accused of Harassment**

All actions taken by the School District against district personnel under 1310, 1311, 6215, and 8455 or this procedure shall be consistent with the requirements of applicable collective bargaining agreements, as well as state and federal law.

### **Training**

The District will ensure that *all* District employees (*to include certified, classified, and administration*) are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.

## GRAND ISLAND PUBLIC SCHOOLS

- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

### **Preventive Measures**

The District will publish and distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including displaying the notice on the District's website and posting the notice at each building in the District. The District designates the Human Rights Officers to coordinate compliance with anti-discrimination laws, publish and disseminate grievance procedures, including posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources.

### **Effect of Policy and Publication**

Policies and this procedure should not be read to abrogate other school district policies prohibiting other forms of unlawful discrimination, harassment, or other inappropriate behavior. It is the intent of the School District that all such policies be read consistently to provide the highest level of protection from unlawful discrimination or harassment in the provision of educational services and opportunities. Summaries of policies and this procedure shall be conspicuously posted in each school that the district maintains, in a place accessible to students, faculty, administrators, employees, parents, and members of the public. This notice shall include the name, mailing address and telephone number of the Human Rights Officer and the mailing address and telephone number of the United States Department of Education, Office for Civil Rights.

Reference: Boy Scouts of America Equal Access Act – January 8, 2002

Complaint form attached

**1311.2 Complaint Form Discrimination, Harassment or Retaliation**

The Grand Island Public School does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy:

1310, 1311, 6214, 6215, 6410, 6411, 7705, 8420, 8430, 8432, 8450, 8453, 8454, 8455, 8550, 8551, 8552

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Dr. Robin Dexter, 123 S. Webb Road, Grand Island, NE 65502 (308) 385-5900  
rdexter@gip.org).

Employees and Others: Mr. Wayne Stelk, Chief of Human Capital Management, 123 S. Webb Road, Grand Island, NE 65502 (308) 385-5900 (wstelk@gips.org)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

- (1) Description of the complaint:
  
- (2) Names of any witnesses to the matter being complained about:
  
- (3) Identify and attach any document supporting the complaint:
  
- (4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.
  
- (5) Relief requested (what I want done in response to this complaint):

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, which I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_  
???.???.??

6214 ABUSE OF STUDENTS BY STAFF

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by staff will not be tolerated. The definition of *staff* for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the district under the direction and control of the school district. Staff found in violation of this policy will be subject to disciplinary action up to and including discharge.

All instances of suspected or potential abuse will be reported as required by Policy 8550 Child Abuse/Neglect. The Grand Island Public Schools will respond promptly to allegations of abuse of students by school district staff by investigating or arranging for the investigation of allegations. The process of a complaint or allegation will be handled confidentially to the maximum extent possible. Staff are required to assist in the investigation when requested to provide information and maintain confidentiality of the reporting and investigation process.

The Superintendent will appoint an investigator, typically the School Safety Coordinator. An alternative investigator may be appointed as necessary (i.e. same sex investigator as appropriate). The investigator will pass the findings to the Superintendent and proper authorities.

**Physical Abuse.** Physical abuse is non-accidental physical injury to the student as a result of the action of a staff member. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following *do not* constitute physical abuse, and no employee is prohibited from:

1. Using reasonable and necessary force, not designed or intended to cause pain:
  - To quell a disturbance or prevent an act that threatens physical harm to any person.
  - To obtain possession of a weapon or other dangerous object within a pupil's control.
  - For purposes of self-defense or defense of others as provided for in Neb. Stat. 28-1409 and 1410.
  - For the protection of property as provided in Neb. Stat. 28-1411.
  - To remove a disruptive pupil from class, or any area of the school premises or from school-sponsored activities off school premises.
  - To prevent a student from self-infliction of harm.
  - To protect the safety of others.
2. Using incidental, minor, or reasonable physical contact to maintain order and control. In determining the reasonableness of the contact or force used, the following factors shall be considered:
  - The nature of the misconduct of the student, if any, precipitating the physical contact by the staff member.
  - The size and physical condition of the student.
  - The means or device used in making the physical contact.
  - The motivation of the staff member in initiating the physical contact.
  - The extent of injury to the student resulting from physical contact.

"Reasonable force" is that force and no more which a reasonable person, in like circumstance, would judge to be necessary to prevent an injury or loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one's life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

**Sexual Abuse.** Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate intentional sexual behavior, or physical manifestations of sexual harassment by the employee toward a student. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly as a term or condition of the student's education or benefits;
- Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or

## GRAND ISLAND PUBLIC SCHOOLS

- The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive educational environment.

Legal Reference: Neb. Rev. Stat. 79-295

Cross Referenced: 8550 CHILD ABUSE  
8551 ABUSE FO STUDENTS BY EMPLOYEES  
8451 CORPORAL PUNISHMENT/USE OF PHYSICAL FORCE  
1311 BULLYING AND HARASSMENT (Staff)

Policy Adopted 2-7-07

Policy Revised: 02.11.2016

Policy Reviewed: 04.12.2018

Policy Revised: ???.???.??

(This policy is repeated in 8551)

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: wstelk@gips.org  
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

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6214.1—Administrative Procedures for 6214

When any school personnel suspects or has knowledge of any type of abuse or neglect as defined by Grand Island Board of Education Policy 8550 or 8551, the principal or administrator in authority will be notified immediately.

- 1) In the case of suspected abuse or flagrant neglect, the witness or complainant shall contact the proper authorities after reporting to the school administrator, and apprising him or her of the situation. An oral report shall be made on the HHS Child Abuse Hotline at 800-652-1999. *Every case of suspected abuse or neglect will be reported to the proper authorities.*
- 2) The authorities will be responsible for a formal investigation and will contact the parents/guardians.
- 3) Following police contact, the administrator or Liaison Officer will complete an incident report (attached) and place on file at school building.
- 4) If neglect of a non-flagrant nature is suspected, the administrator will document incidences on the attached form. If three documented incidences occur the School/Community Liaison office will be contacted for investigation. The School/Community Liaison officer will contact the appropriate authorities, if warranted. Documented incidences should be forwarded to the Superintendent's Office after contact with authorities.
- 5) All information regarding the involved student must remain confidential. During the investigation, the administrator shall make every effort to ensure that the student is protected from harm.

**Incident Report  
Suspected Abuse**

Name of Student Involved: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Male  Female

Parent or Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Alleged Abuser: \_\_\_\_\_

Date and Place of Incident or Incidents: \_\_\_\_\_

\_\_\_\_\_

Description of Misconduct (Attach report if necessary):

Name of Witnesses (Complete witness report):

1) \_\_\_\_\_

2) \_\_\_\_\_

Other Information (Inc. evidence of abuse, i.e. letters, photos, etc.):\_

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
Signature of Investigator

\_\_\_\_\_  
Date

**Witness Disclosure Form**

**Name of Witness:** \_\_\_\_\_

**Position of Witness:** \_\_\_\_\_

**Date of Testimony, Interview:** \_\_\_\_\_

**Description of Instance Witnessed (Attach report if necessary):**

**Other Information:**

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

6215 BULLYING AND HARASSMENT (Staff)

**I. General Statement of Policy**

It shall be the policy of the Grand Island Public Schools to prohibit any form of bullying, including harassment or violence, on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, in all staff employment situations, academic offerings, and extra-curricular activities, including school-sponsored events away from school. Conduct which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment will not be tolerated. Any act of bullying or harassment by either staff or students will result in disciplinary action.

It shall also be a violation of district policy for any teacher, administrator, or other school personnel of this district to tolerate bullying or harassment because of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, as defined by this policy, by a student, teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the school district.

For the purposes of this policy school personnel shall include Board members, employees, students, agents, volunteers, contractors, or any other persons subject to the supervision and control of the district.

The school district will act to promptly investigate all complaints, either formal or informal, verbal or written, of bullying or harassment; to promptly take action to protect individuals from further bullying or harassment; and, if it determines that bullying or harassment occurred, to promptly and appropriately discipline any student, teacher, administrator or other school personnel who is found to have violated this policy and/or to take other appropriate action reasonably calculated to end the activity.

**II. Definitions and Examples**

*Bullying*

For the purposes of this policy, bullying consists of any ongoing pattern of physical, verbal, or electronic ("cyber-bullying") abuse. Bullying may also include harassment on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status.

*Sexual Harassment*

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually-motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
- that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile or offensive employment or educational environment.

*Sexual Orientation*

For the purposes of this policy, sexual harassment on the basis of sexual orientation is defined in the following terms:

- Gender-based discrimination is a form of sex discrimination, and refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.

Examples of conduct, which may constitute sexual harassment, include:

- stalking;
- sexual advances;

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- touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
- graffiti, written material, or graphics of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;
- touching oneself sexually or talking about one's sexual activity in front of others;
- spreading rumors about or rating other students as to sexual activity or performance;
- unwelcome, sexually-motivated or inappropriate patting, pinching or physical contact; or
- other unwelcome sexual behavior or words, including demands for sexual favors, when accompanied by implied or overt threats concerning an individual's educational status or implied or overt promises of preferential treatment.

This prohibition does not preclude legitimate, non-sexual physical conduct such as the use of necessary restraints to avoid physical harm to persons or property or conduct such as a teacher's consoling hug of a young student or one student's demonstration of a sports move requiring contact with another student.

### *Disability*

For purposes of this policy, harassment, because of the disability, consists of verbal or physical conduct relating to an individual's physical or mental impairment when:

- the harassing conduct is so severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment;
- the harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- the harassing conduct otherwise adversely affects an individual's learning opportunities.

Examples of conduct which may constitute harassment because of disability include:

- graffiti containing offensive language, which is derogatory to others because of their physical or mental disability;
- threatening or intimidating conduct directed at another because of the other's physical or mental disability;
- jokes, rumors or name calling based upon an individual's physical or mental disability;
- slurs, negative stereotypes, and hostile acts, which are based upon another's physical or mental disability;
- graphic material containing comments or stereotypes, which is posted or circulated, and which is aimed at degrading individuals or members of protected classes;
- a physical act of aggression or assault upon another because of, or in a manner reasonably related to, an individual's physical or mental disability; or
- other kinds of aggressive conduct such as theft or damage to property, which is motivated by an individual's physical or mental disability.

### *Unlawful Harassment as a form of Discrimination in Programs or Activities that receive Federal Financial Assistance*

Harassment based on an individual's: race, color, or national origin (Title VI of the Civil Rights Act of 1964); disability in all programs or activities (Section 504 of the Rehabilitation Act of 1973); sex (Title IX of the Education Amendments of 1972); age (Age Discrimination Act of 1975); and/or discrimination on the basis of disability by public entities (Title II of the Americans with Disabilities Act of 1990) that consists of physical or verbal conduct relating to any one of these protected categories of individuals and:

- creates an intimidating, hostile, or offensive working or educational environment; or
- substantially or unreasonably interferes with an individual's work or education; or
- otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct that may constitute such unlawful harassment include:

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- graffiti containing racially offensive language;
- name calling jokes or rumors based on an individual's race, color, national origin, age, sex, or disability;
- physical acts of aggression against a person or his property because of that person's race, color, national origin, age, sex, or disability;
- Hostile acts that are based on an individual's race, color, national origin, age, sex, or disability and/or;
- written or graphic material which is posted electronically or circulated and which intimidates or threatens individuals based on their race, color, national origin, age, sex, or disability.

Because of the potential misuse of electronic media, photo, or video material in violation of this policy, the use of any electronic media, photographic, or video equipment without expressed administrative consent is prohibited.

On or before September 1, 2009, each school will have in place a program or information regarding bullying/harassment prevention and education.

References: *Title IX, Education Amendments of 1972*  
*Title VI of the Civil Rights Act of 1964, as amended*  
*Age Discrimination in Employment Act of 1975*  
*Section 504 of the Rehabilitation Act of 1973*  
*Title II, Americans with Disabilities Act of 1990*  
*Civil Rights Act of 1991*  
*Ne. Rev. Stat. 79-267 (2010)*

Policy Adopted 4-10-08  
Policy Revised 5-14-09  
Policy Revised 10.13.2011  
Policy Revised 01.14.2016  
Policy Revised: ???.???.??

*Refer to 1310 for 1310.1 Administrative Procedures and the 1310.2 Complaint Form*

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
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Email: wstelk@gips.org  
Phone number: 308-385-5900

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For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

## 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS

The Grand Island Public Schools staff are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Staff are required to establish and maintain professional boundaries with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred.

GIPS supports the use of technology to communicate with students for legitimate educational purposes. However, school district staff are responsible for conducting themselves professionally, exercising appropriate judgment, and teaching and modeling high standards of behavior and civic values, regardless of location. This applies to staff conduct and interactions with students and to material they post on personal web sites, blogs, and other social networking sites including, but not limited to, Facebook, YouTube, Twitter, other. District staff are prohibited from inappropriate technological communication including but not limited to texting, online socializing or social networking (including but not limited to Facebook, Twitter, and Other), internet use, e-mail, blogging, or any other electronic communication that violates the law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27").

Unless an employee has a legitimate educational purpose, the following behaviors are a violation of this policy. The following list is intended to be illustrative and does not describe every kind of prohibited behavior.

- Communicating with students about sex unless the student is reporting abuse or assault which is appropriately reported by the employee.
- Joking with students about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Sharing, showing, displaying or otherwise exposing a student or students to sexually inappropriate material or objects with students.
- Displaying or otherwise exposing a student to pornography.
- Making any sexual advance or engaging in any activity of a sexual or romantic nature with a student.
- Kissing of any kind with a student.
- Engaging in any type of dating, romantic or sexual contact with a current student of the district, regardless of the age of the student.
- "Friending" or otherwise authorizing or requesting student access to personal social media accounts. This prohibition shall not apply to social media accounts created solely for class or educationally related matters to which all of the employees' students are allowed or offered access.
- Intruding on a student's personal space such as, by touching unnecessarily, positioning too closely, or staring at a portion of the student's body such as, breasts, buttocks, or similar body parts.
- Initiating unwanted physical contact with a student.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems with a student.
- Providing counseling for, attempting to solve, or solving a student's personal problems or issues without engaging trained personnel.
- Giving a student a gift of a personal nature.
- Engaging in activities with a student one-on-one not sponsored by the school without express permission of a school administrator.

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- Any other behavior that exploits or attempts to exploit the special position of trust and authority between an employee and student.
- Transporting a student in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Disclosing confidential student records or information.
- Disclosing confidential personnel records or information of other school district employees, agents, or volunteers.
- Behaving in any manner that results in a disruption to the school environment or that impairs the employee's ability to perform his or her employment duties or to be an effective employee.
- Using an employment title or including any reference to the employee's affiliation with the school district unless the communication is school related and in compliance with the law, district policies, or Rule 27.
- Including school mascots, symbols, logos, or other district trademarks in non-school related communications.

Nothing in this policy should be construed to (1) limit an employee's right to speak as a citizen about matters of public concern, (2) prohibit an employee from communicating with students about non-school organizations or activities for which the employee is a coach or supervisor as long as the employee's communication is in compliance with the non-school organization's standards of conduct and Rule 27 or (3) regulate any communication that is unrelated to the employee's position of employment with the school district and otherwise protected by the United States Constitution and the Nebraska Constitution.

Students, parents, and any other person shall notify an administrator if they believe that a school district employee or any other person affiliated with the school district may be engaging in conduct that violates this policy. School district employees are required to immediately notify an administrator if they become aware of any situation that may constitute a violation of this policy.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

References: Children's Internet Protection Act, 47 USC § 254  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)  
The Freedom of Information Act (FOIA)  
5 U.S.C. § 552, As Amended by Public Law No. 104-231, 110 Stat. 3048  
Neb. Rev. Stat. § 79-866  
Title 92, Nebraska Administrative Code, Chapter 27 Nov. 12, 2003(Rule 27 Regulations and Standards for Professional Practices Criteria)

Cross Reference: 8550 CHILD ABUSE  
8551 ABUSE OF STUDENTS BY STAFF  
8451 PHYSICAL RESTRAINT AND SECLUSION  
6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS  
1311 BULLYING AND HARASSMENT (Staff)

Policy Adopted: 7.12.2012  
Policy Revised: 03.10.2016

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Policy Revised: 03.07.2019

Policy Revised: 03.16.2020

Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
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Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
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Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
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Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

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6410 NONDISCRIMINATION (Staff)

It is the policy of the Grand Island Public Schools to hire well-qualified people to perform the many tasks necessary to provide a quality education for our students.

Equal opportunities will be extended to all employees and applicants for employment who meet the qualifications established for a given position. The district will not discriminate against any employee or applicant on the basis of race, color, religion, veteran status, national origin, ethnicity, sex or gender, sexual orientation, marital status, pregnancy, childbirth or related medical condition, age, intellectual or physical disability, or other protected status.

This policy of equal opportunity will apply to all personnel areas including, but not limited to:

- 1) Recruitment
- 2) Selection and hiring criteria and practices
- 3) Transfer and promotion
- 4) Demotion, termination, reduction in force, and recall
- 5) Compensation
- 6) Working conditions
- 7) Benefits
- 8) Training

Grand Island Public Schools may use an individual's criminal conviction history in making hiring decisions. In such instances, consideration shall be given to the following:

- 1) The essential job requirements and the actual circumstances under which the job is performed including, but not limited to, the level of supervision, oversight and interaction with co-workers or students;
- 2) The nature and seriousness of the criminal conduct that may demonstrate unfitness for performing the job with the facts surrounding the conduct being particularly relevant;
- 3) The age of the applicant at the time of the criminal conduct in relation to the present;
- 4) When the criminal conduct occurred in relation to the present;
- 5) The applicant's efforts at rehabilitation; and,
- 6) Whether there is a close relationship between the criminal conduct and the job that negatively affects the safe and efficient educational environment.

The individual shall be informed that he or she may be excluded from employment because of past criminal conduct and shall be given an opportunity to demonstrate eligibility for hiring because of his or her particular circumstances or that the considerations as applied are not job related and consistent with a safe and efficient educational environment. A record shall be kept noting the justification for a refusal to hire.

References: *Title IX, Education Amendments of 1972*  
*Title VII of the Civil Rights Act of 1964, as amended*  
*Age Discrimination in Employment Act of 1975*  
*Section 504 of the Rehabilitation Act of 1973*  
*Title II, Americans with Disabilities Act of 1990*  
*Civil Rights Act of 1991*  
*Neb. Rev. Stat. § 48-1101*

See also Policy 1310 NONDISCRIMINATION; 1310.1 Administrative Guidelines; 1310.2 Complaint Form

Policy Adopted 3/1/76

Policy Revised 6/8/92

Policy Revised 11/14/2011

Policy Revised: 3.17.2014

Policy Revised: 01.14.2016

Policy Revised: ???.???.???

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### 6411 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The School District of Grand Island (hereafter referred to as the district) is committed to offering employment based upon ability and performance in a discrimination free environment.

It shall be the policy of the district to assure equal employment opportunities to all applicants and employees by prohibiting discriminatory practices. In all employment activities, including, but not limited to, hiring, promotions, transfers, training, compensation and termination, the district is an equal opportunity, affirmative action employer. The district will employ the best qualified applicant for each position without regard to sex, physical or intellectual disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status. The district will make reasonable accommodations for the physical and intellectual limitations of otherwise qualified employees or applicants unless it can be demonstrated that such accommodations would impose an undue hardship on the functioning of the district. This policy also prohibits practices, policies, and procedures which result in disparate or unfair treatment.

Every school board member, administrator, and employee will comply with the provisions of this policy within the assigned areas of responsibility. There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Any applicant or employee who believes that the provisions of this policy have not been appropriately administered will bring such matters to the attention of the Superintendent of Schools.

A copy of this policy will be distributed to all employees and new employees at the time of hire.

Legal Reference:            42 U.S.C. Ch 126 (*Equal Employment for Individuals with Disabilities*)  
                                  29 U.S.C. 706(8), 794, 794a, 794b (*Rehabilitation Act of 1973*)

Policy Adopted 7/8/91

Policy Revised: 01.14.2016

Policy Revised: ???.???.??

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Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802

## GRAND ISLAND PUBLIC SCHOOLS

Email: [wstelk@gips.org](mailto:wstelk@gips.org)

Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

7705 SPECIAL EDUCATION POLICIES

Grand Island Public Schools adopts this special education policy with the intent that the policy maintain the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The Grand Island Public Schools will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Grand Island Public Schools' Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

**2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

**4. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

**5. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur 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.

Legal Reference: 92 NAC 51-008.01 through 008.011

**6. Procedural Safeguards**

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07 and 016.01

### **7. Evaluation and Identification Procedures**

Children with disabilities shall be evaluated and identified in accordance with 92 NAC 51-006. The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

### **8. Confidentiality of Personally Identifiable Information**

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

### **9. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall 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 shall be developed and be implemented for the child. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 51-007.16 through 007.16B1b

### **10. Children in Nonpublic Schools**

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

### **11. Personnel Standards and Personnel Development**

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

### **12. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

### **13. Suspension and Expulsion Rates**

The District will examine 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.

Legal Reference: 92 NAC 51-004.06E

**14. Access to Instructional Materials**

As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, the District will enter into a written contract with the publisher of the print instructional materials to:

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

Legal Reference: 92 NAC 51-004.15

**15. Over-Identification and Disproportionality**

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of 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.

Legal Reference: 92 NAC 51-003.10; 006.02C

**16. Prohibition on Mandatory Medication**

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

**17. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law. The Grand Island Public Schools reserves the right to select the most efficient and effective means of transportation for students with disabilities at a reasonable cost. Such measures might include:

- Operating vehicles for the purpose of transporting students with disabilities;
- Paying a parent for transporting his or her child;
- Contracting for transportation services; or
- Arranging for such other transportation as I proper and necessary.

Legal Reference: 92 NAC 51-014.01 through 014.02

**18. Surrogates**

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

**19. Early Intervention Service – Consent**

When a parent refuses to provide consent under 92 NAC 52, 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.

Legal Reference: 02 NAC 52

Legal Reference:

34 CFR Parts 300, 303 and 304  
Neb. Rev. Stat. § 79-1110 to 79-1167  
92 NAC 51  
Title IX Notice attached

Policy Adopted: 11.12.2015

Policy Revised: ???.???.??

## GRAND ISLAND PUBLIC SCHOOLS

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Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: [rdexter@gips.org](mailto:rdexter@gips.org)  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
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GRAND ISLAND PUBLIC SCHOOLS

8420 STUDENT DUE PROCESS RIGHTS

It is the right and responsibility of both school officials and students to develop a functional and orderly procedure through which consideration of student problems and concerns can be discussed and resolved quickly and equitably.

In all matters of complaints the student shall first consult the member of the school staff most immediately affected. If a timely and agreeable solution is not reached at this level, further appeal may be made to the building level administrator, and hence to the superintendent or appointed representative. It is the goal of the board to resolve student complaints at the organization level in which it occurs.

All students will be afforded due process as guaranteed by constitutional provisions. Complaints involving student suspension, expulsion or mandatory reassignment will follow provisions of the Student Discipline Act. All other student and parent/guardian complaints are to follow the chain of command as outlined in district policies. Rules for student conduct and appeal procedures will also be published in the student handbook.

If the complaint cannot be resolved by a certified employee, the student and parent/guardian may discuss the matter with the principal with in 10 days of the employee's decision. If the matter cannot be resolved the by the principal, the student and parent/guardian may discuss it with the superintendent or designee within 10 days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent or designee, the student and parent/guardian may appeal to the Board in writing for appeals dealing with policies, procedures, and instructional programs. Any appeals involving employee issues will be referred to Human Resources for review and recommendations (as necessary) to determine whether district policies and procedures were followed.

Legal Reference: Neb Statute 79-254 to 79-294 et seq (NE Student Discipline Act)

See attached forms

Policy Adopted: 11-3-80  
Policy Reviewed: 12-01-97  
Policy Revised: 4-12-2011  
Policy Revised: 02.17.2020  
Policy Revised: ???.???.??

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Title: Mr. Wayne Stelk, Chief of Human Capital Management  
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Student/Parent/Guardian Complaint Form  
(Policy 8420 STUDENT DUE PROCESS RIGHTS)

To file a formal complaint, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the principal or appropriate administrator within ten days of the time you knew or should have known of the event or series of events causing the complaint.

1. Name:  
Address:  
  
Phone number:
2. Campus:
3. If you will be represented in voicing your appeal, please identify the person representing you.  
Name:  
Address:  
  
Phone number:
4. Please describe the decision or circumstances causing your complaint (give specific factual details).
5. What was the date of the decision or circumstances causing your complaint?
6. Please explain how you have been harmed by this decision or circumstance.
7. Please describe any efforts you have made to resolve your complaint informally and the response to your efforts.
8. With whom did you communicate?  
On what date?
9. Please describe the outcome or remedy you seek for this complaint.

GRAND ISLAND PUBLIC SCHOOLS

*Attach to this form any documents you believe will support the complaint: if unavailable when you submit this form, documents may be presented no later than the conference. Please keep a copy of the completed form and any supporting documentation for your records.*

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Student or parent/guardian signature Date

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Signature of student or parent/guardian representative Date

---

Signature of staff member taking the complaint Date

**Notice of Nondiscrimination**

The Grand Island Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Associate Superintendent for Student Services, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900; [rdexter@gips.org](mailto:rdexter@gips.org)

Employees and Others: Director of Human Resources, Kneale Administration Building, 123 South Webb Road, PO Box 4904, Grand Island, NE 68802-4904; 308-385-5900; [wstelk@gips.org](mailto:wstelk@gips.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at Office for Civil Rights, Kansas City Office for Civil Rights, U.S. Department of Education, One Petticoat Lane 1010 Walnut Street, Suite 320 Kansas City, Missouri 64106, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

GRAND ISLAND PUBLIC SCHOOLS

Administrator Response to Parent/Student/Guardian Formal Complaint  
(Policy 8420 STUDENT DUE PROCESS RIGHTS)

Date:

Name of complainant:

Address:

Phone number:

Dear \_\_\_\_\_,

Having considered the complaint we discussed in our conference on \_\_\_\_\_, I have decided on the following response:

[Note: When preparing the letter, include only one of the following sentences.]

1. For the following reasons, I am unable to provide the outcome you seek:
2. I will take the following actions to grant the outcome you seek for your complaint:
3. Although I am unable to provide the full remedy you seek for your complaint, I will take the following actions to provide a partial outcome:

Signature of principal or other appropriate administrator: \_\_\_\_\_

Date: \_\_\_\_\_

To appeal this response, you must file a written notice of appeal with the Associate Superintendent within 10 days. A copy of the appeal form is attached to this notice.

GRAND ISLAND PUBLIC SCHOOLS

NOTICE OF APPEAL TO THE BOARD OF EDUCATION  
(Policy 8420 STUDENT DUE PROCESS RIGHTS)

To appeal a decision of a district administrator, or the lack of a timely response, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the Office of the Superintendent within ten days following the receipt of a response or, if no response, within ten days of the response deadline. Appeals will be heard in accordance with due process rights.

Name of student:

Address:

Phone number:

School:

If you will be represented in voicing your appeal, please identify the person representing you.

Name:

Address:

Phone number:

To whom did you present your appeal at the school level?

Date:

To whom did you present your appeal at the district level?

Date:

Please explain specifically how you disagree with the decision.

Parent/guardian signature: \_\_\_\_\_

Date of filing the appeal to the GIPS Board of Education: \_\_\_\_\_

## GRAND ISLAND PUBLIC SCHOOLS

### 8430 STUDENT APPEARANCE

The Grand Island Public Schools endorses the concept that appropriate school attire is conducive to a learning atmosphere. The responsibility for the appearance of the students in the Grand Island Public Schools rests with the parents and students themselves. Apparel must comply with the health and safety codes and not interfere with the educational process. Freedom of expression with respect to apparel will be tolerated only to the point of compromising safety, or communicating, to a reasonable person, an intimidating, hostile, or offensive educational environment. Apparel that advocates tolerance for or advertises controlled or illegal products or substances will not be permitted. Any question concerning appropriate apparel shall be handled on an individual basis by the immediate supervisor, teacher or building administrator.

Legal Reference: Neb Statute 79-526

Policy Adopted - November 3, 1980

Policy Reviewed 5-5-97

Policy Revised: 4-12-2011

Policy Revised: 12.12.2019

Policy Revised: ???.???.??

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## GRAND ISLAND PUBLIC SCHOOLS

### 8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES

The Grand Island Public Schools prohibits the organization of fraternities, sororities, organizations, or gangs not sponsored by GPS wherein membership is determined by members themselves. The Board considers memberships in these organizations detrimental to the good conduct and discipline of the school. Interference with the instructional program of the district by these groups will not be condoned, and no organizational activities are permitted without the sponsorship of the school district or its personnel.

In addition, the use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute which indicates or implies membership or affiliation with such a group, will not be tolerated.

Legal Reference: Neb. Statute 79-2,101 to 2,102

Policy Adopted: 12.12.2019

Policy Revised: ???.???.??

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# GRAND ISLAND PUBLIC SCHOOLS

## 8450 STUDENT DISCIPLINE

Realizing that appropriate discipline varies from situation to situation, the Grand Island Public Schools recognizes that discipline in the school is extremely important to the school program. Discipline should be positive rather than negative in nature. Discipline should foster student growth while assuring an acceptable environment in which to learn. Discipline should be considered a means of teaching and as such disciplinary efforts should be as positive as is practical. Giving credit or recognition for appropriate behavior, setting appropriate examples for students, application of conditions for learning, counseling, and involvement of parents are to be expected. Measures such as exclusion from classes or from the educational setting are to be used only as last alternatives.

Any disciplinary action will be applied fairly and consistently regardless of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, pregnancy, childbirth or related medical condition, marital status or other prohibited status. Disciplinary action will not conflict with provisions of the Individuals with Disabilities Education Act (IDEA).

References: *59 Fed. Reg. 11448 et seq. 1994*  
Policy 1310–NON-DISCRIMINATION  
Policy 8470–WEAPONS IN SCHOOLS  
Policy 8420–STUDENT DUE PROCESS RIGHTS  
*Student Discipline Act §79-259 through §79-294*

Guidelines attached - 8450.1–Administrative Guidelines for 8450

Policy Adopted - November 3, 1980

Policy Revised: 12-1-97

Policy Revised: 09.13.2012

Policy Revised: 01.10.2019

Policy Revised: ???.???.??

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GRAND ISLAND PUBLIC SCHOOLS

8450.1 Administrative Guidelines for 8450

The following is a table describing possible offenses, legal and policy references, and a range of possible consequences. This information should be used as guidance in making decisions with regard to disciplinary actions. This list is not all inclusive and infractions that are indicated might be interpreted in a wide variety of ways. The goal of the table is to provide a measure of consistency in application of consequences from incident to incident and from administrator to administrator. Each infraction carries a minimal consequence for a first and/or minor infractions. The maximal consequence should be applied only when the severity or frequency of the infraction warrant such application. All behavior incidents must be documented and coded appropriately in the GIPS student information system. All schools in GIPS will follow the GIPS Threat Assessment Guidance and Protocols. Further guidance may be provided by referring to Grand Island School Board Policies 8453–*Student Suspension, Expulsion, and Mandatory Reassignment* and 8470–*Weapons in School*.

INFRACTION	REFERENCE	OFFENSE	ACTION	
			Minimum	Maximum
Alcohol/Drug Use	8570; 8453; 28-401(6); 53-103	First/Repeat	Parent Conference/Short-term Suspension  Could include request for drug/alcohol test and/or consultation upon return to school	Long-term Suspension; Expulsion; Mandatory Reassignment; Request for drug/alcohol test upon return to school; Criminal Prosecution
Automobile Misuse	8560	First  Repeat	Oral Reprimand  Parent Conference	Short-term Suspension/Parking Privileges  Notify Authorities
Defiance of Authority		First  Repeat	Oral Reprimand  Parent Conference	In-School/Short-term Suspension  Long-term Suspension
Extortion	8453; 79-4,180(4)	First/Repeat	Parent Conference/Short-term Suspension	Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Fighting/Physical Assault	8453; 79-4,180	First  Repeat	Parent Conference/Short-term Suspension  Parent Conference/Long-term Suspension  Threat Assessment	Long-term Suspension; Expulsion; Threat Assessment; Mandatory Reassignment; Criminal Prosecution
Gambling		First  Repeat	Parent Conference  Long-term Suspension	Short-term Suspension  Expulsion/Criminal Prosecution
Inappropriate Language		First	Informal Conference	In-School/Short-term Suspension

GRAND ISLAND PUBLIC SCHOOLS

		Repeat	Parent Conference	Short-term Suspension
Lying/Forgery		First	Oral Reprimand	Short-term Suspension
		Repeat	Parent Conference	Long-term Suspension; Criminal Prosecution
Possession/Use of Tobacco	8440	First	Parent Conference	1 day in-school Suspension
		Repeat	Short Term Suspension Provide list of resources for counseling	Provide list of resources for counseling Long-term Suspension
Public Indecency (Ages 12+)	79-4,180	First/Repeat	Parent Conference	Short-term Suspension; Long-term Suspension; Expulsion; Mandatory Reassignment Criminal Prosecution
Tardiness		First	Informal Discussion	Detention
		Repeat	Parent Conference	Detention Counseling
Theft	79-4,180	First	Parent Conference	Short-term Suspension
		Repeat	Long-term Suspension	Expulsion/Criminal Prosecution
Threats/Harassment	1310; 8453; 79-4180(1),(4)	First	Parent Conference/Oral Reprimand	Short-term Suspension Threat Assessment
		Repeat	Parent Conference/Short-term Suspension Threat Assessment	Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Unexcused/ Excessive Absences	8312	First	Informal Discussion	Detention
		Repeat/ Truancy	Parent Conference Attendance Plan	Attendance Court Notify Authorities
Vandalism (including Arson)	8453; 70-4,180(2)	First/Repeat	Parent Conference/Short-term Suspension	Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Weapons	8470; 8453; 79-4,180(5)	First/Repeat	Parent Conference/Short-term Suspension/ Threat Assessment Expulsion (Firearm)	Long-term Suspension; Expulsion; Threat Assessment; Mandatory Reassignment; Criminal Prosecution

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### 8453 STUDENT SUSPENSION, EXPULSION, AND MANDATORY REASSIGNMENT

The Board of Education authorizes the administration of the Grand Island Public Schools to utilize emergency exclusion, short or long-term suspension, expulsion, or mandatory reassignment for certain situations or conduct prohibited by the board's rules, standards established pursuant to the *Student Discipline Act* [§79-254 to §79-294] and applicable federal regulations.

For the purposes of this policy unless otherwise noted:

- a) Short-term suspension shall mean denying the student the right to attend school or take part in any school function for a period of up to five school days [§79-256];
- b) Long-term suspension shall mean exclusion for a period exceeding five school days but less than twenty school days [§79-256];
- c) Except as provided in the *Elementary and Secondary Education Act of 1965* (as amended on 3-31-94 to include Title VIII Sec.3001 *Gun Free Schools Act*) and Grand Island School Board Policy 8470-*Weapons In School*, expulsion shall mean exclusion from school for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred 1) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or 2) within ten days prior to the end of the second semester, in which case the expulsion shall remain in effect for any summer school and the first semester of the following school year, or 3) such action may be modified or terminated by the school district at any time during the expulsion period. [79-4,196, §79-256 and §79-283]
- d) Emergency exclusion shall be of either long or short term duration as above and shall be utilized in the following situation:
  - 1) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - 2) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Such an emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five days or less, the procedures for a short-term suspension shall be followed. If the superintendent or designee determines that such emergency exclusion shall extend beyond five days, a hearing will be held and a final determination made within ten school days after the initial date of exclusion. Such procedure shall substantially comply with the procedures set forth in state statutes 79-266 to 287 for a long-term suspension or expulsion and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

- e) Mandatory reassignment shall mean the involuntary transfer of a student to another school in connection with any disciplinary action [§79-256].

Students may be suspended, expelled or reassigned subject to procedural provision of the *Student Disciplinary Act* when any of the following actions occur on school grounds or during educational functions or events off school grounds (note exception in section h.):

- a. Use of violence, force, coercion, threat, intimidation or similar conduct that constitutes interference with school purposes [§79-267];
- b. Willfully causing or attempting to cause damage to private or school property, stealing, or attempting to steal property of substantial value, or repeated damage or theft of property [§79-256];
- c. Causing or attempting to cause personal injury to a school employee, school volunteer, or student [§79-256];

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- d. Threatening or intimidating a student trying to get money or anything of value from the student [§79-256];
- e. Possessing, handling or transmitting any object or materials generally considered a weapon [§79-256 and Grand Island School Board Policy 8470–*Weapons In School*];
- f. Unlawful possession, selling, dispensing, or use of a controlled substance, an imitation controlled substance, a substance represented to be a controlled substance, alcoholic liquor, or being under the influence of a controlled substance or alcoholic liquor [§79-256];
  - 1) CONTROLLED SUBSTANCE shall mean a drug, substance, or immediate precursor in Schedules I to V of section 28-405\*. Controlled substance shall not include distilled spirits, wine, malt beverages, tobacco, or any non narcotic substance if such substance may, under the Federal Food, Drug, and Cosmetic Act and the law of this state, be lawfully sold over the counter without a prescription. [ref. § 28-401(4)]
  - 2) IMITATION CONTROLLED SUBSTANCE shall mean a substance which is not a controlled substance but which, by way of express or implied representations and consideration of other relevant factors, would lead a reasonable person to believe the substance is a controlled substance. A placebo or registered investigational drug manufactured, distributed, possessed, or delivered in the ordinary course of practice or research by a health care professional shall not be deemed to be an imitation controlled substance. [ref. § 28-401 (36)]
  - 3) ALCOHOLIC LIQUOR shall include alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. Alcoholic liquor shall also include confections or candy with alcohol content of more than one-half of one percent alcohol. The act shall not apply to (a) alcohol used in the manufacture of denatured alcohol produced in accordance with acts or Congress and regulations adopted and promulgated there under, (b) flavoring extracts, syrups, medicinal, mechanical, scientific, culinary, or toilet preparations, or food products unfit for beverage purposes, but the act shall not be construed to exclude or not apply to alcoholic liquor used in the manufacture, preparation, or compounding of such products or confections or candy that contains more than one-half of one percent alcohol, (c) wine intended for use and used by any church or religious organization for sacramental purposes, or (d) any beverage with less than five-tenths of one percent of alcohol by volume. [ref. § 53-103(6)]
- g. Public indecency, (applicable to students ages twelve to nineteen) [§79-267],  
A person commits “public indecency”, a Class II misdemeanor, if such person performs or procures, or assists any other person to perform, in a public place and where the conduct may reasonably be expected to be viewed by members of the public:
  - a) An act of sexual penetration; or
  - b) An exposure of the genitals of the body done with intent to affront or alarm any person; or
  - c) A lewd fondling or caressing to the body of another person of the same or opposite sex. [ref. §28-806]
- h. Sexual assault or attempted sexual assault of any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function or event. For the purpose of this subdivision, sexual assault in the first degree and sexual assault in the second degree as defined. [§79-267];  
"Sexual Assault" shall mean any person who subjects another person to sexual penetration and
  - a) overcomes the victim by force, threat of force, expressed or implied, coercion, or deception,
  - b) knew or should have known that the victim was mentally or physically incapable of resisting or appraising the nature of his or her conduct,
  - c) the actor is nineteen years of age or older and the victim is less than sixteen years of age. [ref. §28-320], or

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- d) sexual assault of a child in the first degree as defined in section 28-319.01
- i. Engaging in any activity forbidden by law which activity constitutes a danger to other students or interferes with school purposes [§79-267];
- j. Repeated violations of any established rule if such violation constitutes a substantial interference with school purposes [§79-267].

Any of the above listed activities may constitute violation of the *Nebraska Criminal Code* and as such will be cause for law enforcement involvement and parental notification as per §79-293 and §79-294 of the *Student Disciplinary Act* (see below).

Any suspension or expulsion under this policy shall comply with the requirements of *the Special Education Act* and the federal *Individuals with Disabilities Education Act* (IDEA) 20 U.S.C. 1401 et seq. [§79-259].

In all matters involving exclusion, suspension, expulsion, or mandatory reassignment of a student, the student will be given procedural due process as per the *Student Discipline Act* Section §79-259 to §79-294.

### Violations of Law Relating to Suspensions or Expulsions:

- 1) Student violations or suspected violations of Nebraska law will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Student violations of school policy that are not apparent violations of law will be addressed by school administrators without reporting them to law enforcement. Administrators should consider the student's maturity, and known behavioral, emotional or mental disorders, if applicable. It will be the responsibility of the referring administrator to contact the student's parent that a referral to legal authorities has been or will be made, if applicable.

On or before August 1 the school board will annually review the reporting guidelines above with the County Attorney. These shall be distributed to all parents and guardians and their students at the beginning of each school year, or at the time of enrollment if during the school year. The guidelines shall also be posted conspicuously in each school during the school year.

- 2) Except in instances of suspected child abuse, when a principal or designee releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, immediate steps shall be taken to notify the parent, guardian, or other relative having control of the minor about the minor's release to the officer and about the place to which the minor is reportedly being taken. In cases of suspected child abuse, the principal or designee will provide the law enforcement officer with the address and telephone number of the minor's parents or guardian.

Supplemental to these procedures, a special education student must be provided with additional procedures. A determination should be made of whether the student is actually guilty of the misconduct. A staffing team should determine whether the student's behavior is caused by the student's disability and whether the conduct is the result of inappropriate placement. Discussions and conclusions of this meeting should be recorded.

If the special education student's conduct is not caused by the disability, the student may be expelled or suspended for a long-term period following written notice to the parent and pursuant to the school district's expulsion hearing procedures. If the misconduct is caused by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the school district.

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References: *Elementary and Secondary Education Act of 1965* as amended to include *the Gun Free Schools Act*, Title VIII, Sec. 3001 (4-31-94)  
Neb. Statute 28-1204.04  
20 U.S.C. §§ 1400 et seq. (Individuals with Disabilities Education Act)  
34 C.F.R. §§ 104.1 et seq.  
34 C.F.R. §§ 300 et seq.  
*Goss v. Lopez*, 419 U.S. 565 (1975).  
*Wood v. Strickland*, 420 U.S. 308 (1975)

*Student Discipline Act* as described in §79-259 through §79-294 (For reference purposes §79-293 and §79-294 are provided):

"[79-293]... (1) The principal of a school or the principal's designee shall notify as soon as possible the appropriate law enforcement authorities of the county or city in which the school is located of any act of the student described in section §79-267 which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code.

(2) The principal, the principal's designee, or any other school employee reporting an alleged violation of the Nebraska Criminal Code shall not be civilly or criminally liable as a result of any report authorized by this section unless (a) such report was false and the person making such report knew or should have known it was false or (b) the report was made with negligent disregard for the truth or falsity of the report.

[§79-294]... When a principal or other school official releases a minor student to a peace officer...for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the peace officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held or that the disclosure would cause the custody of the minor to be disturbed, the peace officer may refuse to disclose the place where the minor is being held for a period not to exceed twenty-four hours. The peace officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held and any subsequent detention hearing."

§28-405 is a lengthy listing and description of several hundred controlled substances by official, generic, common, chemical, brand, or trade name. This information is available online.

(<https://nebraskalegislature.gov/laws/statutes.php?statute=28-405>).

Legal Reference: Ref. § 79-254 to 79-294

Cross Reference: Policy 8470 Weapons In School  
Policy 8513 Communicable Disease Control  
Policy 8420 Student Due Process Rights

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Policy Adopted: 11- 3-80  
Policy Revised: 4-10-95  
Policy Revised: 6-14-07  
Policy Revised: 8.9.2012  
Policy Revised: 10.11.2018  
Policy Revised: 09.12.2019  
Policy Revised: 03.16.2020  
Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management  
Coordinator for Staff Complaints  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: wstelk@gips.org  
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

## 8454 HAZING

The Grand Island Public Schools prohibits hazing activities. Hazing shall mean any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any organization of student members, including groups, clubs, organizations, grade levels, classes, teams, and other activities operating under the sanction of the Grand Island Public Schools. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges, expulsion, and referral to legal authorities.

Prohibited activities shall include, but not be limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drugs, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment, or the performance of any unlawful act which endangers the physical or mental health or safety of any person. Further, such prohibited activities shall be irrespective of the willingness of the victim to participate, or whether they occur off or on school grounds. The list below provides some common example of hazing traditions:

### **A. Subtle Hazing**

Subtle hazing is behavior that emphasizes a power imbalance between new members/rookies and other members of the group or team. Termed “subtle hazing” because these types of hazing are often taken-for-granted or accepted as harmless or meaningless. Subtle hazing typically involves activities or attitudes that breach reasonable standards of mutual respect and place new members/rookies on the receiving end of ridicule, embarrassment, and/or humiliation tactics. New members/rookies often feel the need to endure subtle hazing to feel like part of the group or team.

*Examples:*

- Deception
- Assigning demerits
- Silence periods with implied threats for violation
- Deprivation of privileges granted to other members
- Requiring new members/rookies to perform duties not assigned to other members
- Socially isolating new members/rookies
- Line-ups and Drills/Tests on meaningless information
- Name calling
- Requiring new members/rookies to refer to other members with titles while they are identified with demeaning terms

### **B. Harassment hazing**

Harassment hazing is behavior that causes emotional anguish or physical discomfort in order to feel like part of the group. Harassment hazing confuses, frustrates, and causes undue stress for new members/rookies.

*Examples:*

- Verbal abuse
- Threats or implied threats
- Asking new members to wear embarrassing or humiliating attire
- Stunt or skit nights with degrading, crude, or humiliating acts
- Expecting new members/rookies to perform personal service to other members such as carrying books, errands, cooking, cleaning, etc
- Sleep deprivation
- Sexual simulations
- Expecting new members/rookies to be deprived of maintaining a normal schedule of bodily cleanliness
- Be expected to harass others

### **C. Violent Hazing**

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Violent hazing is behavior that has the potential to cause physical and/or emotional, or psychological harm.

*Examples:*

- Forced or coerced alcohol or other drug consumption
- Beating, paddling, or other forms of assault
- Branding
- Forced or coerced ingestion of vile substances or concoctions
- Burning
- Water intoxication
- Expecting abuse or mistreatment of animals
- Public nudity
- Expecting illegal activity
- Bondage
- Abductions/kidnaps
- Exposure to cold weather or extreme heat without appropriate protection

Any person who believes he or she has been a victim of hazing or any person with knowledge of an activity, which may constitute hazing, shall report the activity to a building administrator. The building principal shall undertake or authorize an investigation into the alleged prohibited activities and take appropriate action. Such action may include, but not be limited to, verbal or written reprimand, suspension, expulsion, administrative transfer, termination, discharge, or referral to legal authorities.

Legal Reference:           Neb. Rev. Stat. §§ 79-2,101 to 79-2,103  
                                  Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
                                  Reference Neb. Rev. Stat. §§ 28-311.06 to 28-311.07

Policy Adopted: 10-5-00  
Policy Revised: 10.11.12  
Policy Revised: 09.08.2016  
Policy Revised: ???.???.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

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8455 BULLYING AND HARASSMENT (Students)

**I. General Statement of Policy**

It shall be the policy of the Grand Island Public Schools to prohibit any form of bullying, including harassment or violence, on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, in all staff employment situations, academic offerings, and extra-curricular activities, including school-sponsored events away from school. Conduct which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment will not be tolerated. Any act of bullying or harassment by either staff or students will result in disciplinary action.

It shall also be a violation of district policy for any teacher, administrator, or other school personnel of this district to tolerate bullying or harassment because of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, as defined by this policy, by a student, teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the school district.

For the purposes of this policy school personnel shall include Board members, employees, students, agents, volunteers, contractors, or any other persons subject to the supervision and control of the district.

The school district will act to promptly investigate all complaints, either formal or informal, verbal or written, of bullying or harassment; to promptly take action to protect individuals from further bullying or harassment; and, if it determines that bullying or harassment occurred, to promptly and appropriately discipline any student, teacher, administrator or other school personnel who is found to have violated this policy and/or to take other appropriate action reasonably calculated to end the activity.

**II. Definitions and Examples**

*Bullying*

For the purposes of this policy, bullying consists of any ongoing pattern of physical, verbal, or electronic ("cyber-bullying") abuse. Bullying may also include harassment on the basis of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status.

*Sexual Harassment*

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually-motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
- that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile or offensive employment or educational environment.

*Sexual Orientation*

For the purposes of this policy, sexual harassment on the basis of sexual orientation is defined in the following terms:

- Gender-based discrimination is a form of sex discrimination, and refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.

Examples of conduct, which may constitute sexual harassment, include:

- stalking;
- sexual advances;
- touching, patting, grabbing or pinching another person's intimate parts, whether that person

is of the same sex or the opposite sex;

- coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
- graffiti, written material, or graphics of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;
- touching oneself sexually or talking about one's sexual activity in front of others;
- spreading rumors about or rating other students as to sexual activity or performance;
- unwelcome, sexually-motivated or inappropriate patting, pinching or physical contact; or
- other unwelcome sexual behavior or words, including demands for sexual favors, when accompanied by implied or overt threats concerning an individual's educational status or implied or overt promises of preferential treatment.

This prohibition does not preclude legitimate, non-sexual physical conduct such as the use of necessary restraints to avoid physical harm to persons or property or conduct such as a teacher's consoling hug of a young student or one student's demonstration of a sports move requiring contact with another student.

#### *Disability*

For purposes of this policy, harassment, because of the disability, consists of verbal or physical conduct relating to an individual's physical or mental impairment when:

- the harassing conduct is so severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment;
- the harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- the harassing conduct otherwise adversely affects an individual's learning opportunities.

Examples of conduct which may constitute harassment because of disability include:

- graffiti containing offensive language, which is derogatory to others because of their physical or mental disability;
- threatening or intimidating conduct directed at another because of the other's physical or mental disability;
- jokes, rumors or name calling based upon an individual's physical or mental disability;
- slurs, negative stereotypes, and hostile acts, which are based upon another's physical or mental disability;
- graphic material containing comments or stereotypes, which is posted or circulated, and which is aimed at degrading individuals or members of protected classes;
- a physical act of aggression or assault upon another because of, or in a manner reasonably related to, an individual's physical or mental disability; or
- other kinds of aggressive conduct such as theft or damage to property, which is motivated by an individual's physical or mental disability.

#### *Unlawful Harassment as a form of Discrimination in Programs or Activities that receive Federal Financial Assistance*

Harassment based on an individual's: race, color, or national origin (Title VI of the Civil Rights Act of 1964); disability in all programs or activities (Section 504 of the Rehabilitation Act of 1973); sex (Title IX of the Education Amendments of 1972); age (Age Discrimination Act of 1975); and/or discrimination on the basis of disability by public entities (Title II of the Americans with Disabilities Act of 1990) that consists of physical or verbal conduct relating to any one of these protected categories of individuals and:

- creates an intimidating, hostile, or offensive working or educational environment; or
- substantially or unreasonably interferes with an individual's work or education; or
- otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct that may constitute such unlawful harassment include:

- graffiti containing racially offensive language;

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- name calling jokes or rumors based on an individual's race, color, national origin, age, sex, or disability;
- physical acts of aggression against a person or his property because of that person's race, color, national origin, age, sex, or disability;
- Hostile acts that are based on an individual's race, color, national origin, age, sex, or disability and/or;
- written or graphic material which is posted electronically or circulated and which intimidates or threatens individuals based on their race, color, national origin, age, sex, or disability.

Because of the potential misuse of electronic media, photo, or video material in violation of this policy, the use of any electronic media, photographic, or video equipment without expressed administrative consent is prohibited.

References: *Title IX, Education Amendments of 1972*  
*Title VII of the Civil Rights Act of 1964, as amended*  
*Age Discrimination in Employment Act of 1975*  
*Section 504 of the Rehabilitation Act of 1973*  
*Title II, Americans with Disabilities Act of 1990*  
*Civil Rights Act of 1991*  
*Ne. Rev. Stat. 79-267 (2010)*

Policy Adopted 4-10-08  
Policy Revised 5-14-09  
Policy Revised 09.08.2011  
Policy Revised 05.14.2015 – Public hearing  
Policy Reviewed 05.12.2016 – Public Hearing  
Policy Reviewed: 05.11.2017 – Public Hearing  
Policy Reviewed: 06.13.2019 – Public Hearing  
Policy Reviewed: 07.09.2020 – Public Hearing  
**Policy Revised: ???.??.??**

*This policy is a repeat of 1311 Bullying and Harassment (Staff)*  
*Refer to 1310 Nondiscrimination for Administrative Procedures (1310.1) and the complaint form (1310.2)*

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: [rdexter@gips.org](mailto:rdexter@gips.org)  
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Title: Mr. Wayne Stelk, Chief of Human Capital Management  
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8550 CHILD ABUSE/NEGLECT

When any staff member or volunteer has reasonable cause to believe that a child has been subjected to abuse or neglect, or observes a student(s) being subject to conditions or circumstances which would result in abuse or neglect, shall report such incident or cause a report to be made within a 24-hour period to the proper law enforcement agency or to the Department of Health and Human Services. The principal shall ensure that the report has been made to the proper law enforcement authorities. This requirement shall apply to all staff, including coaches and volunteers, participating in interstate amateur athletic competition.

For the purpose of this policy abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child to be: (a) Placed in a situation that endangers his or her life or physical or mental health; (b) Cruelly confined or cruelly punished; (c) Deprived of necessary food, clothing, shelter, or care; (d) Left unattended in a motor vehicle if such minor is six years of age or younger; (e) Sexually abused; or (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films or depictions.

Any person making such a report as required by law will be immune from any civil or criminal liability, except for in the case of making maliciously false statements.

Failure to make such a required report, or knowingly releasing confidential information other than permitted by law will result in a Class III misdemeanor.

It is not the responsibility of staff or volunteers to prove that a student has been abused or neglected. Staff or volunteers should not take it upon themselves to investigate the case or contact the family of the student.

Reference: Neb. Statute 28-711  
34 U.S.C. § 20341

Incident Report attached

Policy Adopted -November 3, 1980  
Policy Revised: 3-2-98  
Policy Revised: 2-7-07  
Policy Revised: 04.12.2018  
Policy Revised: 10.11.2018  
Policy Revised: ???.???.??

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Title: Dr. Robin R. Dexter, Associate Superintendent  
Coordinator for Student Complaints and Compliance Coordinator  
Office address:  
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802  
Email: rdexter@gips.org  
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management

## GRAND ISLAND PUBLIC SCHOOLS

Coordinator for Staff Complaints

Office address:

Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802

Email: [wstelk@gips.org](mailto:wstelk@gips.org)

Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

**Incident Report  
Suspected Abuse**

Name of Student Involved: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Male  Female

Parent or Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Alleged Abuser: \_\_\_\_\_

Date and Place of Incident or Incidents: \_\_\_\_\_

\_\_\_\_\_

**Description of Misconduct (Attach report if necessary):**

**Name of Witnesses (Complete witness report):**

1) \_\_\_\_\_

2) \_\_\_\_\_

**Other Information (Inc. evidence of abuse, i.e. letters, photos, etc.):** \_

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
**Signature of Investigator**

\_\_\_\_\_  
**Date**

**Witness Disclosure Form**

**Name of Witness:** \_\_\_\_\_

**Position of Witness:** \_\_\_\_\_

**Date of Testimony, Interview:** \_\_\_\_\_

**Description of Instance Witnessed (Attach report if necessary):**

**Other Information:**

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

8551 ABUSE OF STUDENTS BY STAFF

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

All instances of suspected or potential abuse will be reported as required by Policy 8550–Child Abuse/Neglect.

The district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of allegations. The process of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and maintain confidentiality of the reporting and investigation process.

The Superintendent will appoint an investigator (typically the District’s Liaison Officer or a School Resource Officer). An alternative investigator may be appointed as necessary (i.e. same sex investigator as appropriate). The investigator will pass the findings to the Superintendent and proper authorities.

**Physical Abuse.** Physical abuse is non-accidental physical injury to the student as a result of the action of an employee. Injury occurs when evidence of it is still apparent at least twenty-four hours after its occurrence. The following *do not* constitute physical abuse, and no employee is prohibited from:

1. Using reasonable and necessary force, not designed or intended to cause pain:
  - a) To quell a disturbance or prevent an act that threatens physical harm to any person.
  - b) To obtain possession of a weapon or other dangerous object within a pupil’s control.
  - c) For purposes of self-defense or defense of others as provided for in Neb. Stat. 28-1409 and 1410.
  - d) For the protection of property as provided in Neb. Stat. 28-1411.
  - e) To remove a disruptive pupil from class, or any area of the school premises or from school-sponsored activities off school premises.
  - f) To prevent a student from self-infliction of harm.
  - g) To protect the safety of others.
2. Using incidental, minor, or reasonable physical contact to maintain order and control. In determining the reasonableness of the contact or force used, the following factors shall be considered:
  - a) The nature of the misconduct of the student, if any, precipitating the physical contact by the school employee.
  - b) The size and physical condition of the student.
  - c) The means or device used in making the physical contact.
  - d) The motivation of the school employee in initiating the physical contact.
  - e) The extent of injury to the student resulting from physical contact.

“Reasonable force” is that force and no more which a reasonable person, in like circumstance, would judge to be necessary to prevent an injury or loss and can include deadly force if it is reasonable to believe that such force is necessary to avoid injury or risk to one’s life or safety or the life or safety of another, or it is reasonable to believe that such force is necessary to resist a like force or threat.

**Sexual Abuse.** Sexual abuse is defined as including sexual acts involving a student, acts that encourage the student to engage in prostitution, inappropriate, intentional sexual behavior or physical manifestations of sexual harassment by the employee toward a student. “Sexual harassment” is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly as a term or condition of the student’s education or benefits;

## GRAND ISLAND PUBLIC SCHOOLS

- Submission to or rejection of the conduct is used as the basis for academic decisions affecting that student; or
- The conduct has the purpose or effect of substantially interfering with a student's academic performance by creating an intimidating, hostile or offensive educational environment.

Legal Reference: Neb. Rev. Stat. 79-295

Cross Referenced: 8550 CHILD ABUSE  
8551 ABUSE FO STUDENTS BY EMPLOYEES  
8451 CORPORAL PUNISHMENT/USE OF PHYSICAL FORCE  
1311 BULLYING AND HARASSMENT

Policy Adopted 2-7-07

Policy Reviewed: 04.12.2018

Policy Revised: ???.??.

(This policy is repeated in 6214)

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For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

GRAND ISLAND PUBLIC SCHOOLS

8551.1—Administrative Procedures for 8551

When any school personnel suspects or has knowledge of any type of abuse or neglect as defined by Grand Island Board of Education Policy 8550 or 8551, the principal or administrator in authority will be notified immediately.

- 1) In the case of suspected abuse or flagrant neglect, the witness or complainant shall contact the proper authorities after reporting to the school administrator, and apprising him or her of the situation. An oral report shall be made on the HHS Child Abuse Hotline at 800-652-1999. *Every case of suspected abuse or neglect will be reported to the proper authorities.*
- 2) The authorities will be responsible for a formal investigation and will contact the parents/guardians.
- 3) Following police contact, the administrator or Liaison Officer will complete an incident report (attached) and place on file at school building.
- 4) If neglect of a non-flagrant nature is suspected, the administrator will document incidences on the attached form. If three documented incidences occur the School/Community Liaison office will be contacted for investigation. The School/Community Liaison officer will contact the appropriate authorities, if warranted. Documented incidences should be forwarded to the Superintendent's Office after contact with authorities.
- 5) All information regarding the involved student must remain confidential. During the investigation, the administrator shall make every effort to ensure that the student is protected from harm.

**Incident Report  
Suspected Abuse**

Name of Student Involved: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Male  Female

Parent or Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Alleged Abuser: \_\_\_\_\_

Date and Place of Incident or Incidents: \_\_\_\_\_

\_\_\_\_\_

Description of Misconduct (Attach report if necessary):

Name of Witnesses (Complete witness report):

1) \_\_\_\_\_

2) \_\_\_\_\_

Other Information (Inc. evidence of abuse, i.e. letters, photos, etc.):\_

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
Signature of Investigator

\_\_\_\_\_  
Date

**Witness Disclosure Form**

**Name of Witness:** \_\_\_\_\_

**Position of Witness:** \_\_\_\_\_

**Date of Testimony, Interview:** \_\_\_\_\_

**Description of Instance Witnessed (Attach report if necessary):**

**Other Information:**

*I agree that all of the information on this form is accurate and true to the best of my knowledge.*

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Date**

## GRAND ISLAND PUBLIC SCHOOLS

### 8552 DATING VIOLENCE PREVENTION

Grand Island Public Schools prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities or school-sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

This policy shall be published in the student handbook.

Legal Reference: Neb. Statute 79-2,141

Policy Adopted: 06.10.2010

Policy Reviewed: 04.12.2018

Policy Revised: ???.???.??

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## GRAND ISLAND PUBLIC SCHOOLS

### 4510 NAMING OF FACILITIES

The official name selected for a facility or a portion thereof is a vital factor in the public image of the school district. The honor and integrity of the name selected reflects upon the facility and the district. Any proposed name that is incompatible with the best interests of the district its educational mission, values or public image may be rejected by the Board of Education.

#### A. Committee Procedures For Selecting Names:

Facilities under the direction of the Grand Island Board of Education will be named by the following procedures:

1. The Grand Island Board of Education will appoint a special committee whose function will be to review potential names and to make recommendations to the Board of Education.
2. The committee will have representatives from the Board of Education, community leadership, administration, and teaching staff.
3. The public and members of the staff will be invited to suggest names to the committee along with documentation to support the nomination.
4. The committee will be allowed to establish procedures for determining the recommendations.
5. The Board is ultimately responsible for naming facilities and may reject any or all recommendations.

At the discretion of the Board of Education a similar procedure may be used for re-configured or renovated facilities or naming portions of existing facilities.

#### B. Naming to Acknowledge Financial Contribution

Financial contributions shall not give rise to any right, belief or expectation that a facility or a portion thereof will be named for the person(s), organization, association or business making the contribution, except that at the discretion of the Board of Education school facilities or portions thereof may be named for a person(s), organization or business that made significant financial contributions for the construction, maintenance or furnishing of the facility, with the Board considering the following criteria:

1. Preference is given to the name of a person or family.
2. The name of a business or organization may be used. ~~but logos, trade names, brand names, labels or trademarks are discouraged on school facilities.~~
3. **The Board shall approve use of logos, design and placement of logos, trade names, brand names, labels or trademarks.**

#### C. Removal of Names from Facilities.

The Board of Education may remove a name from a school facility or a portion thereof for the following reasons:

1. The name is no longer compatible with the best interests of the district, its educational mission, values or public image, or no longer reflects the honor and integrity of the district; or
2. The named business or organization ceases doing business in Hall County, Nebraska, or ceases doing business under the name used on a facility.

Policy Adopted: 5-10-07

Policy Revised 1-8-09

Policy Reviewed: 07.13.2015

Policy Reviewed: 01.11.2018

Policy Revised: ???.???.??

## **Grand Island Senior High Academic Hall of Fame**

### **Purpose**

- Recognize students who have demonstrated outstanding academic performance on local, state and national measures of scholastic achievement.
- Create enthusiasm and inspire a desire for scholastic accomplishments.
- Promote personal growth through scholastics, activities, and proper virtues.

### **Advisory Council**

- The control is vested in the Grand Island Public Schools Board of Education.
- Permanent members of the Advisory Council will include Senior High Principal and the GIPS Superintendent or designee.
- Members of the Advisory Council will be selected and governed by the Senior High Principal.
- The Advisory Council will include four Senior High staff familiar with scholastic merits and character background of candidates.
- The council will hold two annual meetings to select members from the most recent graduated class who fulfill the Wall of Honor requirements. The council may schedule other meetings if it determines a need.

### **Membership**

- Students who graduated from Senior High in 2000 or later and attended for a minimum of four semesters or two years are eligible.
- To be eligible students must score at the ninety-ninth percentile or above on the ACT or SAT college admission exam and rank number one in their class.
- Starting with the Class of 2020 students must graduate with Summa Cum Laude distinction along with the required ACT or SAT score.
- Members must have participated in at least one school approved club or organization.
- Candidates with violations of school rules, code of ethics, or the law will not be considered.
- Members will be portrayed on a wall at Grand Island Senior High. The council shall conduct an introduction ceremony to present awards to those duly elected to the Hall of Fame. A perpetual display containing the names and or other displays as determined by the council of all members of the Academic Hall of Fame will be maintained by Grand Island Senior High and will be on display in a prominent place in the school building.
  - In the unlikely event that the Board of Education determines in its reasonable and good faith opinion that circumstances have changed such that the naming designation would adversely impact the reputation, image, mission, or integrity of GIPS; the Board of Education in its sole and absolute discretion may remove the name.

### **Induction Ceremony**

The council shall conduct an annual introduction ceremony to present awards to those duly selected for the Academic Hall of Fame. A perpetual display containing the names and or other displays as determined by the council of all members of the Academic Hall of Fame will be maintained by Grand Island Senior High and will be on display in a prominent place in the school building. Funds to support future updates and expansion can be donated to and maintained with the Grand Island Public Schools Foundation.

## GRAND ISLAND PUBLIC SCHOOLS

### GRAND ISLAND SENIOR HIGH ATHLETIC HALL OF FAME

#### **Mission**

To recognize and honor former student-athletes, coaches, teams, administrators, and significant contributors for their outstanding accomplishments and contributions to the Grand Island Senior High's rich athletic history.

The primary duty of the Athletic Hall of Fame Advisory Council shall be the annual selection of individuals and selected teams to the Athletic Hall of Fame. Additional responsibilities may be assigned and sub-committees may be created as needed. Council members are expected to attend committee meetings and Athletic Hall of Fame induction events.

#### **Members of the Hall of Fame Committee ADVISORY COUNCIL**

- The Hall of Fame Advisory Council shall consist of a minimum of 11 and a maximum of 13 members, represented equitably by gender, to include any of the following:
  - Director of Athletics
  - Current and past members of the Grand Island Senior High School administration or Coaching Staff
  - Alumni
  - One At-Large Community Representative
  - Permanent council members include: Director of Athletics, Grand Island Senior High Principal, and GIPS Superintendent or designee.
- All council members shall have full voting privileges concerning committee action.
- A quorum (one more than half of the council members) must be present for Athletic Hall of Fame business to be conducted.
- The Director of Athletics and Chair will review the membership every two (2) years and make recommendations, if necessary, to the council.

#### **Hall of Fame Qualifications**

To be considered for the Grand Island Senior High School Athletic Hall of Fame an Individual, Team, Coach, Administrator or Contributor must meet the following criteria:

- Athletes must have been out of school a minimum of five (5) years.
- Teams are eligible ten (10) years from the completion of their athletic season of accomplishment. A team's induction to the Athletics Hall of Fame shall not preclude the induction of any individual student-athlete on that team. Only one team may be inducted each year.
- Current and past Coaches at Grand Island Senior High School.
- Administrators and Contributors that have given meritorious service to the athletic program.
- The nominee must have exemplified the qualities of good citizenship and personal integrity, both while as a student at Grand Island Senior High and throughout his or her life.

In addition, the following criteria will be used in the selection for induction:

- *Individual Athlete:*
  - Athletic Achievements at Grand Island Senior High (e.g., All State, All Conference, All City, etc.)
  - Athletic Achievements in College
  - Amateur or Olympic Achievements
  - Professional accomplishments
- *Team, Coach, Administrator or Contributors:*
  - Team Records or Accomplishments
  - Coaching Records or Accomplishments
  - Outstanding Service to Grand Island Senior High

### **Selection Process and Recognition**

#### Nomination Form:

The Hall of Fame Council will solicit nominations from members of the Grand Island Senior High Community. The nomination form should appear in appropriate Grand Island Senior High publications and on the web site. Nominations should be in the appropriate form and should be supported by accurate and specific information, including justification for induction. Self-nominations or unsigned/anonymous nominations will not be accepted.

#### Deadline for Nominations:

Nominations should be submitted to the Athletic Director's Office by September 1<sup>st</sup> for consideration for that year's inductees.

#### Nominating Consideration:

- The chair may appoint a Nominating Committee of no less than four (4) members and a chair. In the event a Nominating Committee is not appointed, then the Hall of Fame Council shall consider the nominations.
- Nominations shall be sought by the full council and by the public.
- Said committee shall undertake whatever research is necessary to evaluate the candidates.
- In the event a Nominating Committee is established, then at a designated meeting of the full council, the Nominating Committee shall submit a list of annual candidates to the full council for vote.
- Holdover candidates from year to year shall be judged on their merits on a case-by-case basis. Said Committee shall have the prerogative to re-submit holdover candidates. There shall be no predetermined expiration for considering holdover candidates.

A quorum (one more than half of the full council members) must be present for Athletic Hall of Fame business to be conducted.

To earn selection into the Athletic Hall of Fame, a nominee must receive a vote from seventy percent (70%) of the selection committee.

In any given year, the Athletic Hall of Fame Council is not required to select members for induction.

In the event that a council member is being considered as a candidate for the Hall of Fame, that council member shall not vote and shall excuse themselves from deliberations concerning his/her nomination.

### **Induction Ceremony**

The council shall conduct an annual introduction ceremony to present awards to those duly elected to the Hall of Fame. A perpetual display containing the names and or other displays as determined by the council of all members of the Athletic Hall of Fame will be maintained by Grand Island Senior High and will be on display in a prominent place in the school building. Funds to support future updates and expansion can be donated to and maintained with the Grand Island Public Schools Foundation.

In the unlikely event that the Board of Education determines in its reasonable and good faith opinion that circumstances have changed such that the naming designation would adversely impact the reputation, image, mission, or integrity of GIPS; the Board of Education in its sole and absolute discretion may remove the name.

### **Amendments**

Members of the Athletic Hall of Fame Council must propose changes to these bylaws. Proposed changes shall become effective upon the agreement of a majority of the council and approval from the GIPS Board of Education.

# EXTENSION AGREEMENT

## GISH WEST GYM SCOREBOARD AND MEMORIAL STADIUM DISPLAYBOARD PARTNERSHIP AGREEMENTS

**BE IT RESOLVED, that due to the unforeseen conditions created by the novel COVID-19 pandemic, and in an effort to show our appreciation to our generous Business Partners, Grand Island Public Schools desires to enact the following Extension Agreement with our Business Partners.**

This Extension Agreement entered into this 12<sup>th</sup> day of November, 2020 by and between Grand Island Public Schools, hereinafter referred to as "GIPS", and

---

hereinafter referred to as "Business Partner," the parties hereby agree as follows:

1. This agreement certifies that the parties agree to extend the Partnership Agreement for an addition time period of one year, starting at the end of the initial term, for one additional year only.
2. This agreement will be extended for the one year at no additional cost to the Business Partner.
3. All other terms, covenants and conditions of the Partnership Agreement shall remain in force and effect and no term, covenant or condition of the Partnership Agreement shall be deemed waived.

### **BUSINESS PARTNER**

Business:

Address:

City, State, Zip:

Phone:

Fax:

Email:

### **GRAND ISLAND PUBLIC SCHOOLS**

Contact name:

Address: Kneale Administration Bldg. 123 South Webb Rd. P.O. Box 4904

City, State, Zip: Grand Island, NE 68802

Phone: (308) 385-5900 x1144

Fax: (308) 385-5949

Email: businessoffice@gips.org

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Authorized Signature and Title

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Date

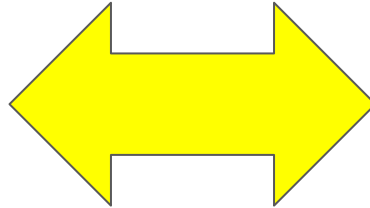


# **BOE Summary of Applications to Switch, To Onsite or to Virtual**

**:: October 8, 2020 ::**



# Switching, 1st Trimester

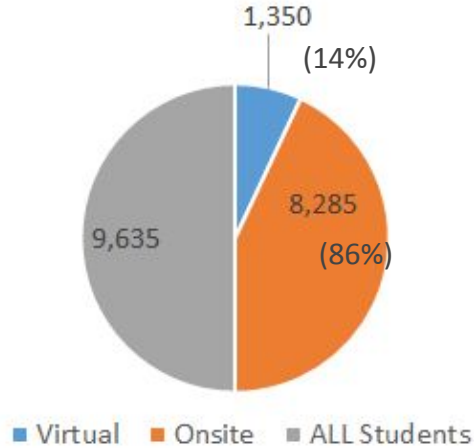


- What are the current numbers?
- How are we minimizing the burden on students/teachers?
- Next steps

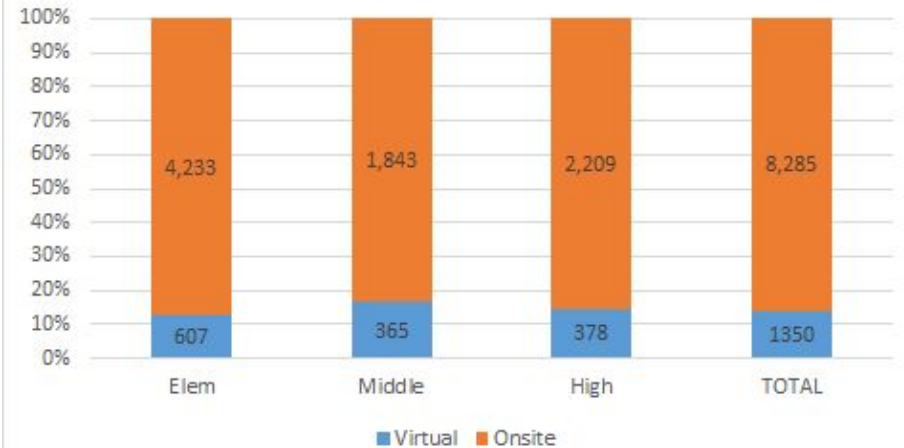


# Enrollment Background

Total Number of Students, Virtual, NonVirtual



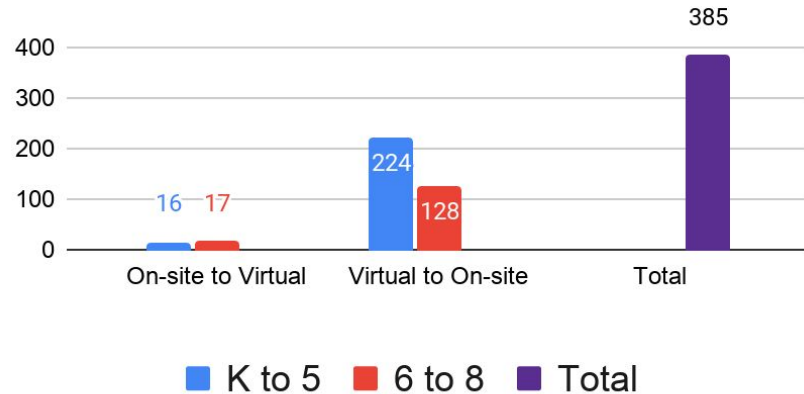
By Level





# Applications to Switch

Applications to Switch, Onsite / Virtual



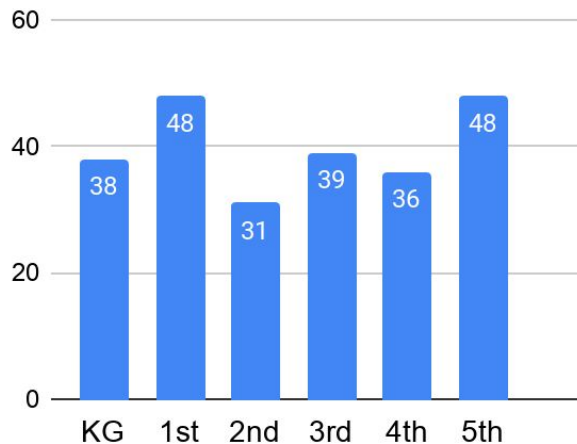
Total K-8 Applying to Come Back to School Onsite:

**352**

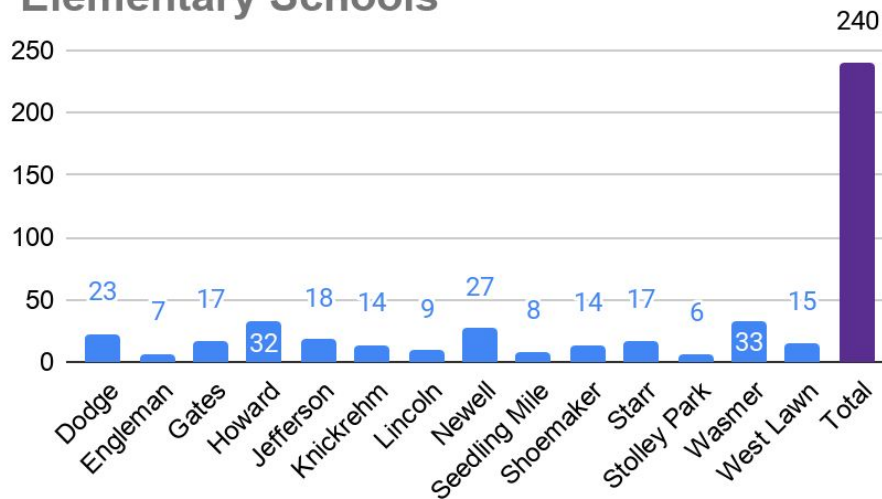


# K-5 Switch

### Applications by Grade Level



### Elementary Schools



	KG	1st	2nd	3rd	4th	5th	Total
Total Virtual Requests to Return	36	46	29	36	34	43	224
Total Onsite Requests for Virtual	2	2	2	3	2	5	16



# K-5 Switch



## Ways we are Minimizing Transition

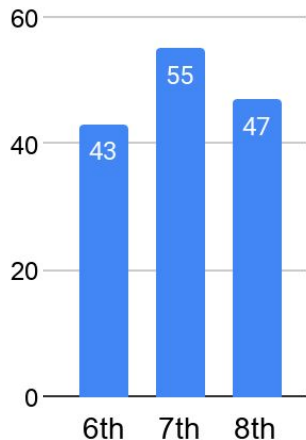
- Make sure virtual teachers returning onsite stay in same grade level (*some made shifts when they went virtual*).
- Make sure new school assignment is from home school affiliation as much as possible.
- If any teacher needs to be shifted to a different site, at end of year they can use normal protocol to apply to transfer back to their home building.
- The shift (*for students*) is for the remainder of the school year.



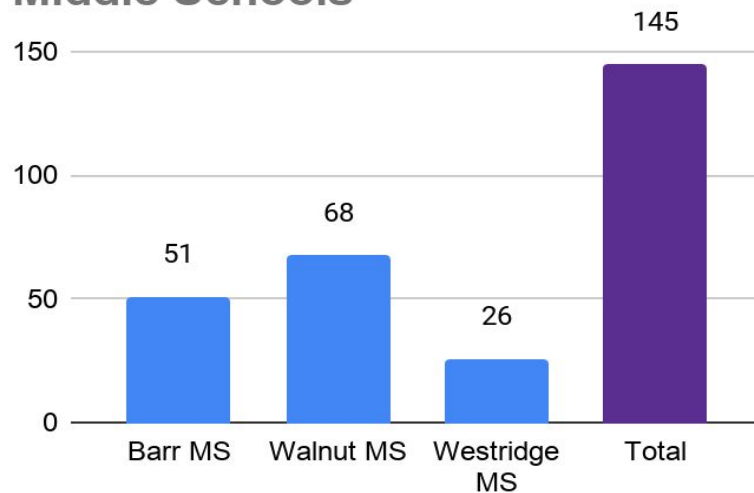
# 6-8 Switch



### Applications by Grade Level



### Middle Schools



	6th	7th	8th	Total
Total Virtual Requests to Return	42	44	42	128
Total Onsite Requests for Virtual				17



# 6-8 Switch



## Ways we are Minimizing Transition

- Provide Middle Schools nearly instant access to parent applications (so they can measure class sizes).
- Close the application a month early (before the trimester) so schools would have ample time to adjust classes and teams for the students returning onsite.
- Shift (for students) is for the remainder of the school year.
- \*\* For All Transfers K-8, we are analyzing GAIN and IEP data to insure a smooth transition.



# Summing things up

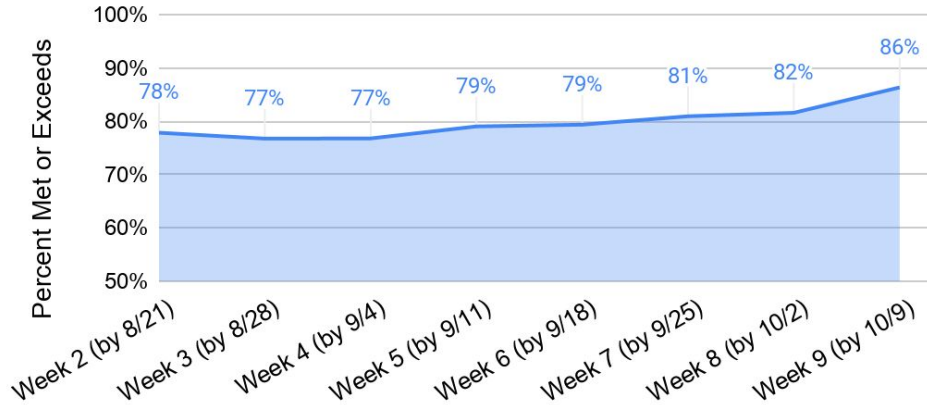
## Closing Thoughts, Secondary level

- The 9-12 Application to Switch will open later this month, with Switches occurring after the end of the 1st semester (Dec. 18).
- Like middle schools, some high school transitions have been occurring periodically based on family and student need
- *We are supporting **Every Student Every Day, a Success!** through the GIPS Virtual learning option!*



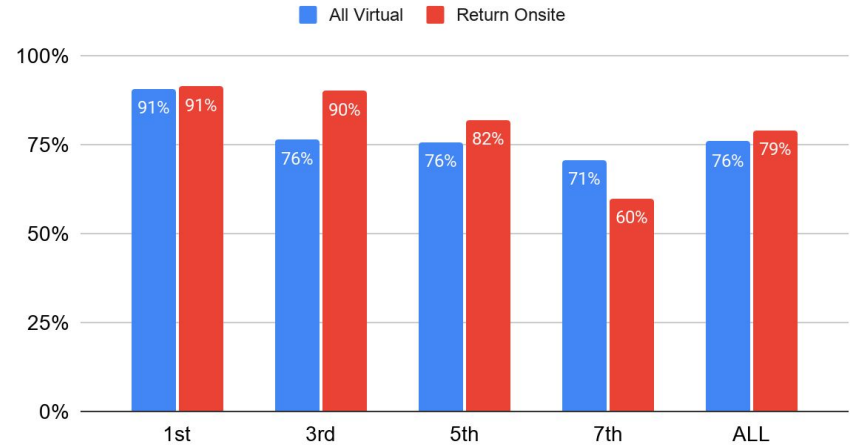
# Attendance Insights, Engagement and GAIN Plan

Elementary Virtual School, Engagement % Meets or Exceeds



- *Virtual Students have improving engagement!*
- *Social worker/Counselor have been working with all students with engagement of **Partial** or **None***

GAIN Plan Students (11/5) In Virtual or Going Onsite



- *Virtual GAIN students only in grades 1,3,5,7.*
- *GAIN supports onsite/virtual will be maintained we triangulate achievement and engagement*



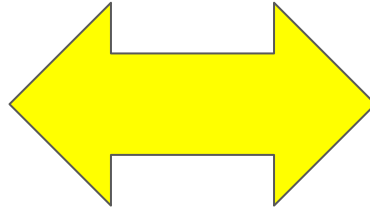
# Next Steps

## Talking Points for Principals/Parent-TBD

- **Attendance is vital for students** whether virtual or onsite, and the District is monitoring/providing supports continuously
- **To new Virtual Parents**, a hearty welcome will be made via the K-5 Virtual Principals or the Middle School Principals
- **3 weeks before switch**, finalize English Learner/SpEd supports
- **2 weeks before**, identify classes - notify teachers/families
- ★ **Provide schedule/orientation/welcome back** to students



# Any Questions?



- Any Questions
- or
- Things we could elaborate on?

## Grand Island Public Schools

Budget Development Calendar  
Fiscal Year 2021 - 2022

DATE	ACTIVITY	RESPONSIBLE PARTY	STATUS
Tuesday, September 1, 2020	Regular Facilities and Finance Committee Meeting - September 2020	Facilities & Finance Committee	Done
Thursday, September 10, 2020	Regular Board of Education Meeting - September 2020	Board of Education (BOE)	Done
<b>Monday, September 21, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	<b>Done</b>
<b>Monday, September 28, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Tuesday, September 29, 2020	Regular Facilities and Finance Committee Meeting - October 2020	Facilities & Finance Committee	
Tuesday, September 29, 2020	Review Proposed Budget Development Calendar for FY2021-2022	Facilities & Finance Committee	
<b>Monday, October 5, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Thursday, October 8, 2020	Regular Board of Education Meeting - October 2020	Board of Education (BOE)	
Thursday, October 8, 2020	Present Budget Development Calendar for FY2021-2022	Chief Financial Officer	
<b>Monday, October 12, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Thursday, October 15, 2020	Poverty and LEP Estimate of Expenditures for FY20-21 Due Date (Opens 09/01/2020)	Chief Financial Officer	
<b>Monday, October 19, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Friday, October 23, 2020	Health Insurance Rates Announced by BCBS of NE (EHA) for FY2021-2022	EHA Board of Trustees	
<b>Monday, October 26, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Monday, October 26, 2020	Start Meeting w/ Admin. to Update Project List (Capital Spending Plan)	Dan Petsch	
Thursday, October 29, 2020	Nebraska Economic Forecasting Advisory Board Meeting	Nebraska Economic Forecasting Advisory Board	
Thursday, October 29, 2020 - Monday, November 2, 2020	2019 - 2020 State Aid Recalculation Per \$79-1065 [adjustment to FY2021-2022 TEEOSA]	Chief Financial Officer	
Sunday, November 1, 2020	Negotiations must start unless agreement otherwise Per LB397 (2011)	BOE Negotiations Committee	
November 1, 2020 - February 7, 2021	Negotiations Meetings with GIEA - Ongoing as Scheduled	BOE Negotiations Committee	
<b>Monday, November 2, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Tuesday, November 3, 2020	Regular Facilities and Finance Committee Meeting - November 2020	Facilities & Finance Committee	
<b>Monday, November 9, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Thursday, November 12, 2020	Regular Board of Education Meeting - November 2020	Board of Education	
Thursday, November 12, 2020	Approve Budget Development Calendar For FY2021-2022	Board of Education	
Thursday November 19 - Friday, November 21, 2020	Review Budget Factors Posted on NDE Web Site	Chief Financial Officer	
<b>Monday, November 16, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, November 23, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, November 30, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Tuesday, December 1, 2020	Regular Facilities and Finance Committee Meeting - December 2020	Facilities & Finance Committee	
Tuesday, December 1, 2020	Start Staffing Planning Process FY 2021 - 2022	Wayne Stelk, et al.	
<b>Monday, December 7, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Monday, December 7, 2020	FY 20-21 Budget Factors Posted on NDE Portal (used for 2021 - 2022 TEEOSA)	Nebraska Department of Education	
Monday, December 7, 2020	Start Mid Year Budget Meetings with Principals (FY20-21 Review & FY21-22 Planning)	Principals', Directors, Cabinet, etc.	
Wednesday, December 9, 2020	NCSA Legislative Preview Conference	BOE Legislative Committee	
Thursday, December 10, 2020	Regular Board of Education Meeting	Board of Education	
<b>Monday, December 14, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, December 21, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, December 28, 2020</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
January - TBD	Board of Education & Administration Retreat	Board of Education & Administration	
January - TBD	Strategic Budgeting (Staffing Plan)	Administration, DMG	
Friday, January 1, 2021	New Year's Day	Holiday	
Friday, January 1, 2021	Review Certification of FY2021-2022 Budget Factors	Chief Financial Officer	
<b>Monday, January 4, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Tuesday, January 5, 2021	Regular Facilities and Finance Committee Meeting - January 2021	Facilities & Finance Committee	
Wednesday, January 6, 2021	Day ONE of 2021 Legislative Session (90 Day Session)	Legislature	
<b>Monday, January 11, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Thursday, January 14, 2021	Regular Board of Education Business Meeting - January 2021	Board of Education	

## Grand Island Public Schools

Budget Development Calendar  
Fiscal Year 2021 - 2022

DATE	ACTIVITY	RESPONSIBLE PARTY	STATUS
Monday, January 18, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, January 25, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, January 25, 2021	FY20-21 Budget Review and FY21-22 Budget Planning	Cabinet	
Monday, February 1, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Tuesday, February 2, 2021	Regular Facilities and Finance Committee Meeting - February 2021	Facilities & Finance Committee	
Tuesday, February 2, 2021	Review Project List\Ten Year Building Plan	Facilities & Finance Committee	
Monday, February 8, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, February 8, 2021	Per LB 397 (2011) Neb. Rev. Stat. §48-818.01 Negotiations finalize or mandatory mediation	BOE Negotiations Committee	
Thursday, February 11, 2021	Project List\Facilities Master Planning Workshop @ 4:30 p.m.	Board of Education, Administration, and Public	
Thursday, February 11, 2021	Regular Board of Education Business Meeting - February 2021	Board of Education	
Thursday, February 11, 2021	Present FY 2021 - 2021 Staffing Plan (Information Only)	Wayne Stelk, et al.	
Monday, February 15, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, February 22, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Tuesday, February 23, 2021	Day 30 of 90 - 20210 Legislative Session - one-third done point	Legislature	
Thursday, February 25, 2021	Nebraska Economic Forecasting Advisory Board Meeting	Nebraska Economic Forecasting Advisory Board	
Monday, March 1, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, March 1, 2021	Certification of FY21-22 State Aid (TEEOSA)	State of Nebraska	
Tuesday, March 2, 2021	Regular Facilities and Finance Committee Meeting - March 2021	Facilities & Finance Committee	
Monday, March 8, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, March 15, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, March 15, 2021	Regular Board of Education Business Meeting - March 2021	Board of Education	
Monday, March 15, 2021	Present FY 2021 - 2022 Staffing Plan for Approval	Administration	
Monday, March 22, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, March 29, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Tuesday, March 30, 2021	Regular Facilities and Finance Committee Meeting - April 2021	Facilities & Finance Committee	
April - TBD	NE Economic Forecasting Advisory Board Meeting (Odd Yrs. Only)	NE Economic Forecasting Advisory Board	
April - TBD	Board of Education & Administration Retreat	Board of Education & Administration	
April - TBD	Master Facilities Planning Town Hall Meeting 1-5:30 p.m.	Board of Education, Administration, and Public	
Monday, April 5, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Thursday, April 8, 2021	Regular Board of Education Business Meeting - April 2021	Board of Education	
Thursday, April 8, 2021	Approve FY20-21 Staffing Plan	Board of Education	
Monday, April 12, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Thursday, April 15, 2021	Reduction In Force (RIF) Deadline	Board of Education & Administration	
Thursday, April 22, 2021	Day 60 of 90 - 2021 Legislative Session - two-thirds done	Legislature	
Monday, April 26, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, May 3, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, May 3, 2021	Start Budget Meetings with Principals (FY20-21 Review & FY21-22 Planning)	Business Office Team	
Tuesday, May 4, 2021	Regular Facilities and Finance Committee Meeting - May 2021	Facilities & Finance Committee	
Monday, May 10, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Thursday, May 13, 2021	Regular Board of Education Business Meeting - May 2021	Board of Education	
Monday, May 17, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Monday, May 24, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	
Tuesday, May 25, 2021	Regular Facilities and Finance Committee Meeting - June 2021	Facilities & Finance Committee	
Friday, May 28, 2021	Open Fiscal Year 2021 - 2022 on iVisions - IVEE w/ Payroll Rollover	Chief Financial Officer	
Monday, May 31, 2021	Memorial Day 2021	Holiday	
Friday, June 4, 2021	SDBF & LC2 Available From APA & NDE	Auditor of Public Accounts	
Monday, June 7, 2021	Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)	Cabinet	

## Grand Island Public Schools

Budget Development Calendar  
Fiscal Year 2021 - 2022

DATE	ACTIVITY	RESPONSIBLE PARTY	STATUS
Thursday, June 10, 2021	Regular Board of Education Business Meeting - June 2021	Board of Education	
<b>Monday, June 14, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, June 21, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
<b>Monday, June 28, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Tuesday, June 29, 2021	Regular Facilities and Finance Committee Meeting - July 2021	Facilities & Finance Committee	
Monday, July 5, 2021	Independence Day Observed 2021	Holiday	
Thursday, July 8, 2021	Regular Board of Education Business Meeting - July 2021	Board of Education	
Friday, July 9, 2021	Site Based Building/Program Budgets Due	Administrator Team - LEAD	
<b>Monday, August 2, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Monday, August 2, 2021	Site Based Building Budgets Approved	Chief Financial Officer	
Tuesday, August 3, 2021	Regular Facilities and Finance Committee Meeting - August 2021	Facilities & Finance Committee	
<b>Monday, August 9, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Thursday, August 12, 2021	Regular Board of Education Business Meeting - August 2021	Board of Education	
<b>Monday, August 16, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Friday, August 20, 2021	Assessed Valuation Certified	Hall and Merrick County Assessors	
<b>Monday, August 23, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Monday, August 23, 2021	Budget & Levy Hearing Notices for Publication w/ GI Independent	Chief Financial Officer	
Monday, August 23, 2021	Place Budget & Levy Hearing Notices for Pub. w/ GI Independent	Administrative Services Coordinator	
<b>Monday, August 30, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Monday, August 30, 2021	Budget Workshop Materials to Board of Education	Chief Financial Officer	
Tuesday, August 31, 2021	Regular Facilities and Finance Committee Meeting - September 2021	Facilities & Finance Committee	
Thursday, September 2, 2021	Budget Workshop @ 5:15 P.M.	Board of Education, Administration, and Public	
Thursday, September 2, 2021	Budget Hearing @ 6:30 p.m.	Board of Education, Administration, and Public	
Thursday, September 2, 2021	Levy Hearing @ 6:30 p.m. (immediately after the Budget Hearing)	Board of Education, Administration, and Public	
Monday, September 6, 2021	Labor Day 2021	Holiday	
Thursday, September 9, 2021	Regular Board of Education Meeting - September 2021	Board of Education	
Thursday, September 9, 2021	Approve Budget and Levy for FY2021-2022	Board of Education	
<b>Monday, September 13, 2021</b>	<b>Superintendent's Cabinet Morning Meeting (8:00 a.m. - 12:00 p.m.)</b>	<b>Cabinet</b>	
Friday, September 17, 2021	SDBF, et al. Due to NDE, APA, & Hall County	Chief Financial Officer	
October - TBD	Nebraska Economic Forecasting Advisory Board Meeting	Nebraska Economic Forecasting Advisory Board	
Sunday, October 10, 2021	Tax Request Due to Hall County Clerk	Chief Financial Officer	
Monday, October 11, 2021	Double Check Levy Rates Actually Adopted * (Oct 20th deadline)	Chief Financial Officer	

*Documents Due to NDE, APA, & Hall/Merrick County Clerk (Tuesday, September 20, 2021)*  
See List of Items Due from APA & NDE

**Index:**

General Note - Changes in sequence/dates are anticipated after adoption by Board of Education

\* Call (308) 385-5080  
Marla Conley  
Hall County Clerk  
121 South Pine Street  
Grand Island, NE 68801

**SOURCES AND USES OF FUNDS**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

Dated Date	12/15/2020
Delivery Date	12/15/2020

**Sources:**

Bond Proceeds:	
Par Amount	2,000,000.00
	2,000,000.00
	2,000,000.00

**Uses:**

Project Fund Deposits:	
Project Funds and Costs of Issuance	2,000,000.00
	2,000,000.00
	2,000,000.00

**BOND SUMMARY STATISTICS**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

Dated Date	12/15/2020
Delivery Date	12/15/2020
First Coupon	06/15/2021
Last Maturity	12/15/2031
Arbitrage Yield	1.500000%
True Interest Cost (TIC)	1.500000%
Net Interest Cost (NIC)	1.500000%
All-In TIC	1.500000%
Average Coupon	1.500000%
Average Life (years)	9.518
Weighted Average Maturity (years)	9.518
Duration of Issue (years)	8.897
Par Amount	2,000,000.00
Bond Proceeds	2,000,000.00
Total Interest	285,525.00
Net Interest	285,525.00
Bond Years from Dated Date	19,035,000.00
Bond Years from Delivery Date	19,035,000.00
Total Debt Service	2,285,525.00
Maximum Annual Debt Service	516,437.50
Average Annual Debt Service	207,775.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2031	2,000,000.00	100.000	1.500%	9.518	06/22/2030	2,020.00
	2,000,000.00			9.518		2,020.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,000,000.00	2,000,000.00	2,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	2,000,000.00	2,000,000.00	2,000,000.00
Target Date	12/15/2020	12/15/2020	12/15/2020
Yield	1.500000%	1.500000%	1.500000%

**BOND DEBT SERVICE**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
06/15/2021			15,000.00	15,000.00	
08/31/2021					15,000.00
12/15/2021			15,000.00	15,000.00	
06/15/2022			15,000.00	15,000.00	
08/31/2022					30,000.00
12/15/2022			15,000.00	15,000.00	
06/15/2023			15,000.00	15,000.00	
08/31/2023					30,000.00
12/15/2023			15,000.00	15,000.00	
06/15/2024			15,000.00	15,000.00	
08/31/2024					30,000.00
12/15/2024			15,000.00	15,000.00	
06/15/2025			15,000.00	15,000.00	
08/31/2025					30,000.00
12/15/2025			15,000.00	15,000.00	
06/15/2026			15,000.00	15,000.00	
08/31/2026					30,000.00
12/15/2026			15,000.00	15,000.00	
06/15/2027			15,000.00	15,000.00	
08/31/2027					30,000.00
12/15/2027			15,000.00	15,000.00	
06/15/2028			15,000.00	15,000.00	
08/31/2028					30,000.00
12/15/2028	490,000	1.500%	15,000.00	505,000.00	
06/15/2029			11,325.00	11,325.00	
08/31/2029					516,325.00
12/15/2029	495,000	1.500%	11,325.00	506,325.00	
06/15/2030			7,612.50	7,612.50	
08/31/2030					513,937.50
12/15/2030	505,000	1.500%	7,612.50	512,612.50	
06/15/2031			3,825.00	3,825.00	
08/31/2031					516,437.50
12/15/2031	510,000	1.500%	3,825.00	513,825.00	
08/31/2032					513,825.00
	2,000,000		285,525.00	2,285,525.00	2,285,525.00

**BOND DEBT SERVICE**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>
08/31/2021			15,000.00	15,000.00
08/31/2022			30,000.00	30,000.00
08/31/2023			30,000.00	30,000.00
08/31/2024			30,000.00	30,000.00
08/31/2025			30,000.00	30,000.00
08/31/2026			30,000.00	30,000.00
08/31/2027			30,000.00	30,000.00
08/31/2028			30,000.00	30,000.00
08/31/2029	490,000	1.500%	26,325.00	516,325.00
08/31/2030	495,000	1.500%	18,937.50	513,937.50
08/31/2031	505,000	1.500%	11,437.50	516,437.50
08/31/2032	510,000	1.500%	3,825.00	513,825.00
	2,000,000		285,525.00	2,285,525.00

**TAX LEVY REPORT -- NET DEBT SERVICE**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Date</b>	<b>Debt Service</b>	<b>Net Levy</b>	<b>Assessed Valuation</b>	<b>Levy (cts per \$100)</b>
08/31/2021	15,000.00	15,000.00	3,350,965,335	0.000448
08/31/2022	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2023	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2024	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2025	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2026	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2027	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2028	30,000.00	30,000.00	3,350,965,335	0.000895
08/31/2029	516,325.00	516,325.00	3,350,965,335	0.015408
08/31/2030	513,937.50	513,937.50	3,350,965,335	0.015337
08/31/2031	516,437.50	516,437.50	3,350,965,335	0.015412
08/31/2032	513,825.00	513,825.00	3,350,965,335	0.015334
	<b>2,285,525.00</b>	<b>2,285,525.00</b>		

**AGGREGATE DEBT SERVICE**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Date</b>	<b>Proposed Ser. 2020 DS</b>	<b>Ser. 2015 LTOB DS</b>	<b>Ser. 2016 LT QSCB DS</b>	<b>Ser. 2020 Taxable LT DS</b>	<b>Aggregate Debt Service</b>	<b>Annual Aggregate D/S</b>
12/15/2020		469,446.25	305,750	76,902.52	852,098.77	
06/15/2021	15,000.00	20,552.50	3,050	18,112.35	56,714.85	
08/31/2021						908,813.62
12/15/2021	15,000.00	470,552.50	308,050	78,112.35	871,714.85	
06/15/2022	15,000.00	16,052.50		17,928.45	48,980.95	
08/31/2022						920,695.80
12/15/2022	15,000.00	476,052.50		372,928.45	863,980.95	
06/15/2023	15,000.00	11,107.50		16,840.38	42,947.88	
08/31/2023						906,928.83
12/15/2023	15,000.00	481,107.50		376,840.38	872,947.88	
06/15/2024	15,000.00	5,820.00		15,688.38	36,508.38	
08/31/2024						909,456.26
12/15/2024	15,000.00	490,820.00		370,688.38	876,508.38	
06/15/2025	15,000.00			14,209.80	29,209.80	
08/31/2025						905,718.18
12/15/2025	15,000.00			844,209.80	859,209.80	
06/15/2026	15,000.00			10,254.85	25,254.85	
08/31/2026						884,464.65
12/15/2026	15,000.00			850,254.85	865,254.85	
06/15/2027	15,000.00			5,580.25	20,580.25	
08/31/2027						885,835.10
12/15/2027	15,000.00			855,580.25	870,580.25	
06/15/2028	15,000.00				15,000.00	
08/31/2028						885,580.25
12/15/2028	505,000.00				505,000.00	
06/15/2029	11,325.00				11,325.00	
08/31/2029						516,325.00
12/15/2029	506,325.00				506,325.00	
06/15/2030	7,612.50				7,612.50	
08/31/2030						513,937.50
12/15/2030	512,612.50				512,612.50	
06/15/2031	3,825.00				3,825.00	
08/31/2031						516,437.50
12/15/2031	513,825.00				513,825.00	
08/31/2032						513,825.00
	<b>2,285,525.00</b>	<b>2,441,511.25</b>	<b>616,850</b>	<b>3,924,131.44</b>	<b>9,268,017.69</b>	<b>9,268,017.69</b>

**TAX LEVY REPORT -- AGGREGATE NET DEBT SERVICE**

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

<b>Date</b>	<b>Debt Service</b>	<b>Other Net Debt Service</b>	<b>Net Levy</b>	<b>Assessed Valuation</b>	<b>Levy (cts per \$100)</b>
08/31/2021	15,000.00	893,813.62	908,813.62	3,350,965,335	0.027121
08/31/2022	30,000.00	890,695.80	920,695.80	3,350,965,335	0.027476
08/31/2023	30,000.00	876,928.83	906,928.83	3,350,965,335	0.027065
08/31/2024	30,000.00	879,456.26	909,456.26	3,350,965,335	0.027140
08/31/2025	30,000.00	875,718.18	905,718.18	3,350,965,335	0.027029
08/31/2026	30,000.00	854,464.65	884,464.65	3,350,965,335	0.026394
08/31/2027	30,000.00	855,835.10	885,835.10	3,350,965,335	0.026435
08/31/2028	30,000.00	855,580.25	885,580.25	3,350,965,335	0.026428
08/31/2029	516,325.00		516,325.00	3,350,965,335	0.015408
08/31/2030	513,937.50		513,937.50	3,350,965,335	0.015337
08/31/2031	516,437.50		516,437.50	3,350,965,335	0.015412
08/31/2032	513,825.00		513,825.00	3,350,965,335	0.015334
	<b>2,285,525.00</b>	<b>6,982,492.69</b>	<b>9,268,017.69</b>		

## DISCLAIMER

**HALL COUNTY SCHOOL DISTRICT 0002  
(GRAND ISLAND PUBLIC SCHOOLS)  
LIMITED TAX OBLIGATION BONDS, SERIES 2020  
New Money Projects  
Assumes BQ, Non-Rated, 2031 Final Maturity  
[ Preliminary -- for discussion only ]**

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Furthermore, should D.A. Davidson present multiple scenarios or even a comparison of the general characteristics of potential debt financing structures along with the risks, advantages, and disadvantages of each, D.A. Davidson is not providing any recommendation(s) or advice in regards to the scenarios presented or features of any particular option. The factual information presented herein and described above does not, and should not be construed to, contain subjective assumptions, opinions, or views. The conduct of D.A. Davidson's personnel or the content and manner of their presentation(s) should not in any way be construed as a suggestion, advice, or an opinion.

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# GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

**Proposal:** Indoor Air Quality Qualified Capital Purpose Undertaking Fund\_Needlepoint Bipolar Ionization Project (GPS)

**Submitted By:** Virgil Harden

**Date:** 10/08/2020

## 1. What is the identified need?

Indoor Air Quality

## 2. Administrative Rationale for BOE Agenda Item

Strategic Plan Objective 2: GIPS will ensure that learning is enabled through safe, comfortable and welcoming environments.

## 3. Proposed Action

Install Global Plasma Solutions Needlepoint Bipolar Ionization Technology in every Square Foot of Space Used by GIPS.

## 4. Data/Research Assessed

GPS Provided Testing, Independent Tests Results from U.S. Department Of Defence, EMSL Analytical, Innovative Bioanalysis (CODID-19), GreenCleanAir - Valencia College, Orlando, FL (Mold Reduction Report)

## 5. Stakeholder Group(s) Involved

Administration (Cabinet), Facilities & Finance, Operations, HVAC Teammembers

## 6. Summary

In August 2019 Grand Island Public Schools experienced a major incident with mold at Grand Island Senior High School in the 200 wing of the building. This incident caused us to close the building and delay the start of school for GISH for three days. Initially, we installed UV-C lights in the HVAC airstream flow as one of the strategies implied to reduce or eliminate our mold exposure in the 200 wing. Additionally, in the summer of 2020 the 100,200, and 300 wings of GISH had a new roof installed. Unfortunately, UV-C lights have two major drawbacks: First, annual replacement of expensive light bulbs and the associated labor. Second, the fact that only the air passing through the system is treated. Since August of 2019 we've been searching out for any new (to us) technology that would solve these two major drawbacks. We've found that solution in Needlepoint Bipolar Ionization or (NPBI) technology. This technology is not new but has improved to the point we can install in our school buildings with the scientific assurance that all biologicals exposed to ions will be rendered inert. There are no normally serviceable parts so the total cost of ownership is the initial cost to acquire and install the various

pieces of equipment. The operations department along with our partner Midwest Mechanical is currently working on a definitive list of all the equipment necessary to install in all GIPS HVAC equipment including (O'Connor Learning Center, Principal, and CHI-Saint Francis 'in process' facilities). We'll plan to install in common areas at the secondary level first and then go from there. The issue with mold at GISH is the reason for this project but the speed of the project is accelerated due to the worldwide COVID-19 pandemic crisis. There are few other major benefits including reduced energy consumption, particle coalescing, no ozone or other harmful outcomes.

## 7. Fiscal Impact

**Amount:** \$2,000,000.00

**Source:** QCPUF

**Details:** See Attached Debt Schedule from D.A. Davidson

## 8. Person(s) Responsible for Implementation

Mr. Virgil D. Harden, Mr. Dan O. Petsch, Mrs. Kim Grim, Operations Department - HVAC Teammembers

## 9. Implementation Plan

### ▲ Monitor/ Evaluate

**Actions:** Install Equipment Per Exhibit "A"

**Timeline:** As Soon As Possible But No Later Than May 31, 2021

### ▲ Follow-Up

**F/U with:**  Cabinet  Board  Board Committee: **Facilities & Finance**

**Actions:** Report Out on Installation Progress

**Timeline:**  1 month  3 months  6 months  annually  N/A

# GPS<sup>®</sup>

GLOBAL PLASMA  
SOLUTIONS



*Engineering Air for a Cleaner World™*



## GPS DELIVERS P.O.P.E.



### Particle Reduction

The GPS NPBI technology reduces airborne particles (i.e., dust, pet dander, pollen) through agglomeration. The ions attach to the airborne particles. The particles are subsequently attracted to one another, effectively increasing their mass and size. The air filtration system easily captures the larger particles, increasing the capture efficiency of your HVAC system.



### Pathogen Reduction

During the GPS cleaning process the NPBI technology attacks and kills viruses, mold spores and bacteria. The ions steal away hydrogen from the pathogens, leaving them to die, and leaving you with clean and healthy indoor air.



### Odor Reduction

During the GPS cleaning process chemical, pet, cooking, and other odors are broken down into basic harmless compounds, leaving the indoor air fresh smelling and free of odor causing VOCs.



### Energy Saving

GPS' environmentally friendly cleaning process allows commercial buildings to significantly reduce the amount of outdoor air required to operate. This equates to a safer, more comfortable environment reducing outside air intake by up to 75%.

## THE GPS ADVANTAGE

	GPS NPBI	OTHER BPI	CORONA DISCHARGE	HEPA FILTERS	CARBON FILTERS	ULTRAVIOLET (UV)	UV-PCO
Produces Harmful Byproducts	None	Yes	Yes	No	No	Yes	Yes
Reduces Airborne Particles	✓	Yes	Yes	Yes	No	No	No
Destroys VOCs	✓	Yes	Yes	No	Captures	No	Yes
Kills Pathogens	✓	Yes	Yes	No	Captures	Yes	Yes
Reduces Energy Cost	30%	Yes	Yes	No	No	No	No
UL 2998 No-Ozone Certified	✓	No	No	N/A	N/A	N/A	N/A
Treats In-Room Air	✓	Yes	Yes	No	No	No	No
No Replacement Parts	✓	No	No	No	No	No	No
Auto Self-Cleaning	✓	No	No	No	No	No	No
Simple to Install	✓	No	No	No	No	No	No
Low Total Cost	✓	Yes	No	No	No	No	No

# AUTO-CLEANING NPBI

## GPS-FC48-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **4,800 CFM or 12 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

**UNIVERSAL VOLTAGE**

### Features

- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



### MAINTENANCE FREE



### Features

- > 300 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



**CARBON FIBER EMITTERS**

## GPS-FC24-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **2,400 CFM or 6 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

### APPLICATIONS

- |                      |                          |
|----------------------|--------------------------|
| • Agriculture        | • Hospitality            |
| • Airports           | • Hospitals              |
| • Animal Care        | • Institutional          |
| • Arenas & Stadiums  | • Manufacturing          |
| • Banks              | • Office Building        |
| • Casinos            | • Retail                 |
| • Child Care         | • Schools & Universities |
| • Convention Centers | • Senior Care            |
| • Fitness            | • Transportation         |
| • Food Service       | • Theaters               |
| • Healthcare         | • Worship                |

## GPS-DM48-AC™

The world's first automatic self-cleaning, duct mounted, lightweight NPBI electronic air cleaner. The maintenance free unit is designed for indoor or outdoor duct mounting and can handle up to **4,800 CFM or 12 tons**.

### SELF-CLEANING

### Features

- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts
- 3/4 Quick-Turn Duct Adapter



**2016 IAQ GOLD AWARD WINNER**



# BARS & STRIPS

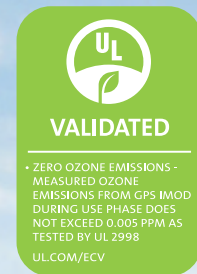


## GPS-iMOD®

The GPS-iMOD is a modular NPBI system that is field assembled to any length up to 240 inches in 6-inch increments. The fiberglass composite and carbon fiber GPS-iMOD can be mounted in corrosive environments. It can treat 50 – 250 CFM per inch of bar, depending on the application.

### Features

- > 140 Million + and - Ions Per Inch/cc/sec
- Universal Voltage Selector Switch
- Six HV Output Ports
- Alarm Contacts
- Illuminated On/Off Switch
- Plasma on Indication Light
- UL 2998 Ozone Free



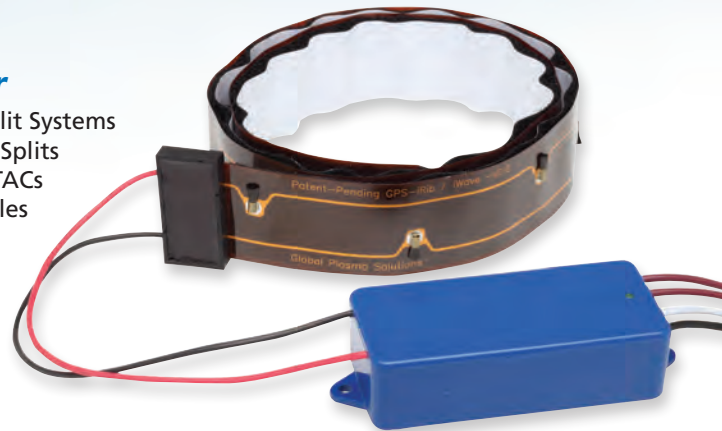
OSH PD

## GPS-iRIB® 18/36

The GPS-iRIB is available in 18" and 36" lengths. They are made from a flexible chemical, heat and cold resistant Kapton® material containing a circuit with special carbon fiber ion emitters soldered into the circuit traces. This mechanism is engineered to deliver the highest level of ionization with the least amount of energy in the most compact size. **Designed for 3200 CFM or 8 tons.**

### Perfect For

- Traditional Split Systems
- Ductless Mini Splits
- Heat Pump PTACs
- Ducted Modules
- Fan Coils



### Features

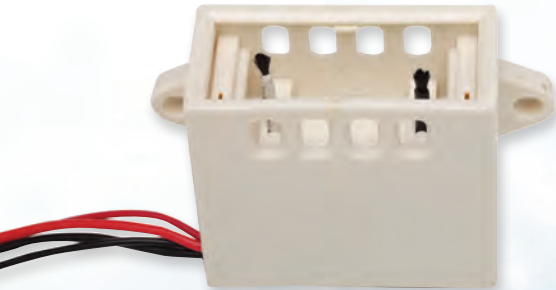
- > 35 Million + and - Ions Per Foot/cc/sec
- Fold-To-Length Circuit
- Local LED Power Indication
- Integral Control Relay for BAS Interface
- Velcro® for Easy Installation
- Voltage Input 110VAC to 240VAC



## GPS-NEMA4-OE

The GPS-NEMA4-OE is a NEMA 4X-rated fiberglass enclosure designed to house one GPS-iMOD power supply. The panel adds a superior finished look to any project while providing the required protection against foreign substances, such as water and dust, when power supplies are mounted in non-NEMA 1 rated environment.

# COMPACT NPBI



## GPS-FC-1™ / GPS-FC-2™

The GPS-FC series is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits and air handlers up to **1,200 CFM or 3 tons**. Their compact size allows them to be mounted almost anywhere in just a few minutes.

### Features

- > 25 Million + and – Ions Per cc/sec
- GPS-FC-1 Powered by 110 - 120 Volts AC
- GPS-FC-2 Powered by 208 – 240 Volts AC
- Carbon Fiber Brushes
- LED Operation Status
- Carbon Fiber Brush Emitters



## GPS-FC-3-BAS™

The GPS-FC-3-BAS unit is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits, and air handlers up to **3,200 CFM or 8 tons**. Its compact size and simple mounting requirements allow it to be quickly mounted almost anywhere.

### Features

- > 170 Million + and – Ions Per cc/sec
- Powered by 24 Volts AC
- Carbon Fiber Brush Emitters
- BAS Alarm Contacts
- LED Operation Status

# SENSORS & MEASUREMENTS

## GPS-iMEASURE™

The GPS-iMEASURE is the first commercially available ion detector that can be permanently mounted in the space to measure ion levels in real time and report back to a BAS.



### MONITOR IONIZATION LEVELS REMOTELY

- Auto Calibration/Auto Zero
- 0 – 1,000,000 Ions/cc

## GPS-iMEASURE-D™

The GPS-iMEASURE-D ion detector is permanently mounted in the duct downstream of any GPS ionization device. It measures ion levels in real time and reports back to a BAS. It includes three sensitivity levels: 20,000/200,000/2,000,000 ions/cc/sec that can be set based on the application and in-duct location.

### MONITOR IN-DUCT IONIZATION LEVELS

- 20,000 to 2M Ions/cc
- Input Voltage 12 to 24V AC or DC
- LED Operation Status



## GPS-iDETECT-P™

The GPS-iDETECT-P is a plenum-mounted ionization detector that confirms the output from the GPS-iMOD. The GPS-iDETECT-P provides the ability to monitor ionization status in a plenum to confirm that the ionization equipment is working properly.



### Features

- Universal Voltage Input
- 1,000 – 200,000,000 Ions/cc (+ or -)
- 0-100% Humidity

# REDUCING THE SPREAD OF DISEASE Through Better Indoor Air

## GPS clears the air of particles faster

Particulate matter includes pollutants, dust, allergens, mold, bacteria – and viruses. GPS' technology constantly generates a high concentration of positively and negatively charged ions. These ions travel through the air continuously seeking out and attaching to particles. Larger by virtue of combination, they are more easily captured by the ventilation and filtration systems or become too heavy to remain suspended in the air.

## GPS Inactivates Pathogens

When ions come into contact with pathogens, they steal away hydrogen from the pathogens, reducing the infectivity of the virus.

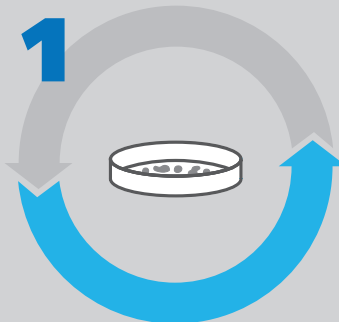
## GPS is Safe

Our needlepoint bipolar ionization is OZONE free and safe to use across commercial, industrial and residential buildings. Traditional bipolar ionization systems produce harmful ozone as a byproduct.

**\*DISCLAIMER:** Global Plasma Solutions (GPS) uses multiple data points to formulate performance validation statements. GPS technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

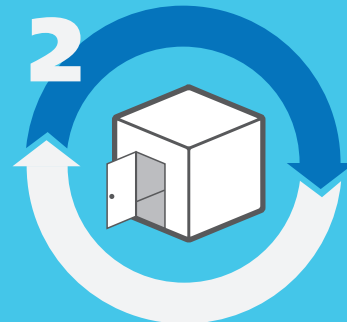
The use of this technology is not intended to take the place of reasonable precautions to prevent the transmission of pathogens. It is important to comply with all applicable public health laws and guidelines issued by federal, state, and local governments and health authorities as well as official guidance published by the Centers for Disease Control and Prevention (CDC) (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>), including but not limited to social distancing, hand hygiene, cough etiquette, and the use of face masks.

## SENSITIVITY TESTING



A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to NPBI over time. This controlled environment allows for comparison across different types of pathogens.

## SIMULATION TESTING



Counts of airborne pathogens are taken before and after aerosolizing them into a sealed, unoccupied laboratory environmental room installed with NPBI technology. The larger space more closely resembles a real-world environment.

### Norovirus<sup>†</sup>

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 93.5%

† Surrogate for Norovirus, actual strain tested was Feline Calicivirus, ATCC VR-782, Strain F-9



### Tuberculosis

**TIME IN CHAMBER** 60 MINUTES  
**RATE OF REDUCTION** 69.0%



### Human Coronavirus<sup>††</sup>

**TIME IN CHAMBER** 60 MINUTES  
**RATE OF REDUCTION** 90.0%

†† Surrogate for Human Coronavirus SARS-CoV-2, actual strain tested was Human Coronavirus 229E



### MRSA

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 96.2%



### Legionella

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 99.7%



### Staphylococcus

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 96.2%



### Clostridium Difficile

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 86.8%



### E.coli

**TIME IN CHAMBER** 15 MINUTES  
**RATE OF REDUCTION** 99.6%



## GPS PRODUCT CHART

<b>GPS PRODUCT CHART</b>			
AUTO-CLEANING LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC24-AC	24-240 VAC	2,400	> 300 million
GPS-FC48-AC	24-240 VAC	4,800	> 400 million
GPS-DM48-AC	24-240 VAC	4,800	> 400 million
COMPACT LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC-1	110-120 VAC	1,200	> 25 million
GPS-FC-2	208-240 VAC	1,200	> 25 million
GPS-FC-3-BAS	24 VAC	3,200	> 170 million
BARS & STRIPS LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-iMOD	24-240 VAC	50-250 CFM/inch	> 140 million/in
GPS-iRIB-18	110-240 VAC	3,200	> 35 million/ft
GPS-iRIB-36	110-240 VAC	3,200	> 35 million/ft

### GPS FACT: Aviation Application

GPS' technology is the only active air purification system that has been designed and approved to operate in commercial and private aircraft. Aviation applications require passing the stringent RTCA DO-160 test proving the technology does not generate EMF, line noise or interfere with the avionics in any way. This is important to note because GPS' technology is used in many healthcare applications and will not cause interference with the imaging equipment.



*Engineering Air for a Cleaner World™*

**980-279-5622**

**www.GlobalPlasmaSolutions.com**

*All technical information and advice given here are based on GPS previous experiences and/or test results. GPS gives this information to the best of its knowledge but assumes no legal responsibility. Customers are asked to check the suitability and usability in the specific application, since the performance of the product can only be judged when all necessary operating data are available. The above information is subject to change.*

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# ***INDEPENDENT LABORATORY TEST RESULTS***

*Pathogens*



# Reducing the Spread of Disease

## *GPS clears the air of particles faster*

Particulate matter includes pollutants, dust, allergens, mold, bacteria – and viruses. GPS' technology constantly generates a high concentration of positively and negatively charged ions. These ions travel through the air continuously seeking out and attaching to particles. Larger by virtue of combination, these particles are removed from the air more rapidly.

## *GPS Inactivates Pathogens*

When ions come into contact with pathogens, their microbicidal effects reduce the infectivity of the virus.

## *GPS is Safe*

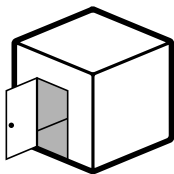
Our needlepoint bipolar ionization is OZONE free and safe to use across commercial, industrial and residential buildings. Traditional bipolar ionization systems produce harmful ozone as a byproduct.

## Performance Validation\*



### **SENSITIVITY TESTING**

A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to NPBI™ over time. This controlled environment allows for comparison across different types of pathogens.



### **SIMULATION TESTING**

Counts of airborne pathogens are taken before and after aerosolizing them into a sealed, unoccupied laboratory environmental room installed with NPBI™ technology. The larger space more closely resembles a real-world environment.

\*Global Plasma Solutions (GPS) uses multiple data points to formulate performance validation statements. GPS technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

# SARS-CoV-2

**Laboratory Name:** Innovative Bioanalysis

**Cap Lic No:** 9501843

**Date:** 5/27/2020

**Pathogen Tested:** SARS-CoV-2

INNOVATIVE  
BIOANALYSIS  
creating solutions | getting results



SENSITIVITY TEST

## Objective:

Aviation Clean Air commissioned testing on Global Plasma Solutions' GPS-DM48-AC model to assess its ability to neutralize SARS-CoV-2 in high-ion concentration specialty applications.

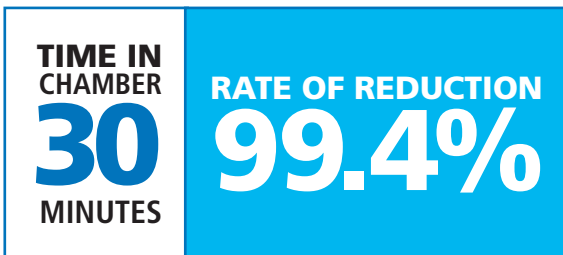
## Methodology:

Single RE22 control chambers were set on a stainless steel table with pressure verification seals. The chambers had an internal working dimension of 16.5"W x 9"H x 12"D for a total cubic footage of 1.031. Under initial observation it was determined to seal the unit completely with no intake or exhaust port. Testing and control were conducted in an average ambient temperature of 72.6 degrees Fahrenheit.

A singular fan unit was set up at a 45-degree angle and affixed to the testing chamber. The initial control fan speed was measured at an average of 870 Ft/m. Under the original control section, the primary fan was set 10 inches away from ion production unit A and the average air flow speed past the ion producing nodes was 250Ft/m.

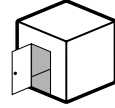
## Experimental Results:

SARS-CoV-2 was exposed to needlepoint bipolar ionization for a period of 10, 15, and 30 minutes. Based on viral titrations it was determined that at 10 minutes 84.2% of the viral particles became inactive, at 15 minutes 92.6% of the viral particles became inactive, and at 30 minutes 99.4% of the viral particles became inactive.



# Norovirus

**Laboratory Name:** ATS Labs  
**Project No:** A14991  
**Date:** 5/28/2013  
**Pathogen Tested:** Feline Calicivirus



SIMULATION TEST

## Objective:

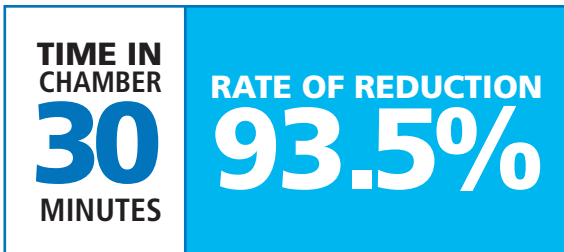
The testing was conducted on the GPS-2400-1 model for its ability to inactivate Feline Calicivirus bacteria in the air.

## Methodology:

The middle support bracket was attached to the bar containing one GPS-2400-1 Cold Plasma Generator at each end of the bar. The generators were placed with the carbon fiber brushes pointing down, in the back of a hood with the hood sash closed. Minimum Essential Medium (MEM) was supplemented with 5% heat-inactivated fetal bovine serum, 100 units/mL penicillin, 10 ~g/mL gentamicin, and 2.5 ~g/mL amphotericin B.

## Experimental Results:

A 93.5% average reduction in viral titer was demonstrated following a 30 minutes of exposure time, as compared to the average titer of the dried virus control. The average log reduction in viral titer was 1.19 log.





# Human Coronavirus

**Laboratory Name:** ALG Labs

**Project No:** A29381

**Date:** 4/14/2020

**Pathogen Tested:** Human Coronavirus,  
ATCC VR-740, Strain 229E



SENSITIVITY TEST

## Objective:

Testing was conducted on GPS' technology to assess its ability to inactivate Human Coronavirus on a glass surface.

## Methodology:

A glass carrier with the pathogen was placed 1" from the carbon fiber brushes of the GPS technology. The petri dish carriers were exposed to GPS' needlepoint bipolar ionization device for 1 minutes, 5 minutes, 15 minutes, 30 minutes and 60 minutes at room temperature and relative humidity. Following the exposure time, the carrier was removed and an aliquot of test medium was added to the petri dish.

## Experimental Results:

A 90.0% average reduction in viral titer was demonstrated following a 60 minutes of exposure time, as compared to the average titer of the dried virus control. The reduction in viral titer was 1.00 log.



## Legionella

**Laboratory Name:** EMSL Analytical, Inc.

**EMSL No:** 151508127

**Date:** 10/14/2015

**Pathogen Tested:** Legionella pneumophila



SENSITIVITY TEST

### Objective:

Testing was conducted on the GPS-2400 model to assess its ability to inactivate bacteria on a solid surface.

### Methodology:

Legionella pneumophila (L. pneumophila) was inoculated onto buffered charcoal yeast extract agar (BCYE) and incubated at 35°C for 48 hours. Colonies were harvested, suspended in phosphate buffer water, and vortexed for 1 minute to ensure homogenization. This suspension was then used to inoculate the test carriers.

### Experimental Results:

The GPS-2400 system demonstrated the strongest efficacy after 30 minutes of exposure by inactivating 99.71% of the L. pneumophila bacteria.



# Clostridium Difficile

**Laboratory Name:** EMSL Analytical, Inc.

**EMSL No:** 371208933

**Date:** 6/26/2011

**Pathogen Tested:** Clostridium difficile ATCC 70057



SENSITIVITY TEST

## Objective:

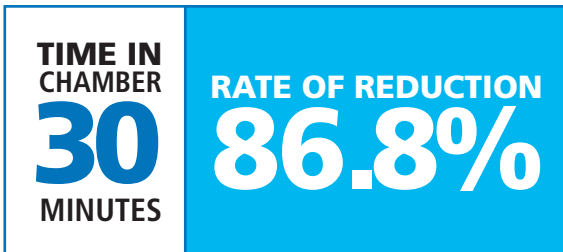
Objective: Testing was conducted on the GPS-iBAR-36 model to evaluate its effectiveness in disinfecting solid surfaces contaminated with C. Difficile.

## Methodology:

The GPS-iBAR-36, needlepoint bipolar ionization system, was first set up facing down with 5 cm of clearance from the surface. The test carriers in their respective Petri-dishes were then placed under the GPS-IBAR-36 and the system was turned on. The control was not exposing to the ionizer and instead placed directly into 10 mL of PBS. Serial dilutions were then created for each carrier by taking 1mL out and placing it into the 9 mL of PBS. For each dilution 100 $\mu$ L was plated onto a TSAB plate. The inoculated plates were then incubated in anaerobic conditions at 37°C for 48 – 72 h. The colonies were counted and recorded.

## Experimental Results:

In conclusion, the GPS-IBAR-36 demonstrated the ability to disinfect C. difficile on a solid surface with an observed percent reduction of 86.87% in 30 minutes.



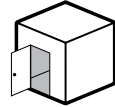
## Tuberculosis

**Laboratory Name:** EMSL Analytical, Inc.

**EMSL No:** 371106420

**Date:** 7/15/2011

**Pathogen Tested:** Mycobacterium terrae ATCC 15755



SIMULATION TEST

### Objective:

Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

### Methodology:

M. terrae first was inoculated on Tryptic Soy agar + 5% sheep blood (TSAB) and incubated at 35°C for 5 days under carbon dioxide conditions. A sterile inoculation loop was then used to collect colonies and place them into 5 mL of normal saline solution. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer, creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes, allowing for a total of 5 mL of solution being aerosolized into the test chamber.

### Experimental Results:

After correcting for the natural rate of decay it was observed that there was a 0.38 log reduction after 30 minutes of exposure and a 0.51 log reduction after 60 minutes of exposure. In conclusion, the GPS-iBAR-36 was observed to reduce M. Terrae by 69.09%



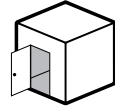
## MRSA

**Laboratory Name:** EMSL Analytical, Inc.

**EMSL No:** 371106420

**Date:** 6/13/2011

**Pathogen Tested:** Methicillin Resistant Staphylococcus aureus (MRSA) ATCC 33591



SIMULATION TEST

### Objective:

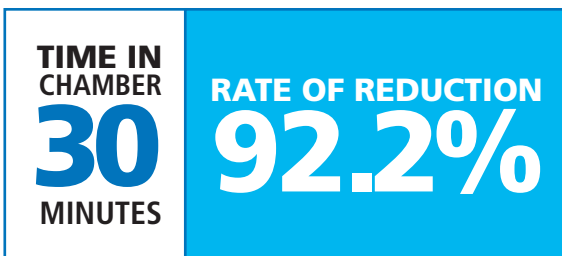
Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

### Methodology:

The nebulizer was connected to an air compressor with 1/4 inch plastic tubing and to the environmental test chamber through one of the testing openings created. The fan was turned on to create an air flow in the chamber but the ionizers were not turned on until after the initial sampling. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes, allowing for a total of 5 mL of solution to be aerosolized into the test chamber.

### Experimental Results:

In conclusion, the GPS-iBAR-36 demonstrated the ability to disinfect MRSA from the air with a 96.24% reduction after 30 minutes of exposure.



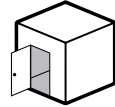
## ***E. Coli***

**Laboratory Name:** EMSL Analytical, Inc.

**EMSL No:** 371106420

**Date:** 7/21/2011

**Pathogen Tested:** Escherichia coli ATCC 8739



SIMULATION TEST

### ***Objective:***

Testing was conducted on the GPS-iBAR-36 model to determine its ability to inactivate the bacteria in the air.

### ***Methodology:***

The nebulizer was connected to an air compressor with 1/4 inch plastic tubing and to the environmental test chamber through one of the testing openings created. The fan was turned on to create an air flow in the chamber but the ionizers were not turned on until after the initial sampling. Once testing was ready to begin, 60 psi of compressed air was pumped through the nebulizer creating the release of 10.8 mL/h of aerosolized solution. This was run for 28 minutes allowing for a total of 5 mL of solution to be aerosolized into the test chamber.

### ***Experimental Results:***

In conclusion, the GPS-IBAR-36 demonstrated the ability to disinfect E. coli from the air with a 99.54% reduction after 30 minutes of exposure and a 99.23% reduction after 60 minutes of exposure.

Furthermore, these results demonstrate that the needlepoint bipolar ionization system tested does not require direct line of sight to produce inactivation rates comparable to those of ultraviolet light. The needlepoint bipolar ionization system's inactivation rates are indicative of those in the entire space.



# Independent Laboratory Testing Results Summary



PATHOGEN	TIME IN CHAMBER	RATE OF REDUCTION	TESTING LAB
SARS-CoV-2	30 MINUTES	99.4%	INNOVATIVE BIOANALYSIS creating solutions   getting results
Norovirus*	30 MINUTES	93.5%	ATS LABS EXCELLENCE IN ANTIMICROBIAL TESTING
Human Coronavirus**	60 MINUTES	90.0%	ALG ANALYTICAL LAB GROUP
Legionella	30 MINUTES	99.7%	EMSL
Clostridium Difficile	30 MINUTES	86.8%	EMSL
Tuberculosis	60 MINUTES	69.0%	EMSL
MRSA	30 MINUTES	96.2%	EMSL
Staphylococcus	30 MINUTES	96.2%	EMSL
E. Coli	15 MINUTES	99.6%	EMSL

\* Surrogate for Norovirus, actual strain tested was Feline Calicivirus, ATCC VR-782, Strain F-9

\*\* Surrogate for Human Coronavirus SARS-CoV-2, actual strain tested was Human Coronavirus 229E



**980-279-5622**

**GlobalPlasmaSolutions.com**

***Engineering Air for a Cleaner World™***

# GPS<sup>®</sup>

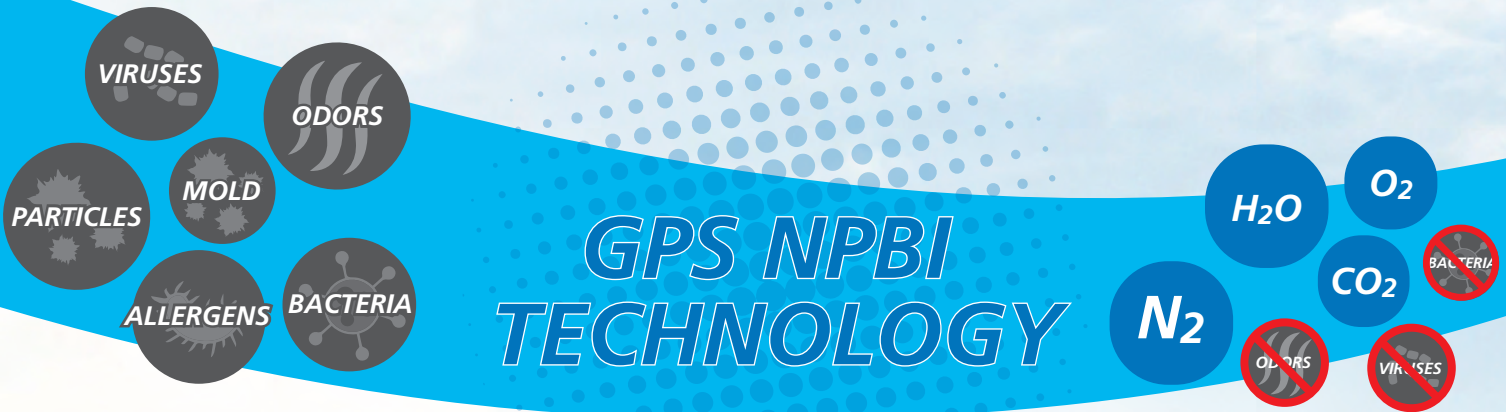
GLOBAL PLASMA  
SOLUTIONS



*Engineering Air for a Cleaner World™*

## How Ionization Works

GPS' NPBI technology works to safely clean the air inside industrial, commercial and residential buildings. The patented technology uses an electronic charge to create a plasma field filled with a high concentration of + and - ions. As these ions travel with the air stream they attach to particles, pathogens and gas molecules. The ions help to agglomerate fine sub-micron particles, making them filterable. The ions kill pathogens by robbing them of life-sustaining hydrogen. The ions breakdown harmful VOCs with an Electron Volt Potential under twelve (eV<12) into harmless compounds like O<sub>2</sub>, CO<sub>2</sub>, N<sub>2</sub>, and H<sub>2</sub>O. The ions produced travel within the air stream into the occupied spaces, cleaning the air everywhere the ions travel, even in spaces unseen.



### What is an Ion you may ask?

An ion is a molecule or atom that is positively or negatively charged, meaning that it has electrons to give or needs electrons to become uncharged, thus becoming stable.

### Mother Nature's Way of Cleaning

GPS' technology generates the same ions as Mother Nature creates with lightning, waterfalls, and ocean waves. Mother Nature uses energy to break apart molecules. It is nature's way of cleansing the air naturally and creating a healthy environment. The only difference is that GPS' technology does it without forming ozone or other harmful byproducts.

### GPS FACT: GPS can be installed in any system in any building...

- Agriculture
- Airports
- Animal Care
- Arenas & Stadiums
- Banks
- Casinos
- Child Care
- Convention Centers
- Fitness
- Food Service
- Healthcare
- Hospitality
- Hospitals
- Institutional
- Manufacturing
- Office Building
- Retail
- Schools & Universities
- Senior Care
- Transportation
- Theater
- Worship

## Truly a revolutionIZER

A pioneer with many innovations:

### 1st

- ... with universal power supply
- ... with auto-cleaning
- ... duct-mounted design
- ... to use carbon fiber brush needlepoint emitters
- ... with ionization bar
- ... with flexible ionization strip
- ... modular ionization bar
- ... to achieve UL 867 Ozone Standard
- ... AND ONLY to pass the RCTA DO-160 standard for aircraft
- ... to be installed on a commercial jet
- ... to be certified by FAA
- ... to be installed in commercial hand driers
- ... AND ONLY to receive UL 2998 Ozone Free Certification
- ... to receive OSPHD seismic (OSP) certification



GPS' NPBI technology has been certified by UL 867 and UL 2998 to be ozone free.

## GPS DELIVERS P.O.P.E.



### Particle Reduction

The GPS NPBI technology reduces airborne particles (i.e., dust, pet dander, pollen) through agglomeration. The ions attach to the airborne particles. The particles are subsequently attracted to one another, effectively increasing their mass and size. The air filtration system easily captures the larger particles, increasing the capture efficiency of your HVAC system.



### Pathogen Reduction

During the GPS cleaning process the NPBI technology attacks and kills viruses, mold spores and bacteria. The ions steal away hydrogen from the pathogens, leaving them to die, and leaving you with clean and healthy indoor air.



### Odor Reduction

During the GPS cleaning process chemical, pet, cooking, and other odors are broken down into basic harmless compounds, leaving the indoor air fresh smelling and free of odor causing VOCs.



### Energy Saving

GPS' environmentally friendly cleaning process allows commercial buildings to significantly reduce the amount of outdoor air required to operate. This equates to a safer, more comfortable environment reducing outside air intake by up to 75%.

## THE GPS ADVANTAGE

	GPS NPBI	OTHER BPI	CORONA DISCHARGE	HEPA FILTERS	CARBON FILTERS	ULTRAVIOLET (UV)	UV-PCO
Produces Harmful Byproducts	None	Yes	Yes	No	No	Yes	Yes
Reduces Airborne Particles	✓	Yes	Yes	Yes	No	No	No
Destroys VOCs	✓	Yes	Yes	No	Captures	No	Yes
Kills Pathogens	✓	Yes	Yes	No	Captures	Yes	Yes
Reduces Energy Cost	30%	Yes	Yes	No	No	No	No
UL 2998 No-Ozone Certified	✓	No	No	N/A	N/A	N/A	N/A
Treats In-Room Air	✓	Yes	Yes	No	No	No	No
No Replacement Parts	✓	No	No	No	No	No	No
Auto Self-Cleaning	✓	No	No	No	No	No	No
Simple to Install	✓	No	No	No	No	No	No
Low Total Cost	✓	Yes	No	No	No	No	No

# AUTO-CLEANING NPBI

## GPS-FC48-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **4,800 CFM or 12 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

**UNIVERSAL VOLTAGE**

### Features

- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



### MAINTENANCE FREE



### Features

- > 300 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



**CARBON FIBER EMITTERS**

## GPS-FC24-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **2,400 CFM or 6 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

### APPLICATIONS

- |                      |                          |
|----------------------|--------------------------|
| • Agriculture        | • Hospitality            |
| • Airports           | • Hospitals              |
| • Animal Care        | • Institutional          |
| • Arenas & Stadiums  | • Manufacturing          |
| • Banks              | • Office Building        |
| • Casinos            | • Retail                 |
| • Child Care         | • Schools & Universities |
| • Convention Centers | • Senior Care            |
| • Fitness            | • Transportation         |
| • Food Service       | • Theaters               |
| • Healthcare         | • Worship                |

## GPS-DM48-AC™

The world's first automatic self-cleaning, duct mounted, lightweight NPBI electronic air cleaner. The maintenance free unit is designed for indoor or outdoor duct mounting and can handle up to **4,800 CFM or 12 tons**.

### SELF-CLEANING

### Features

- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts
- 3/4 Quick-Turn Duct Adapter



**2016 IAQ GOLD AWARD WINNER**



# BARS & STRIPS

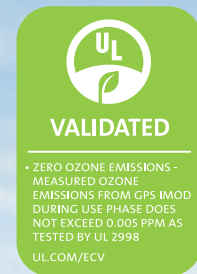


## GPS-iMOD®

The GPS-iMOD is a modular NPBI system that is field assembled to any length up to 240 inches in 6-inch increments. The fiberglass composite and carbon fiber GPS-iMOD can be mounted in corrosive environments. It can treat 50 – 250 CFM per inch of bar, depending on the application.

### Features

- > 140 Million + and - Ions Per Inch/cc/sec
- Universal Voltage Selector Switch
- Six HV Output Ports
- Alarm Contacts
- Illuminated On/Off Switch
- Plasma on Indication Light
- UL 2998 Ozone Free



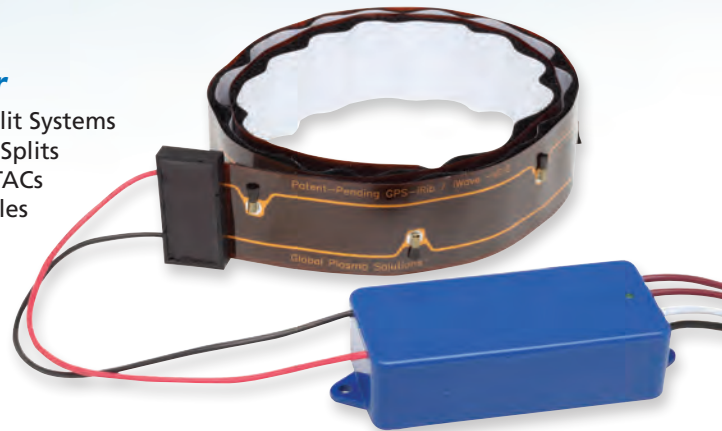
OSH PD

## GPS-iRIB® 18/36

The GPS-iRIB is available in 18" and 36" lengths. They are made from a flexible chemical, heat and cold resistant Kapton® material containing a circuit with special carbon fiber ion emitters soldered into the circuit traces. This mechanism is engineered to deliver the highest level of ionization with the least amount of energy in the most compact size. **Designed for 3200 CFM or 8 tons.**

### Perfect For

- Traditional Split Systems
- Ductless Mini Splits
- Heat Pump PTACs
- Ducted Modules
- Fan Coils



### Features

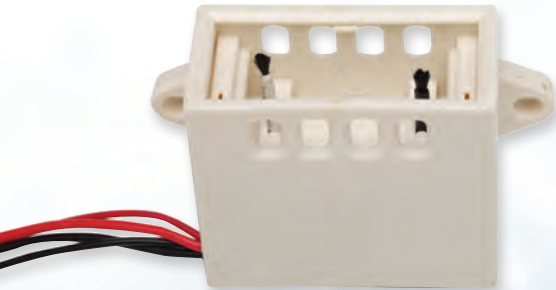
- > 35 Million + and - Ions Per Foot/cc/sec
- Fold-To-Length Circuit
- Local LED Power Indication
- Integral Control Relay for BAS Interface
- Velcro® for Easy Installation
- Voltage Input 110VAC to 240VAC



## GPS-NEMA4-OE

The GPS-NEMA4-OE is a NEMA 4X-rated fiberglass enclosure designed to house one GPS-iMOD power supply. The panel adds a superior finished look to any project while providing the required protection against foreign substances, such as water and dust, when power supplies are mounted in non-NEMA 1 rated environment.

# COMPACT NPBI



## GPS-FC-1™ / GPS-FC-2™

The GPS-FC series is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits and air handlers up to **1,200 CFM or 3 tons**. Their compact size allows them to be mounted almost anywhere in just a few minutes.

### Features

- > 25 Million + and – Ions Per cc/sec
- GPS-FC-1 Powered by 110 - 120 Volts AC
- GPS-FC-2 Powered by 208 – 240 Volts AC
- Carbon Fiber Brushes
- LED Operation Status
- Carbon Fiber Brush Emitters



## GPS-FC-3-BAS™

The GPS-FC-3-BAS unit is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits, and air handlers up to **3,200 CFM or 8 tons**. Its compact size and simple mounting requirements allow it to be quickly mounted almost anywhere.

### Features

- > 170 Million + and – Ions Per cc/sec
- Powered by 24 Volts AC
- Carbon Fiber Brush Emitters
- BAS Alarm Contacts
- LED Operation Status

# SENSORS & MEASUREMENTS

## GPS-iMEASURE™

The GPS-iMEASURE is the first commercially available ion detector that can be permanently mounted in the space to measure ion levels in real time and report back to a BAS.



### MONITOR IONIZATION LEVELS REMOTELY

- Auto Calibration/Auto Zero
- 0 – 1,000,000 Ions/cc

## GPS-iMEASURE-D™

The GPS-iMEASURE-D ion detector is permanently mounted in the duct downstream of any GPS ionization device. It measures ion levels in real time and reports back to a BAS. It includes three sensitivity levels: 20,000/200,000/2,000,000 ions/cc/sec that can be set based on the application and in-duct location.

### MONITOR IN-DUCT IONIZATION LEVELS

- 20,000 to 2M Ions/cc
- Input Voltage 12 to 24V AC or DC
- LED Operation Status



## GPS-iDETECT-P™

The GPS-iDETECT-P is a plenum-mounted ionization detector that confirms the output from the GPS-iMOD. The GPS-iDETECT-P provides the ability to monitor ionization status in a plenum to confirm that the ionization equipment is working properly.



### Features

- Universal Voltage Input
- 1,000 – 200,000,000 Ions/cc (+ or -)
- 0-100% Humidity

# REDUCING THE SPREAD OF DISEASE Through Better Indoor Air

## GPS clears the air of particles faster

Particulate matter includes pollutants, dust, allergens, mold, bacteria – and viruses. GPS' technology constantly generates a high concentration of positively and negatively charged ions. These ions travel through the air continuously seeking out and attaching to particles. Larger by virtue of combination, they are more easily captured by the ventilation and filtration systems or become too heavy to remain suspended in the air.

## GPS Inactivates Pathogens

When ions come into contact with pathogens, they steal away hydrogen from the pathogens, reducing the infectivity of the virus.

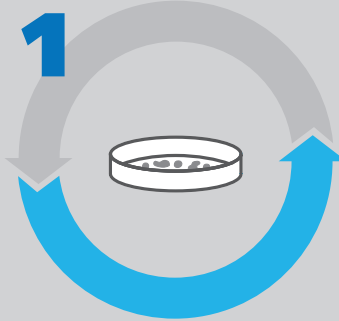
## GPS is Safe

Our needlepoint bipolar ionization is OZONE free and safe to use across commercial, industrial and residential buildings. Traditional bipolar ionization systems produce harmful ozone as a byproduct.

**\*DISCLAIMER:** Global Plasma Solutions (GPS) uses multiple data points to formulate performance validation statements. GPS technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

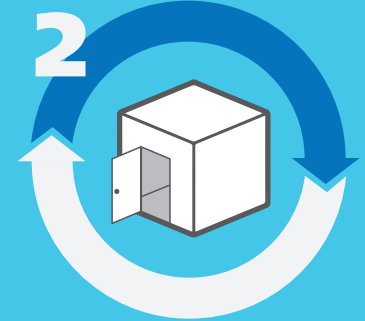
The use of this technology is not intended to take the place of reasonable precautions to prevent the transmission of pathogens. It is important to comply with all applicable public health laws and guidelines issued by federal, state, and local governments and health authorities as well as official guidance published by the Centers for Disease Control and Prevention (CDC) (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>), including but not limited to social distancing, hand hygiene, cough etiquette, and the use of face masks.

## SENSITIVITY TESTING



A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to NPBI over time. This controlled environment allows for comparison across different types of pathogens.

## SIMULATION TESTING



Counts of airborne pathogens are taken before and after aerosolizing them into a sealed, unoccupied laboratory environmental room installed with NPBI technology. The larger space more closely resembles a real-world environment.

### Norovirus<sup>†</sup>

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 93.5%

† Surrogate for Norovirus, actual strain tested was Feline Calicivirus, ATCC VR-782, Strain F-9



### Tuberculosis

**TIME IN CHAMBER** 60 MINUTES  
**RATE OF REDUCTION** 69.0%



### Human Coronavirus<sup>††</sup>

**TIME IN CHAMBER** 60 MINUTES  
**RATE OF REDUCTION** 90.0%

†† Surrogate for Human Coronavirus SARS-CoV-2, actual strain tested was Human Coronavirus 229E



### MRSA

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 96.2%



### Legionella

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 99.7%



### Staphylococcus

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 96.2%



### Clostridium Difficile

**TIME IN CHAMBER** 30 MINUTES  
**RATE OF REDUCTION** 86.8%



### E.coli

**TIME IN CHAMBER** 15 MINUTES  
**RATE OF REDUCTION** 99.6%

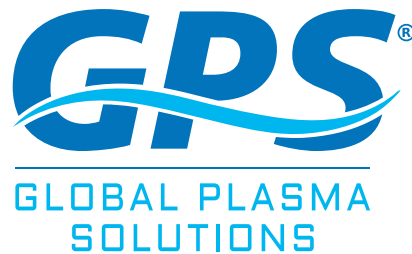


## GPS PRODUCT CHART

AUTO-CLEANING LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC24-AC	24-240 VAC	2,400	> 300 million
GPS-FC48-AC	24-240 VAC	4,800	> 400 million
GPS-DM48-AC	24-240 VAC	4,800	> 400 million
COMPACT LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC-1	110-120 VAC	1,200	> 25 million
GPS-FC-2	208-240 VAC	1,200	> 25 million
GPS-FC-3-BAS	24 VAC	3,200	> 170 million
BARS & STRIPS LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-iMOD	24-240 VAC	50-250 CFM/inch	> 140 million/in
GPS-iRIB-18	110-240 VAC	3,200	> 35 million/ft
GPS-iRIB-36	110-240 VAC	3,200	> 35 million/ft

### GPS FACT: Aviation Application

GPS' technology is the only active air purification system that has been designed and approved to operate in commercial and private aircraft. Aviation applications require passing the stringent RTCA DO-160 test proving the technology does not generate EMF, line noise or interfere with the avionics in any way. This is important to note because GPS' technology is used in many healthcare applications and will not cause interference with the imaging equipment.



*Engineering Air for a Cleaner World™*

**980-279-5622**

**www.GlobalPlasmaSolutions.com**

*All technical information and advice given here are based on GPS previous experiences and/or test results. GPS gives this information to the best of its knowledge but assumes no legal responsibility. Customers are asked to check the suitability and usability in the specific application, since the performance of the product can only be judged when all necessary operating data are available. The above information is subject to change.*

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# GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

**Proposal:** Aviation Flight Pathway Airplane Lease

**Submitted By:** Dan Phillips, Director of Innovation for College & Career Readiness

**Date:** September 29, 2020

## 1. What is the identified need?

Obj. 4-Every GIPS student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity. GIPS supports high-quality instructional materials that are strongly aligned to content area standards and reflect the instructional shifts within the college and career-ready standards. High-quality instructional resources support equity by ensuring all students learn the same core content at a specific instructional level.

There is a worldwide need for pilots, and our students have an amazing opportunity to get a significant headstart down this path by achieving the outcomes we have established for this pathway. All students have the opportunity to receive training using our Redbird Flight Simulators, and will receive at least 5 hours of flight instruction through our program each year during their Junior & Senior years.

Obj. 1 Schools and Classrooms will be led by instructional experts. Along with high-quality instructional resources teachers need ongoing professional learning to ensure that the district's vision is met through the implementation of these materials.

Our Aviation instructor is a Certified Flight Instructor with almost 1,000 hours of flight instruction, and our curriculum is provided by AOPA (Airplane Owners and Pilots Association).

## 2. Administrative Rationale for BOE Agenda Item (connect to Strategic Plan Objectives/Success Measures)

Equity and Access - All students, regardless of income, race, gender will have the opportunity to learn to fly. Diversity is a primary focus in the aviation industry right now, and we have the opportunity to provide opportunities to students that can give them access to career opportunities they may have never been able to get into.

Partner - This process of researching airplane options has opened up additional opportunities for us to partner with new industry leaders for curriculum and support that will be valuable to the growth and sustainability of the pathway.

## 3. Proposed Action

Information Item - Currently researching (4) options for acquiring a plane to use in our flight instruction.

## 4. Data/Research Assessed

To achieve a private pilot's license, a person needs a minimum of 40 hours of flight time under the guidance of a Certified Flight Instructor. The average person needs 30 hours of instruction in a plane before they are ready for their first solo flight. We have had 3 students that have done their first solo flight after 10-15 hours in the plane due to their time spent on our simulators. We will be researching and applying for grants to increase the amount of time we are able to offer students to help them move toward their private pilot's license.

## 5. Stakeholder Group(s) Involved

Academy of Engineering & Technology Advisory Committee, Trego Dugan Aviation, Duncan Aviation, University of Nebraska Kearney

## 6. Summary

Due to the last minute change in our airplane lease provider, we've had to go back to the drawing board to try and secure a plane to use for our flight instruction. We have (4) opportunities from various companies with options to lease, purchase, and apply for a grant funded lease. All (4) options after initial discussions will be cheaper than the original approved lease, and we will pick the best option for our students and our program to achieve the outcomes for the pathway.

## 7. Fiscal Impact

**Amount:** Not to exceed \$140/hr for a lease

**Source:** Academy of Engineering & Technology budget

**Details:** (4) options for leasing/purchasing a plane to be researched before bringing a recommendation to the board. The four companies are American Flight Schools, Cessna, Diamond Aviation, and Oracle Aviation.

## 8. Person(s) Responsible for Implementation

Dan Phillips, Matt Wichman

## 9. Implementation Plan

### ▲ Monitor/ Evaluate

**Actions:**

- 1) Solicit and review proposals from the (4) potential partners
- 2) Identify the best option for our students and our program
- 3) Finalize contract
- 4) Explore flights for all students in the Foundations course
- 5) Flight training for all students in the Principles and Advanced courses
- 6) Plan and secure funding for Summer Flight Program

**Timeline:**

- 1) Ongoing throughout the school year
- 2) Check points of student achievement at each quarter

### ▲ Board Report/Follow-Up

**Actions:**

October BOE meeting - information

Follow up data will be provided at L4L BOE Committee and BOE Spring Retreat 2021

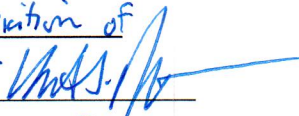
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**Timeline:**     1 month     3 months     6 months     annually     N/A

25. **Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

26. **Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO)  
Trego/Dugan Aviation of  
Grand Island, Inc.  
By:   
Printed Name: Vincent J. Dugan  
Its: President  
Date: October 7, 2020

(Renter)  
\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_



## AIRCRAFT RENTAL AGREEMENT

**THIS AIRCRAFT RENTAL AGREEMENT** ("Agreement") is made and entered into as of the 9th day of October, 2020 by and between Trego/Dugan Aviation of Grand Island, Inc. (FBO) with its principal offices located at Grand Island, NE (GRI) and Hall County School District #2, a/k/a Grand Island Public Schools, with an address of 123 S. Webb Road, PO Box 4904, Grand Island, NE 68803 ("Renter"). For purposes of this Agreement, FBO and Renter may, from time to time, be individually referred to as a "Party" and collectively as the "Parties". In addition, for purposes of this Agreement, references to either Party include their respective employees.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

**1a. Use of Aircraft.** Subject to Renter's adherence to the provisions of Sub-Article 1b of this Agreement, FBO hereby authorizes Renter to use and operate on a non-dedicated, non-exclusive basis, those aircraft which are owned or leased by FBO and offered for solo rental which are located at FBO's facility at Central Nebraska Regional Airport, Grand Island, NE (GRI) which Renter is qualified to operate consistent with prevailing and applicable Federal Aviation Regulations (FARs) and for which Renter has satisfactorily passed one or more flight checks to demonstrate sufficient airmanship competency to FBO's reasonable satisfaction to operate as pilot-in-command of same (collectively hereinafter, the "Aircraft"). Those Aircraft which Renter is authorized to operate (including charges for its use) along with Renter's required personal data is memorialized in the "Renter's Data Form", attached hereto and incorporated herein as Exhibit A. The Renter's Data Form will be updated by FBO as modifications and/or updates warrant, with each amendment to the Renter's Data Form hereinafter replacing the previous version of Exhibit A and thereafter incorporated and made a part of this Agreement.

**1b. Aircraft Usage Policies and Procedures.** As a material condition of this Agreement, Renter shall adhere at all times to FBO's Aircraft rental policies and procedures, which are attached hereto and incorporated herein as Exhibit B. Any breach by Renter of such policies and procedures shall be deemed to be a default under this Agreement and be grounds for termination of this Agreement and all rental privileges extended hereunder. FBO reserves the right to amend the contents of Exhibit B at any time and without advance notice to Renter; provided, however, Renter shall be furnished a written copy of any amended Exhibit B, which, upon receipt of same by Renter, shall act to amend this Agreement accordingly and replace with immediate effect the then prevailing version of Exhibit B. Renter shall abide by any revisions to the policies and procedures of Exhibit B consistent with receipt of same.

**2. Term.** The term of this Agreement shall be for a period of twelve (12) months, commencing October 9, 2020 and continuing through October 9, 2021, and month to month thereafter, unless earlier terminated for cause under the provisions of this Agreement ("Term"). Notwithstanding the foregoing, FBO may terminate this Agreement either (a) for convenience, with thirty (30) days advance written notice to the Renter; or (b) pursuant to the default provisions set forth herein.

**3. Property Rights Not Created.** Nothing in this Agreement shall be construed or deemed to constitute a grant of an interest or ownership in any Aircraft or to convey an estate or to vest property rights in the Renter in any manner.

**4a. Return of Aircraft.** Weather conditions permitting, Renter will return the Aircraft at the agreed upon date and time and in the same condition that Renter accepted the Aircraft at the time of rental.

**4b. Recovery of Aircraft by FBO.** Should Renter abandon the Aircraft or otherwise breach a material condition of this Agreement during any rental period, FBO reserves the right to take immediate possession of the Aircraft, irrespective of its physical location, without notice or legal process. Renter shall indemnify FBO for any and all costs, including without limitation, all attorneys' fees, incurred as a result of such Aircraft recovery efforts and expressly waives any rights to claims (either direct or indirect) for damages, trespass or objection to forcible entry or detainer due to repossession of the Aircraft by FBO.

**5. Securing of Aircraft.** During such time as Renter has care, custody and control, it shall ensure the Aircraft is properly secured during such periods it is left unattended, including, but not limited to, the insertion of chocks, pitot tube covers and control column and rudder gust locks, application of parking brake, the closing of windows and securing of tie-down ropes. Additionally, Renter shall ensure the Aircraft is locked at all times it is unattended and that the master switch and ignition are confirmed to be in the "off" position. It is expressly agreed and understood by Renter that under no circumstances shall FBO be liable for any lost, stolen or damaged personal property stored in the Aircraft at any time and at any airport location. Renter agrees to utilize its best reasonable efforts to oversee any towing or repositioning of the Aircraft which may take place at other airports during such time the Aircraft is in Renter's possession.

**6. Performance of Aircraft Maintenance.** Except in those instances when FBO conveys its express consent, at no time shall Renter attempt to repair or replace any part, component, system, equipment or accessory of the Aircraft during such time it is in Renter's care, custody and control. In the event of an Aircraft mechanical problem or other issue which serves to render the Aircraft unserviceable in some manner, Renter shall immediately communicate the problem to FBO via telephone and wait for instructions or authorization to proceed with required repairs. Renter may be required to pay for such repair services and seek reimbursement upon the return of the Aircraft to the Airport. Renter understands that it shall be liable for any Aircraft repair costs not expressly authorized in advance by FBO.

**7. Reporting of Aircraft Damage and Accidents.** Renter agrees to immediately report to FBO (and applicable local authorities) all Aircraft damage, regardless of degree or nature, or if the Aircraft is involved in an accident. Renter shall obtain the names and addresses of all witnesses and involved parties and convey such information to FBO. The Renter, to the fullest extent possible, shall safeguard the Aircraft to ensure no additional damage is incurred and, to the extent possible, ensure the Aircraft is not moved, unless directed so by local authorities with jurisdiction. Renter shall fully cooperate with all officials investigating any incident involving the Aircraft, including those of local law enforcement, the Federal Aviation Administration (FAA) and the National Transportation Safety Board.

For the avoidance of doubt, Renter, in conjunction with its timely and proper performance of a pre-flight inspection prior to each rental of the Aircraft, is responsible for reporting any Aircraft damage to FBO prior to departure from the Airport, it being expressly understood that Renter shall be held fully liable for any and all unreported Aircraft damage subsequently discovered or reported to FBO.

**8. Agreement Subordination to Master Lease.** It is expressly agreed and understood by Renter this Agreement shall be subordinate at all times to the lease and operating agreement in effect between FBO and the governing agency of the Airport.

**9. Prohibition Against Assignment or Transfer.** This Agreement is between the Parties and Renter agrees that it shall not pledge, encumber, sell, assign or transfer this Agreement, in whole or in part, by operation of law or otherwise under any circumstances. Any attempted assignment or transfer of this Agreement in violation of the preceding sentence shall be deemed null and void. Renter shall not take any action or suffer action to be taken which has the effect of transferring any rights herein to any person or legal representative whether by operation of law or otherwise.

**10. FBO's Truth-In-Leasing.** FBO represents to Renter the Aircraft is made available to Renter in an airworthy condition and compliant with all applicable advisory circulars, airworthiness directives and original equipment manufacturers (OEM) recommended maintenance schedules. FBO further represents the Aircraft has been maintained and inspected in accordance with the requirements of FAR Part 91. Notwithstanding the foregoing, Renter expressly acknowledges that it, and not FBO, is solely responsible for the proper operation of the Aircraft while Renter is acting as pilot-in-command. Each Party is responsible for the proper and timely performance of its Aircraft obligations and compliance with applicable FARs at all times. Renter further acknowledges that an explanation of factors bearing on its operational control of the Aircraft and pertinent FARs can be obtained from the local General Aviation District Office (GADO).

**11. Disclaimer of Warranty.** EXCEPTING FBO'S REPRESENTATION AS SET FORTH IN ARTICLE 11 OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT FBO HAS NOT MADE NOR WILL MAKE ANY WARRANTIES TO RENTER WITH RESPECT TO THE SUITABILITY OR MERCHANTABILITY OF THE AIRCRAFT FOR ANY PARTICULAR RENTER PURPOSE, DESIGN, QUALITY OR CAPACITY OF THE AIRCRAFT AND RENTS THE AIRCRAFT TO RENTER IN AN "AS IS, WHERE IS" CONDITION.

**12. Alterations.** Renter shall not make or install any alterations to the Aircraft nor make any improvements nor otherwise authorize the making or performance of any alterations, additions, installations or improvements or other physical changes to the Aircraft, inclusive of signage.

**13a. FBO Insurance Coverage.** FBO represents to Renter that it has and will maintain at all times during the term of this Agreement, public liability insurance on the Aircraft in the amount of n/a Dollars (\$ n/a ) in the aggregate and n/a Dollars (\$ n/a ) per seat from an insurance carrier(s) authorized to conduct business in the State of Nebraska. Such coverage includes third party bodily injury and property damage liability. Additionally, FBO maintains, for its sole benefit and interest, all-risk hull insurance on the Aircraft. Renter shall remain responsible to FBO's insurer for any Aircraft damage requiring payment of a claim by the FBO's insurer, subject to the indemnification provisions set forth in Article 15 of this Agreement.

**13b. Renter's Insurance Coverage.** As a material condition for FBO to agree to enter into this Agreement, Renter agrees to procure and maintain, from a financially solvent insurance carrier authorized to conduct business in the State of Nebraska, Aircraft Renter's Liability Insurance in a minimum amount of Twenty Five Million Dollars (\$25,000,000), inclusive of physical damage liability in an amount equal to the Aircraft's hull replacement value. FBO shall be furnished a duly executed certificate of insurance evidencing such coverage. FBO shall be named on said policy as an additional insured, with a waiver of subrogation rights against FBO. The failure of FBO to obtain such insurance certificate or other evidence of insurance from the Renter shall not be deemed a waiver of the requirements of this Sub-Article 14b. Non-conforming insurance shall not relieve

Renter of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions by Renter hereunder shall constitute a material breach of this Agreement and FBO retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in FBO's sole discretion. Consistent with the indemnification provisions of this Agreement, Renter's insurance policy will respond on a primary basis, with any insurance carried by FBO to be construed as secondary or excess insurance.

**14c. Renter's Liability Not Limited.** NOTWITHSTANDING THE PROVISIONS OF SUB-ARTICLE 14b, FOR PURPOSES OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

**15. Indemnification.** Renter agrees to indemnify, defend and hold harmless FBO, the Airport and their respective officers, directors, agents, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments of any kind whatsoever (including environmental-based claims and those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which arise in any way from Renter's use and operation of the Aircraft, specifically including any and all losses or damages to any property or injury to or death of any person, including, without limitation, Renter's employees, students, agents, personal guests or business invitees.

**16. Disclaimer of Liability.** UNDER NO CIRCUMSTANCES SHALL FBO BE LIABLE TO RENTER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOSS OF ANTICIPATED PROFITS RELATING TO THE RENTAL OF THE AIRCRAFT HEREUNDER.

**17. Force Majeure.** FBO shall not be liable for its failure to perform under this Agreement or to provide the Aircraft for rental (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, flood, wind storm, strike, labor dispute, riot, insurrection, war, terrorism, lack of fuel or any other cause beyond FBO's control.

**18. Default.** It shall be considered a default of this Agreement if: (a) Renter shall fail to make timely payments required hereunder on the date due and said default shall continue for ten (10) days thereafter after receipt by Renter of written notice thereof from FBO; or (b) Renter shall fail to perform any other material covenant herein, and such default shall continue for a period of ten (10) days after receipt by Renter of written notice of said default from FBO; or (c) Renter shall breach or otherwise violate any of the Aircraft rental policies and regulations set forth in Exhibit B, which, in such event, FBO reserves the right to terminate this Agreement with immediate effect. In the event the default conditions of Sub-Items (a) or (b) above are not rectified consistent with the specified cure periods for each, FBO reserves the right to terminate this Agreement immediately, with or without notice to Renter. Provided further, in no event may Renter utilize the Aircraft without insurance coverage as described herein.

**19. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska. The Parties irrevocably consent to the jurisdiction of the Courts of Hall County, Nebraska for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement. For purposes of this Agreement, a

“proceeding” is defined as any threatened, pending or completed action, suit or claim whether civil, criminal, administrative, investigative or any other type whatsoever.

**20. Independent Contractor.** The relationship between FBO and Renter shall be that of independent contractors and neither Party shall be construed or interpreted to be a partner, agent or joint venturer of the other and neither Party shall be responsible for the acts or omissions of the other.

**21. Rights Not Waived.** No failure by FBO to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by FBO of full or partial payment for Aircraft rentals during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy.

**22. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either Party of any covenant or condition of this Agreement shall not preclude such Party from demanding performance thereafter in accordance with the terms hereof.

**23. Notices.** Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by U.S. certified mail, return receipt requested or via hand delivery (with advance copy to be forwarded via facsimile or electronic mail):

(1) If to FBO, addressed to:

Trego/Dugan Aviation of Grand Island, Inc.  
Attention: Vincent J. Dugan  
PO Box 1226  
North Platte, Nebraska 69103  
Facsimile: 308-696-1052  
E-Mail: vince@trego-dugan.com

(2) If to Renter, addressed to:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt or facsimile confirmation document.

**24. Entire Agreement.** It is mutually agreed and understood that this Agreement (and any exhibits, amendments and addendums attached hereto) contains the final and entire agreement and understanding between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. Excepting alterations to the provisions of Exhibits A and B hereof, any change or modification to this Agreement must be in writing and signed by both Parties.

**25. Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

**26. Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO)  
\_\_\_\_\_

(Renter)  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

**EXHIBIT A  
RENTER'S DATA FORM**

Full Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Pilot's Certificate Number: \_\_\_\_\_

Medical Date: \_\_\_\_\_ Medical Class: \_\_\_\_\_

Last Flight Review: \_\_\_\_\_

Copy Received of Renter's: Pilot Certificate: \_\_\_\_\_ Date: \_\_\_\_\_

Medical Certificate: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License: \_\_\_\_\_ Date: \_\_\_\_\_

Proof of US Citizenship: \_\_\_\_\_ Date: \_\_\_\_\_

**Aircraft Checkout Data:**

Date: \_\_\_\_\_ Instructor: \_\_\_\_\_

Type Aircraft: \_\_\_\_\_

Limitations or Restrictions: \_\_\_\_\_

Date: \_\_\_\_\_ Instructor: \_\_\_\_\_

Type Aircraft: \_\_\_\_\_

Limitations or Restrictions: \_\_\_\_\_

EXHIBIT B  
to  
AIRCRAFT RENTAL AGREEMENT  
by and between  
Hall County School District #2, aka Grand Island Public Schools (“Renter”)  
and  
Trego/Dugan Aviation of Grand Island, Inc (“FBO”)  
effective October 9, 2020

The below policies and procedures regarding rental licensed and student pilots’ utilization and operation of FBO-furnished aircraft (collectively, the “Aircraft”) shall be in effect at all times during the term of the Agreement. For the purposes of this Aircraft Rental Agreement, the term Renter shall include Renter’s employees, students, agents, personal guests or business invitees and specifically includes any and all persons utilizing, inspecting, observing and or in the vicinity of the Aircraft, whether in flight, taxiing, running in place, in maintenance, static in place and/or being towed or pushed by hand.

- 1) The Renter will follow all FARs applicable prior to and at the time of flight, including, but not limited to, the performance of a proper and thorough pre-flight inspection of the Aircraft and sumping of fuel tanks.
- 2) The Renter will operate the Aircraft within the limits of the Aircraft Operator’s handbook at all times.
- 3) The Renter will only use the Aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the Aircraft of any kind.
- 4) The Renter will not operate the Aircraft if he/she has consumed any alcoholic beverage, drug (whether prescription, over the counter, legal or illegal within twenty-four (24) hours prior to or during operation of the Aircraft) or, if having not consumed any of the foregoing substances within 24 hours prior to operation of the Aircraft, if the Renter’s ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
- 5) The Renter agrees not to land the Aircraft on runways that are turf, sod grass or in otherwise poor condition, shorter than 3,000 feet in length, or areas that are enclosed, abandoned or not designated as an FAA approved airport.
- 6) The Renter will not engage in formation flight or aerobatics.
- 7) The Renter will not intentionally fly within fifteen (15) nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
- 8) The Renter will not operate the Aircraft in known icing conditions.
- 9) The Renter will fly at all times within the limits of the Renter’s existing pilot’s license and will not engage in flight for which the Renter is not qualified. Further, Renter will fly the Aircraft from the left front seat only and will not allow anyone else to fly the Aircraft unless the Renter is the holder of a valid and current Certified Flight Instructor (CFI) certificate. Further, Renter will not permit a student pilot to carry passengers or to act as pilot in command of the Aircraft in any way for compensation or hire. Renter understands and agrees it is solely responsible for any decision to allow a student to perform solo flights in the Aircraft.

- 10) The Renter is prohibited from simulated emergency practice and over water flights beyond a gliding distance from land.
- 11) The Renter will undergo a flight proficiency check for the specific approval for each type of Aircraft to be rented. All check-flights will be conducted by an approved FBO check-pilot (instructor) without exception and subsequently recorded on the Renter's Data Form.
- 12) The Renter will not take passengers in the Aircraft unless the Renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accordance with FAA regulations.
- 13) The Renter will not engage in night flight operations unless the Renter has met all of the applicable and prevailing FAR prerequisites.
- 14) The Renter will not operate the Aircraft under instrument flight rules (IFR) unless the Renter holds an instrument rating which is current and the Renter is otherwise qualified to operate under IFR conditions.
- 15) The Renter will keep the Aircraft neat, clean and well secured when not attended by the Renter. Smoking is prohibited at all times in the Aircraft. Renter shall be assessed a cleaning fee should the Aircraft not be returned to the Airport in a condition deemed acceptable for Aircraft's immediate follow-on rental by another FBO customer.
- 16) The Renter will comply at all times with all placards or notices posted in the Aircraft.
- 17) The Renter will report maintenance discrepancies to FBO immediately upon identification of same, irrespective of the Aircraft's location at the time.
- 18) Renter shall obtain approval in advance from FBO for any emergency repairs required to be performed by the Renter when the Aircraft is away from its home base.
- 19) Only Renter's employed instructor may schedule flight time in the Aircraft. In the event Renter's student(s) circumvents this requirement, Renter remains solely responsible for the safe conduct of the flight. Under no circumstances is Renter relieved of its responsibility and/or liability for flights in the Aircraft arranged by students in violation of this provision.
- 20) The Renter shall leave an itinerary or flight plan with FBO prior to departure and notify FBO, as soon as practical, in the event of any deviation from the aforementioned itinerary or flight plan.
- 21) The Renter shall pay the current posted rental fee of FBO (in accordance with those rates and charges applicable to Renter flight students) for both Aircraft rental and associated flight instruction based upon the time recorded on the Aircraft's Hobbs meter or tachometer, as either instrument may be utilized for such purpose from time to time by FBO. For purposes of calculating charges, all Hobbs meters are read to the next higher tenth of an hour. If a discrepancy is found on the Hobbs meter dispatched out recorded time, an authorized FBO employee must be notified prior to the flight commencing. In the absence of such notification of a Hobbs meter discrepancy prior to the Renter starting the engine, the dispatched Hobbs meter time will be judged as valid and accurate and will be utilized to calculate all usage charges upon the Aircraft's return, excepting for typographical or transposition errors.

22) In the event the tachometer is to be used for calculating Renter's Aircraft usage time, the charge will be based upon 1.3 times (1.3x) the start versus end times shown on the Aircraft's tachometer.

23) Any disabling (or intent to disable) the Hobbs meter of an Aircraft by Renter will result in the immediate suspension or loss of Aircraft use privileges.

24) It is expressly agreed and understood that the Renter is responsible for any and all expenses incurred in the utilization of the Aircraft from the time of its departure from the Airport until its return. Such charges include, but are not limited to, landing fees, parking fees, hangar fees, and all out-of-pocket living expenses (hotels, rental cars, meals, etc.) which may be incurred on an unanticipated basis by the Renter due to weather delays, mechanical delays, etc.

25) The Aircraft is rented to Renter on a "wet" basis. Therefore, any fuel or oil purchased for the Aircraft by the Renter shall be credited against the aggregate rental charges provided that legible, bona-fide receipts for such expenditures are presented to FBO by the Renter upon the return of the Aircraft. No other operating costs, purchases or fees are deemed to be reimbursable by FBO to the Renter, unless expressly approved by FBO in advance of such expense being incurred.

26) It is understood by the Renter that from time to time, certain pieces of equipment may not be functioning in the Aircraft at the time of rental. While FBO endeavors to keep the Aircraft in 100% operating condition, mechanical faults due occur and cannot always be readily rectified upon the Aircraft's return. FBO offers no discount or rental abatement for Aircraft that have certain components not functioning at the time of rental, but which otherwise are not an impediment to safe flight. Renter is encouraged to review the Aircraft write-up list and logbooks prior to accepting the Aircraft for rental. Notwithstanding the foregoing, FBO shall not be liable for Renter's use of the Aircraft with identified malfunctioning components which are not included in the Aircraft's minimum equipment list or similar listing of "no go" items, which Renter, utilizing his/her own judgment, accepts the risk of not working within nominal performance levels.

27) With specific regard to all flights by Renter's student pilots, i.e., those individuals not possessing at least a private pilot certificate, the following rules are applicable:

- a) Renter's certified instructor shall be solely responsible for all decisions regarding the suitability of each flight by renter's students.
- b) To conduct student solo flights, the Renter's student must have the express authorization and logbook signoff by his/her flight instructor employed by Renter. The student logbook and Student's Pilot Certificate must be in the student's possession during all solo flights. Renter's employed instructor shall be solely responsible and make all decisions regarding the suitability of each flight by Renter and each solo flight of any and all of Renter's students.

28) Without prejudice to any other provision of this Exhibit B, Renter will be charged for the following miscellaneous costs:

- a) Excessive or unnecessary wear and tear of the Aircraft, or any of its parts or components, due to Renter's negligence, abuse or piloting technique. Examples of such damage include flat-spotted tires and damaged wingtips.
- b) Neglect of proper Aircraft checklist procedures.
- c) Lost Aircraft keys.

- d) Items missing from the Aircraft including, but not limited to, fuel drain cup, pitot covers, control wheel lock manuals and any FAA-required Aircraft documentation.

29) Notwithstanding any other provision of the Agreement and this Exhibit B, FBO expressly reserves the right to deny rental of any Aircraft to Renter for any reason and at any time in its sole and reasonable discretion.

September 9, 2020

Bonnie Hinkle, President  
Grand Island Public Schools Board of Education

Dear Ms. Hinkle:

The Grand Island Education Association continues to represent the bargaining unit covered by the 2020-2021 Master Agreement and is recognized as the exclusive bargaining agent for negotiations for the 2021-2022 contract year.

The Association requests that Grand Island Public Schools recognize the Association as the exclusive bargaining agent for the 2022-2023 contract year for the unit it presently represents.

Please direct your response to the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Michelle L. Carter".

Michelle Carter, President  
Grand Island Education Association

# GIPS NEEDS ANALYSIS



District Administration and/or Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education for information or action as deemed appropriate.

**Proposal:** Aviation Flight Pathway Airplane Lease

**Submitted By:** Dan Phillips, Director of Innovation for College & Career Readiness

**Date:** September 29, 2020

## 1. What is the identified need?

Obj. 4-Every GIPS student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity. GIPS supports high-quality instructional materials that are strongly aligned to content area standards and reflect the instructional shifts within the college and career-ready standards. High-quality instructional resources support equity by ensuring all students learn the same core content at a specific instructional level.

There is a worldwide need for pilots, and our students have an amazing opportunity to get a significant headstart down this path by achieving the outcomes we have established for this pathway. All students have the opportunity to receive training using our Redbird Flight Simulators, and will receive at least 5 hours of flight instruction through our program each year during their Junior & Senior years.

Obj. 1 Schools and Classrooms will be led by instructional experts. Along with high-quality instructional resources teachers need ongoing professional learning to ensure that the district's vision is met through the implementation of these materials.

Our Aviation instructor is a Certified Flight Instructor with almost 1,000 hours of flight instruction, and our curriculum is provided by AOPA (Airplane Owners and Pilots Association).

## 2. Administrative Rationale for BOE Agenda Item (connect to Strategic Plan Objectives/Success Measures)

Equity and Access - All students, regardless of income, race, gender will have the opportunity to learn to fly. Diversity is a primary focus in the aviation industry right now, and we have the opportunity to provide opportunities to students that can give them access to career opportunities they may have never been able to get into.

Partner - This process of researching airplane options has opened up additional opportunities for us to partner with new industry leaders for curriculum and support that will be valuable to the growth and sustainability of the pathway.

## 3. Proposed Action

Information Item - Currently researching (4) options for acquiring a plane to use in our flight instruction.

## 4. Data/Research Assessed

To achieve a private pilot's license, a person needs a minimum of 40 hours of flight time under the guidance of a Certified Flight Instructor. The average person needs 30 hours of instruction in a plane before they are ready for their first solo flight. We have had 3 students that have done their first solo flight after 10-15 hours in the plane due to their time spent on our simulators. We will be researching and applying for grants to increase the amount of time we are able to offer students to help them move toward their private pilot's license.

## 5. Stakeholder Group(s) Involved

Academy of Engineering & Technology Advisory Committee, Trego Dugan Aviation, Duncan Aviation, University of Nebraska Kearney

## 6. Summary

Due to the last minute change in our airplane lease provider, we've had to go back to the drawing board to try and secure a plane to use for our flight instruction. We have (4) opportunities from various companies with options to lease, purchase, and apply for a grant funded lease. All (4) options after initial discussions will be cheaper than the original approved lease, and we will pick the best option for our students and our program to achieve the outcomes for the pathway.

## 7. Fiscal Impact

**Amount:** Not to exceed \$140/hr for a lease

**Source:** Academy of Engineering & Technology budget

**Details:** (4) options for leasing/purchasing a plane to be researched before bringing a recommendation to the board. The four companies are American Flight Schools, Cessna, Diamond Aviation, and Oracle Aviation.

## 8. Person(s) Responsible for Implementation

Dan Phillips, Matt Wichman

## 9. Implementation Plan

### ▲ Monitor/ Evaluate

**Actions:**

- 1) Solicit and review proposals from the (4) potential partners
- 2) Identify the best option for our students and our program
- 3) Finalize contract
- 4) Explore flights for all students in the Foundations course
- 5) Flight training for all students in the Principles and Advanced courses
- 6) Plan and secure funding for Summer Flight Program

**Timeline:**

- 1) Ongoing throughout the school year
- 2) Check points of student achievement at each quarter

### ▲ Board Report/Follow-Up

**Actions:** October BOE meeting - information

Follow up data will be provided at L4L BOE Committee and BOE Spring Retreat 2021

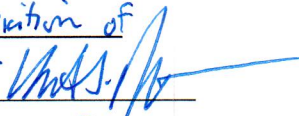
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**Timeline:**     1 month     3 months     6 months     annually     N/A

25. **Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

26. **Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO)  
Trego/Dugan Aviation of  
Grand Island, Inc.  
By:   
Printed Name: Vincent J. Dugan  
Its: President  
Date: October 7, 2020

(Renter)  
\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_



## AIRCRAFT RENTAL AGREEMENT

**THIS AIRCRAFT RENTAL AGREEMENT** ("Agreement") is made and entered into as of the 9th day of October, 2020 by and between Trego/Dugan Aviation of Grand Island, Inc. (FBO) with its principal offices located at Grand Island, NE (GRI) and Hall County School District #2, a/k/a Grand Island Public Schools, with an address of 123 S. Webb Road, PO Box 4904, Grand Island, NE 68803 ("Renter"). For purposes of this Agreement, FBO and Renter may, from time to time, be individually referred to as a "Party" and collectively as the "Parties". In addition, for purposes of this Agreement, references to either Party include their respective employees.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

**1a. Use of Aircraft.** Subject to Renter's adherence to the provisions of Sub-Article 1b of this Agreement, FBO hereby authorizes Renter to use and operate on a non-dedicated, non-exclusive basis, those aircraft which are owned or leased by FBO and offered for solo rental which are located at FBO's facility at Central Nebraska Regional Airport, Grand Island, NE (GRI) which Renter is qualified to operate consistent with prevailing and applicable Federal Aviation Regulations (FARs) and for which Renter has satisfactorily passed one or more flight checks to demonstrate sufficient airmanship competency to FBO's reasonable satisfaction to operate as pilot-in-command of same (collectively hereinafter, the "Aircraft"). Those Aircraft which Renter is authorized to operate (including charges for its use) along with Renter's required personal data is memorialized in the "Renter's Data Form", attached hereto and incorporated herein as Exhibit A. The Renter's Data Form will be updated by FBO as modifications and/or updates warrant, with each amendment to the Renter's Data Form hereinafter replacing the previous version of Exhibit A and thereafter incorporated and made a part of this Agreement.

**1b. Aircraft Usage Policies and Procedures.** As a material condition of this Agreement, Renter shall adhere at all times to FBO's Aircraft rental policies and procedures, which are attached hereto and incorporated herein as Exhibit B. Any breach by Renter of such policies and procedures shall be deemed to be a default under this Agreement and be grounds for termination of this Agreement and all rental privileges extended hereunder. FBO reserves the right to amend the contents of Exhibit B at any time and without advance notice to Renter; provided, however, Renter shall be furnished a written copy of any amended Exhibit B, which, upon receipt of same by Renter, shall act to amend this Agreement accordingly and replace with immediate effect the then prevailing version of Exhibit B. Renter shall abide by any revisions to the policies and procedures of Exhibit B consistent with receipt of same.

**2. Term.** The term of this Agreement shall be for a period of twelve (12) months, commencing October 9, 2020 and continuing through October 9, 2021, and month to month thereafter, unless earlier terminated for cause under the provisions of this Agreement ("Term"). Notwithstanding the foregoing, FBO may terminate this Agreement either (a) for convenience, with thirty (30) days advance written notice to the Renter; or (b) pursuant to the default provisions set forth herein.

**3. Property Rights Not Created.** Nothing in this Agreement shall be construed or deemed to constitute a grant of an interest or ownership in any Aircraft or to convey an estate or to vest property rights in the Renter in any manner.

**4a. Return of Aircraft.** Weather conditions permitting, Renter will return the Aircraft at the agreed upon date and time and in the same condition that Renter accepted the Aircraft at the time of rental.

**4b. Recovery of Aircraft by FBO.** Should Renter abandon the Aircraft or otherwise breach a material condition of this Agreement during any rental period, FBO reserves the right to take immediate possession of the Aircraft, irrespective of its physical location, without notice or legal process. Renter shall indemnify FBO for any and all costs, including without limitation, all attorneys' fees, incurred as a result of such Aircraft recovery efforts and expressly waives any rights to claims (either direct or indirect) for damages, trespass or objection to forcible entry or detainer due to repossession of the Aircraft by FBO.

**5. Securing of Aircraft.** During such time as Renter has care, custody and control, it shall ensure the Aircraft is properly secured during such periods it is left unattended, including, but not limited to, the insertion of chocks, pitot tube covers and control column and rudder gust locks, application of parking brake, the closing of windows and securing of tie-down ropes. Additionally, Renter shall ensure the Aircraft is locked at all times it is unattended and that the master switch and ignition are confirmed to be in the "off" position. It is expressly agreed and understood by Renter that under no circumstances shall FBO be liable for any lost, stolen or damaged personal property stored in the Aircraft at any time and at any airport location. Renter agrees to utilize its best reasonable efforts to oversee any towing or repositioning of the Aircraft which may take place at other airports during such time the Aircraft is in Renter's possession.

**6. Performance of Aircraft Maintenance.** Except in those instances when FBO conveys its express consent, at no time shall Renter attempt to repair or replace any part, component, system, equipment or accessory of the Aircraft during such time it is in Renter's care, custody and control. In the event of an Aircraft mechanical problem or other issue which serves to render the Aircraft unserviceable in some manner, Renter shall immediately communicate the problem to FBO via telephone and wait for instructions or authorization to proceed with required repairs. Renter may be required to pay for such repair services and seek reimbursement upon the return of the Aircraft to the Airport. Renter understands that it shall be liable for any Aircraft repair costs not expressly authorized in advance by FBO.

**7. Reporting of Aircraft Damage and Accidents.** Renter agrees to immediately report to FBO (and applicable local authorities) all Aircraft damage, regardless of degree or nature, or if the Aircraft is involved in an accident. Renter shall obtain the names and addresses of all witnesses and involved parties and convey such information to FBO. The Renter, to the fullest extent possible, shall safeguard the Aircraft to ensure no additional damage is incurred and, to the extent possible, ensure the Aircraft is not moved, unless directed so by local authorities with jurisdiction. Renter shall fully cooperate with all officials investigating any incident involving the Aircraft, including those of local law enforcement, the Federal Aviation Administration (FAA) and the National Transportation Safety Board.

For the avoidance of doubt, Renter, in conjunction with its timely and proper performance of a pre-flight inspection prior to each rental of the Aircraft, is responsible for reporting any Aircraft damage to FBO prior to departure from the Airport, it being expressly understood that Renter shall be held fully liable for any and all unreported Aircraft damage subsequently discovered or reported to FBO.

**8. Agreement Subordination to Master Lease.** It is expressly agreed and understood by Renter this Agreement shall be subordinate at all times to the lease and operating agreement in effect between FBO and the governing agency of the Airport.

**9. Prohibition Against Assignment or Transfer.** This Agreement is between the Parties and Renter agrees that it shall not pledge, encumber, sell, assign or transfer this Agreement, in whole or in part, by operation of law or otherwise under any circumstances. Any attempted assignment or transfer of this Agreement in violation of the preceding sentence shall be deemed null and void. Renter shall not take any action or suffer action to be taken which has the effect of transferring any rights herein to any person or legal representative whether by operation of law or otherwise.

**10. FBO's Truth-In-Leasing.** FBO represents to Renter the Aircraft is made available to Renter in an airworthy condition and compliant with all applicable advisory circulars, airworthiness directives and original equipment manufacturers (OEM) recommended maintenance schedules. FBO further represents the Aircraft has been maintained and inspected in accordance with the requirements of FAR Part 91. Notwithstanding the foregoing, Renter expressly acknowledges that it, and not FBO, is solely responsible for the proper operation of the Aircraft while Renter is acting as pilot-in-command. Each Party is responsible for the proper and timely performance of its Aircraft obligations and compliance with applicable FARs at all times. Renter further acknowledges that an explanation of factors bearing on its operational control of the Aircraft and pertinent FARs can be obtained from the local General Aviation District Office (GADO).

**11. Disclaimer of Warranty.** EXCEPTING FBO'S REPRESENTATION AS SET FORTH IN ARTICLE 11 OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT FBO HAS NOT MADE NOR WILL MAKE ANY WARRANTIES TO RENTER WITH RESPECT TO THE SUITABILITY OR MERCHANTABILITY OF THE AIRCRAFT FOR ANY PARTICULAR RENTER PURPOSE, DESIGN, QUALITY OR CAPACITY OF THE AIRCRAFT AND RENTS THE AIRCRAFT TO RENTER IN AN "AS IS, WHERE IS" CONDITION.

**12. Alterations.** Renter shall not make or install any alterations to the Aircraft nor make any improvements nor otherwise authorize the making or performance of any alterations, additions, installations or improvements or other physical changes to the Aircraft, inclusive of signage.

**13a. FBO Insurance Coverage.** FBO represents to Renter that it has and will maintain at all times during the term of this Agreement, public liability insurance on the Aircraft in the amount of n/a Dollars (\$ n/a ) in the aggregate and n/a Dollars (\$ n/a ) per seat from an insurance carrier(s) authorized to conduct business in the State of Nebraska. Such coverage includes third party bodily injury and property damage liability. Additionally, FBO maintains, for its sole benefit and interest, all-risk hull insurance on the Aircraft. Renter shall remain responsible to FBO's insurer for any Aircraft damage requiring payment of a claim by the FBO's insurer, subject to the indemnification provisions set forth in Article 15 of this Agreement.

**13b. Renter's Insurance Coverage.** As a material condition for FBO to agree to enter into this Agreement, Renter agrees to procure and maintain, from a financially solvent insurance carrier authorized to conduct business in the State of Nebraska, Aircraft Renter's Liability Insurance in a minimum amount of Twenty Five Million Dollars (\$25,000,000), inclusive of physical damage liability in an amount equal to the Aircraft's hull replacement value. FBO shall be furnished a duly executed certificate of insurance evidencing such coverage. FBO shall be named on said policy as an additional insured, with a waiver of subrogation rights against FBO. The failure of FBO to obtain such insurance certificate or other evidence of insurance from the Renter shall not be deemed a waiver of the requirements of this Sub-Article 14b. Non-conforming insurance shall not relieve

Renter of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions by Renter hereunder shall constitute a material breach of this Agreement and FBO retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in FBO's sole discretion. Consistent with the indemnification provisions of this Agreement, Renter's insurance policy will respond on a primary basis, with any insurance carried by FBO to be construed as secondary or excess insurance.

**14c. Renter's Liability Not Limited.** NOTWITHSTANDING THE PROVISIONS OF SUB-ARTICLE 14b, FOR PURPOSES OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

**15. Indemnification.** Renter agrees to indemnify, defend and hold harmless FBO, the Airport and their respective officers, directors, agents, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments of any kind whatsoever (including environmental-based claims and those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which arise in any way from Renter's use and operation of the Aircraft, specifically including any and all losses or damages to any property or injury to or death of any person, including, without limitation, Renter's employees, students, agents, personal guests or business invitees.

**16. Disclaimer of Liability.** UNDER NO CIRCUMSTANCES SHALL FBO BE LIABLE TO RENTER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOSS OF ANTICIPATED PROFITS RELATING TO THE RENTAL OF THE AIRCRAFT HEREUNDER.

**17. Force Majeure.** FBO shall not be liable for its failure to perform under this Agreement or to provide the Aircraft for rental (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, flood, wind storm, strike, labor dispute, riot, insurrection, war, terrorism, lack of fuel or any other cause beyond FBO's control.

**18. Default.** It shall be considered a default of this Agreement if: (a) Renter shall fail to make timely payments required hereunder on the date due and said default shall continue for ten (10) days thereafter after receipt by Renter of written notice thereof from FBO; or (b) Renter shall fail to perform any other material covenant herein, and such default shall continue for a period of ten (10) days after receipt by Renter of written notice of said default from FBO; or (c) Renter shall breach or otherwise violate any of the Aircraft rental policies and regulations set forth in Exhibit B, which, in such event, FBO reserves the right to terminate this Agreement with immediate effect. In the event the default conditions of Sub-Items (a) or (b) above are not rectified consistent with the specified cure periods for each, FBO reserves the right to terminate this Agreement immediately, with or without notice to Renter. Provided further, in no event may Renter utilize the Aircraft without insurance coverage as described herein.

**19. Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska. The Parties irrevocably consent to the jurisdiction of the Courts of Hall County, Nebraska for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement. For purposes of this Agreement, a

“proceeding” is defined as any threatened, pending or completed action, suit or claim whether civil, criminal, administrative, investigative or any other type whatsoever.

**20. Independent Contractor.** The relationship between FBO and Renter shall be that of independent contractors and neither Party shall be construed or interpreted to be a partner, agent or joint venturer of the other and neither Party shall be responsible for the acts or omissions of the other.

**21. Rights Not Waived.** No failure by FBO to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by FBO of full or partial payment for Aircraft rentals during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy.

**22. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either Party of any covenant or condition of this Agreement shall not preclude such Party from demanding performance thereafter in accordance with the terms hereof.

**23. Notices.** Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by U.S. certified mail, return receipt requested or via hand delivery (with advance copy to be forwarded via facsimile or electronic mail):

(1) If to FBO, addressed to:

Trego/Dugan Aviation of Grand Island, Inc.  
Attention: Vincent J. Dugan  
PO Box 1226  
North Platte, Nebraska 69103  
Facsimile: 308-696-1052  
E-Mail: vince@trego-dugan.com

(2) If to Renter, addressed to:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt or facsimile confirmation document.

**24. Entire Agreement.** It is mutually agreed and understood that this Agreement (and any exhibits, amendments and addendums attached hereto) contains the final and entire agreement and understanding between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. Excepting alterations to the provisions of Exhibits A and B hereof, any change or modification to this Agreement must be in writing and signed by both Parties.

**25. Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

**26. Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO)  
\_\_\_\_\_

(Renter)  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

**EXHIBIT A  
RENTER'S DATA FORM**

Full Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Pilot's Certificate Number: \_\_\_\_\_

Medical Date: \_\_\_\_\_ Medical Class: \_\_\_\_\_

Last Flight Review: \_\_\_\_\_

Copy Received of Renter's: Pilot Certificate: \_\_\_\_\_ Date: \_\_\_\_\_

Medical Certificate: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's License: \_\_\_\_\_ Date: \_\_\_\_\_

Proof of US Citizenship: \_\_\_\_\_ Date: \_\_\_\_\_

**Aircraft Checkout Data:**

Date: \_\_\_\_\_ Instructor: \_\_\_\_\_

Type Aircraft: \_\_\_\_\_

Limitations or Restrictions: \_\_\_\_\_

Date: \_\_\_\_\_ Instructor: \_\_\_\_\_

Type Aircraft: \_\_\_\_\_

Limitations or Restrictions: \_\_\_\_\_

EXHIBIT B  
to  
AIRCRAFT RENTAL AGREEMENT  
by and between  
Hall County School District #2, aka Grand Island Public Schools (“Renter”)  
and  
Trego/Dugan Aviation of Grand Island, Inc (“FBO”)  
effective October 9, 2020

The below policies and procedures regarding rental licensed and student pilots’ utilization and operation of FBO-furnished aircraft (collectively, the “Aircraft”) shall be in effect at all times during the term of the Agreement. For the purposes of this Aircraft Rental Agreement, the term Renter shall include Renter’s employees, students, agents, personal guests or business invitees and specifically includes any and all persons utilizing, inspecting, observing and or in the vicinity of the Aircraft, whether in flight, taxiing, running in place, in maintenance, static in place and/or being towed or pushed by hand.

- 1) The Renter will follow all FARs applicable prior to and at the time of flight, including, but not limited to, the performance of a proper and thorough pre-flight inspection of the Aircraft and sumping of fuel tanks.
- 2) The Renter will operate the Aircraft within the limits of the Aircraft Operator’s handbook at all times.
- 3) The Renter will only use the Aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the Aircraft of any kind.
- 4) The Renter will not operate the Aircraft if he/she has consumed any alcoholic beverage, drug (whether prescription, over the counter, legal or illegal within twenty-four (24) hours prior to or during operation of the Aircraft) or, if having not consumed any of the foregoing substances within 24 hours prior to operation of the Aircraft, if the Renter’s ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
- 5) The Renter agrees not to land the Aircraft on runways that are turf, sod grass or in otherwise poor condition, shorter than 3,000 feet in length, or areas that are enclosed, abandoned or not designated as an FAA approved airport.
- 6) The Renter will not engage in formation flight or aerobatics.
- 7) The Renter will not intentionally fly within fifteen (15) nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
- 8) The Renter will not operate the Aircraft in known icing conditions.
- 9) The Renter will fly at all times within the limits of the Renter’s existing pilot’s license and will not engage in flight for which the Renter is not qualified. Further, Renter will fly the Aircraft from the left front seat only and will not allow anyone else to fly the Aircraft unless the Renter is the holder of a valid and current Certified Flight Instructor (CFI) certificate. Further, Renter will not permit a student pilot to carry passengers or to act as pilot in command of the Aircraft in any way for compensation or hire. Renter understands and agrees it is solely responsible for any decision to allow a student to perform solo flights in the Aircraft.

- 10) The Renter is prohibited from simulated emergency practice and over water flights beyond a gliding distance from land.
- 11) The Renter will undergo a flight proficiency check for the specific approval for each type of Aircraft to be rented. All check-flights will be conducted by an approved FBO check-pilot (instructor) without exception and subsequently recorded on the Renter's Data Form.
- 12) The Renter will not take passengers in the Aircraft unless the Renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accordance with FAA regulations.
- 13) The Renter will not engage in night flight operations unless the Renter has met all of the applicable and prevailing FAR prerequisites.
- 14) The Renter will not operate the Aircraft under instrument flight rules (IFR) unless the Renter holds an instrument rating which is current and the Renter is otherwise qualified to operate under IFR conditions.
- 15) The Renter will keep the Aircraft neat, clean and well secured when not attended by the Renter. Smoking is prohibited at all times in the Aircraft. Renter shall be assessed a cleaning fee should the Aircraft not be returned to the Airport in a condition deemed acceptable for Aircraft's immediate follow-on rental by another FBO customer.
- 16) The Renter will comply at all times with all placards or notices posted in the Aircraft.
- 17) The Renter will report maintenance discrepancies to FBO immediately upon identification of same, irrespective of the Aircraft's location at the time.
- 18) Renter shall obtain approval in advance from FBO for any emergency repairs required to be performed by the Renter when the Aircraft is away from its home base.
- 19) Only Renter's employed instructor may schedule flight time in the Aircraft. In the event Renter's student(s) circumvents this requirement, Renter remains solely responsible for the safe conduct of the flight. Under no circumstances is Renter relieved of its responsibility and/or liability for flights in the Aircraft arranged by students in violation of this provision.
- 20) The Renter shall leave an itinerary or flight plan with FBO prior to departure and notify FBO, as soon as practical, in the event of any deviation from the aforementioned itinerary or flight plan.
- 21) The Renter shall pay the current posted rental fee of FBO (in accordance with those rates and charges applicable to Renter flight students) for both Aircraft rental and associated flight instruction based upon the time recorded on the Aircraft's Hobbs meter or tachometer, as either instrument may be utilized for such purpose from time to time by FBO. For purposes of calculating charges, all Hobbs meters are read to the next higher tenth of an hour. If a discrepancy is found on the Hobbs meter dispatched out recorded time, an authorized FBO employee must be notified prior to the flight commencing. In the absence of such notification of a Hobbs meter discrepancy prior to the Renter starting the engine, the dispatched Hobbs meter time will be judged as valid and accurate and will be utilized to calculate all usage charges upon the Aircraft's return, excepting for typographical or transposition errors.

22) In the event the tachometer is to be used for calculating Renter's Aircraft usage time, the charge will be based upon 1.3 times (1.3x) the start versus end times shown on the Aircraft's tachometer.

23) Any disabling (or intent to disable) the Hobbs meter of an Aircraft by Renter will result in the immediate suspension or loss of Aircraft use privileges.

24) It is expressly agreed and understood that the Renter is responsible for any and all expenses incurred in the utilization of the Aircraft from the time of its departure from the Airport until its return. Such charges include, but are not limited to, landing fees, parking fees, hangar fees, and all out-of-pocket living expenses (hotels, rental cars, meals, etc.) which may be incurred on an unanticipated basis by the Renter due to weather delays, mechanical delays, etc.

25) The Aircraft is rented to Renter on a "wet" basis. Therefore, any fuel or oil purchased for the Aircraft by the Renter shall be credited against the aggregate rental charges provided that legible, bona-fide receipts for such expenditures are presented to FBO by the Renter upon the return of the Aircraft. No other operating costs, purchases or fees are deemed to be reimbursable by FBO to the Renter, unless expressly approved by FBO in advance of such expense being incurred.

26) It is understood by the Renter that from time to time, certain pieces of equipment may not be functioning in the Aircraft at the time of rental. While FBO endeavors to keep the Aircraft in 100% operating condition, mechanical faults due occur and cannot always be readily rectified upon the Aircraft's return. FBO offers no discount or rental abatement for Aircraft that have certain components not functioning at the time of rental, but which otherwise are not an impediment to safe flight. Renter is encouraged to review the Aircraft write-up list and logbooks prior to accepting the Aircraft for rental. Notwithstanding the foregoing, FBO shall not be liable for Renter's use of the Aircraft with identified malfunctioning components which are not included in the Aircraft's minimum equipment list or similar listing of "no go" items, which Renter, utilizing his/her own judgment, accepts the risk of not working within nominal performance levels.

27) With specific regard to all flights by Renter's student pilots, i.e., those individuals not possessing at least a private pilot certificate, the following rules are applicable:

- a) Renter's certified instructor shall be solely responsible for all decisions regarding the suitability of each flight by renter's students.
- b) To conduct student solo flights, the Renter's student must have the express authorization and logbook signoff by his/her flight instructor employed by Renter. The student logbook and Student's Pilot Certificate must be in the student's possession during all solo flights. Renter's employed instructor shall be solely responsible and make all decisions regarding the suitability of each flight by Renter and each solo flight of any and all of Renter's students.

28) Without prejudice to any other provision of this Exhibit B, Renter will be charged for the following miscellaneous costs:

- a) Excessive or unnecessary wear and tear of the Aircraft, or any of its parts or components, due to Renter's negligence, abuse or piloting technique. Examples of such damage include flat-spotted tires and damaged wingtips.
- b) Neglect of proper Aircraft checklist procedures.
- c) Lost Aircraft keys.

- d) Items missing from the Aircraft including, but not limited to, fuel drain cup, pitot covers, control wheel lock manuals and any FAA-required Aircraft documentation.

29) Notwithstanding any other provision of the Agreement and this Exhibit B, FBO expressly reserves the right to deny rental of any Aircraft to Renter for any reason and at any time in its sole and reasonable discretion.

# Kneale Administration Building

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TO: Facilities & Finance Committee  
RE: Minutes from Meeting, Tuesday, September 29, 2020

PRESENT: Dr. Dan Brosz, Mr. Carlos Barcenas, Mr. Terry Brown, Dr. Tawana Grover, Mr. Virgil Harden, Mr. Dan Petsch, Mrs. Kelly Enck

Mr. Virgil D. Harden, MBA, SFO  
Chief Financial Officer  
123 South Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

## NEW BUSINESS:

Phone: (308) 385-5900 x 1144  
Fax: (308) 385-5949  
Email: [vharden@gips.org](mailto:vharden@gips.org)  
Web: [www.gips.org](http://www.gips.org)

1. Bills Listing – Mr. Harden
2. Request for Proposals – None!
3. Information Technology Update: Mr. Cory Gearhart reported on classroom management software that is able to be extended out to all virtual learners. It will be ready to roll out this week. Managed Methods is in place and going well. Platte Valley Communications is working with the district to get the tower and equipment needed to complete the tower on Howard.
4. Nutrition Services Update: Mrs. Kris Spellman reported that Nutrition Services continues to serve virtual learners, and are serving approximately 170 students. Nutrition Services is entering into an agreement for equipment maintenance with Mid West Restaurant. Currently, all meals are being served free through December. Mrs. Kris Spellman reported that there is legislation in place to extend free meals to the end of the school year. Discussion was held on the need to help parents and the community understand that all students are eating for free at this time. Nutrition Services continues to lose staff and have staff in quarantine. Discussion was held on the daily offerings for lunch. They are being conservative in what is being offered at this time. There possibly needs to be more education to parents on what is being served and why.
5. Review of Depreciation and Special Building Fund: Mr. Virgil Harden reviewed the status of the Depreciation Fund and the Special Building fund. Total Funds Available August 1, 2020, in the Depreciation Fund were \$2,340,121.25. There were Disbursements in August of \$872,931.83 and Encumbrances in September of \$293,183.71. The Available Balance on September 30, 2020, is \$1,174,005.71. There were Total Funds Available for August in the Special Building Fund of \$5,976,294.18. There were Disbursements in August of \$1,297,553.14 and Encumbrances of \$114,159.72. The Total Funds Available September 30, 2020, were \$4,564,881.32.
6. Review of the General Fund: Mr. Virgil Harden reviewed the General Fund. There were receipts of \$115,151,850.17 for 19/20 and expenditures of \$115,581,922.88.
7. Federal Programs Update and Financial Report(s): Mr. Virgil Harden reported that \$11,000,000 was budgeted for in Federal Programs. For FY19/20, expenditures were \$7,103,773.41. Due to this years' circumstances, there aren't any penalties for carrying over a large amount of funds.
8. Time & Attendance Software Migration Plan: Mr. Virgil Harden explained that the district is now using Kronos electronic time and attendance at a cost of approximately

- \$20,000. The version we are using utilizes Adobe Flash which won't be available at the end of the calendar year. Tyler is our current financial software. Tyler does have a solution for time and attendance, Basic Employee Daily Time Entry, which will cost \$11,021 with annual fees of \$2,870. The plan is to use Kronos until such time it cannot be accessed and then move to the Tyler software. Smart Find Express will still be utilized for leaves/absences.
9. Aviation Plane Lease Agreement: Mr. Dan Philips reported on changes to the aviation plane lease. They are looking at 4 different options for obtaining a plane for students to use for flight simulation. Trego-Dugan basically does not want to do this any longer and the cost has increased to \$19,600. American Flight is a dry rental so the district would be paying for fuel, hanger rental and maintenance costs. Oracle is out of Omaha. Cessna would provide the program with a new Cessna 172 for a 6-month lease at \$1 a month. No limit on number of hours with the district paying for fuel, hanger rental and maintenance costs. Diamond Aviation provides two brand new planes every two years. Mr. Dan Philips needs to obtain more information from Cessna so this will be brought for action item in November. The committee asked if these delays were causing issues for students. The delays are getting students up in the air. A student needs 30 hours to get to first solo flight. There are 25 students in the Aviation Pathway. This will be an information item at the October meeting. Since the approval was first given less than 18 months ago, there is no need for an action item.
  10. Principal Building Parking Lot: Mr. Virgil Harden has been in contact with Mr. Bill Johnson concerning the district desire to not include the 192 parking stalls to the west and the 40,000 SF lot in the district's purchase. There is adequate parking in remaining lots. Discussion was held concerning who might purchase the lot to the west. It is hoped that the property would be sold to someone that would use it appropriately (not a liquor store or something like that. Mr. Virgil Harden will reach out to Mr. Bill Johnson and find out if they would include this information in any potential purchase contract.
  11. YMCA Building (\$50 \* 85K = \$4.25M): Mr. Virgil Harden was contacted by Mr. Pat O'Neill concerning the YMCA building. The YMCA is going to be relocating and they were wondering if the district might be interested in purchasing the building. A figure of \$50 per square foot was thrown out which would be \$4.25M. The committee overwhelming agreed that the district is not interested.
  12. FY21-22 Budget Calendar: Mr. Virgil Harden presented the FY21/22 Budget Calendar. Some changes have been made to include the weekly Monday cabinet meeting and the addition of a Master Facilities Planning Town Hall Meeting in April 2021. This will be action in October and approved in November.
  13. Naming Rights Policy Update: Dr. Robin Dexter reported on the changes to the Naming to Acknowledge Financial Contribution. It has been changed to indicate that the name of a business or organization may be used with Board approval of design and placement of logos, trade names, brand names, labels or trademarks.
  14. Disposal of GIPS Property – On-line Auction (Public Surplus): Mr. Dan Petsch reported that the district had been contacted by Public Surplus regarding online auctions. Mrs. Kim Grim reached out to them and asked for references. Lincoln Public Schools uses Public Surplus for its auctions. They have had over 9,000 auctions with a profit over \$393,000. Public Surplus attaches a buyers premium to the cost of the item so the district gets the full amount that an item sells for. Mrs. Kim Grim indicated that we have not

gone through an online webinar with Public Surplus yet so we haven't received a copy of their contract. Once a contract is receiving, Mr. Roger Steele will review it. Everyone agreed this sounds like a good way to dispose of surplus property.

15. Needlepoint Bipolar Ionization GPS (Global Plasma Solutions) – Harden, Petsch, Grieger, Rogers: Mr. Mike Rogers and Mr. Paul Grieger spoke along with Mr. Virgil Harden and Mr. Dan Petsch concerning Needlepoint Bipolar Ionization. This process actively kills pathogens. Mr. Virgil Harden wants to have it Installed in every building in the district. QCPUF could be used to fund the installation and purchase of the equipment if it qualifies. Total cost to implement is the total cost. There are no annual maintenance costs. Mr. Mike Rogers reported that the legislature restricted the use of QCPUF very severely several years ago. Recently, he has worked with another financing group to put together another project that utilizes the work of an engineer. The GPS product would be required to involve an engineer to certify for the district that the process does fit under the definitions in statute. Mr. Mike Rogers reported that the project qualifies if it includes Abatement which is to reduce or lessen the risk of environmental hazards such as mold. The pathogens that are killed does qualify as abatement of an environmental hazard. The QCPUF application will include an Exhibit A which is a list of all HVAC and what will be installed. The Board will be able to approve the project in November with partial list for Exhibit A. The amount of the project to be done under QCPUF would be \$2,000,000 or less. Debt payment would begin in 2029 and be completed in 2032. The bonds would be issued a 1.5%. The Bond doesn't increase taxpayer asking. An itemized estimate of all items will be put in front of the board. The Principal of the bond cannot be higher than the estimate. The list will be as itemized as possible by building. The complicating factor for the project is installation. The process neutralizes odors. The equipment should have at least a 20-year life span. Mr. Paul Grieger indicated that the funds should be available by December 22.
16. COVID-19 Impact on Memorial Stadium Sponsors: Mrs. Jennifer Worthington was present and discussed the impact of COVID-19 in the Memorial Stadium scoreboard sponsors. If agreed to, they would like to extend the agreements from 5 years to 6 years. The contract would then renew in the 7<sup>th</sup> year. Mr. Virgil Harden and Mrs. Jennifer Worthington will have Mr. Roger Steele do a contract addendum. This will be brought to the board as Information in October and Action in November. This will need to be done for the west gym scoreboard. This will affect cash flow that is why the free year is done at the end (pay for 5 years and get the 6<sup>th</sup> year for free).
17. Accelerated Receivables Solutions: Mr. Virgil Harden reported that for at least 18 years, the district has worked with Accelerated Receivables Solutions for NSF checks. Accelerated Receivables Solutions has waived their fees. Most of the checks are either Activity Fund or Lunch Fund checks. Mr. Virgil Harden received a letter indicating that Accelerated Receivables Solutions will be terminating their Service Agreement effective November 1, 2020. Mr. Virgil Harden is checking the services in town that do this sort of process to find a new receivables firm.
18. Regional Planning Commission Notices: Mr. Virgil Harden indicated that he will be having Mr. Roger Steele review the Crane View Third Subdivision as it appears there may be some funds that would need to be paid to Northwest for this subdivision.
19. Building Projects\Ten Year Plan Update – Mr. Petsch  
Working on the stadium project—track coating is to occur next week weather permitting. The initial track base went down well and look excellent. Exterior

punch list this to be done this week. East stadium—interior punch list done. The exterior looked pretty rough last week. The finish grading has been done and plantings will begin. The flagpole is up. Flags are flying and illuminated. ELC drawings are finalized and out for print. Chief still needs to get pricing in order and make it fit in with the agreed upon total cost. Flooring is still being discussed along with Moisture Mitigation. There is water penetrating on the west side due to high concrete. Mr. Dan Petsch reported the schedule is tight and he is trying hard to make sure it opens up next fall.

20. Open Agenda Items as Necessary – F&F Team

NEXT MEETING:      **Tuesday, November 3, 2020, at 7:30 a.m.**

*Dan, Kim, & Virgil review agenda items for BOE meeting.*

To: Leading for Learning BOE Committee  
From: Dr. Toni Palmer  
RE: Meeting October 6, 2020, Virtual  
4:00PM-5:30PM

New Business: [Link to Folder](#)

- Fall Data Overview-Dr. Bills, Dr. Tomjack, Kate Crowe, Dr. Palmer
  - The L4L team members share information about how lost learning is being identified and addressed throughout the school year. This information was presented to you this evening.
- Personalized Learning Plan Update- Mr. Phillips
  - Mr. Phillips described the content of the 10 year personalized learning plans for students
  - A PLP team has designed a process and plan that will communicate a student's interests, aspirations, experiences, and achievements through post-secondary education
  - Beginning in 7th grade-through post-secondary education. The plan is fluid and can change as students desire.
  - The design is still in draft form-as you will see in the folder
  - Please share any feedback directly with Dan Phillips
- Virtual School Update-Dr. Doll
  - Dr. Doll reviewed the current K-8 requests and process to support decisions to return to on-site learning or for on-site students to go virtual.
  - The principals and district team are working on a plan that will maintain continuity of learning and best set students and staff up for a successful transition.

Information:

- NSCAS/AQuESTT
  - NDE's goal is to not burden districts, but they do need to collect the necessary data to be able to move to the through-year adaptive assessment next year.
- NSCAS 2021
  - ACT as usual
  - Science field test, grades 5 & 8
  - NSCAS 3-8, phase 1 pilot (1 abbreviated test for math and 1 for ELA)
- AQuESTT Classification will not change-based on the August 2019 report, which used 2018-19 data
- There will be no public release of data or individual student reports. The data we receive back as a district may be limited (or nonexistent).

Presenting of October Summary: Julie

Next Meeting: November 10, 2020

# Personnel Committee

October 6, 2020

## Committee Report

**AROI and Strategic Budgeting Update** - District Management Group (DMG) completed a Comprehensive Staffing Analysis of GIPS during the 2019-2020 school year. This project was implemented in support of Objective 6 of the GIPS Strategic Plan - "Central office will provide transparent and differentiated support to schools, principals and teachers to help them achieve their school improvement goals".

The full report and key findings were presented to the board on June 11, 2020.

During this work, two important concepts surfaced:

1. Academic Return on Investment (AROI) is a process which can provide valuable insight into decision making and budgeting for strategic priorities, and
2. GIPS desires to create voice and ownership for principals in the budgeting and staffing process.

On July 9, 2020, the board approved DMG to continue working with GIPS during the 2020-2021 school year with a series of professional development activities planned around developing capacity and expertise for AROI and creating greater principal voice and ownership in the district budgeting process.

The complete work plan has now been finalized and a series of 6 professional developments sessions have been scheduled between October 23 and March 19. These trainings will coincide with and be impactful in the district staffing and budgeting cycle for the 2021-2022 fiscal year.

**SafeSchools Video Training** - GIPS is required to provide specific staff training on important topics such as Automated External Defibrillators, Dating Violence: Identification & Prevention, Bloodborne Pathogens Exposure Prevention, Discrimination Awareness in the Workplace, Online Safety, Bullying Recognition & Response & Sexual Misconduct. GIPS uses the Safe Schools Video Training Library for educating staff on these important topics such. All training assignments have been made, with completion dates of October 30, 2020

**Substitute Teacher fill rate** - The substitute teacher fill rate this year is at 93%. During the last two weeks the fill has been 92% & 86%. The decrease in fill rate can be directly attributable to the increased number of staff who are in quarantine for exposure to Covid 19 or a positive test for Covid 19.

**2019-2020 Annual EAP Utilization** - The committee reviewed the EAP utilization rate for the 2019-2020 school year. New cases opened increased to 232, compared with 211 the year before. Utilization rate remained at 14%.

**Bullying Complaint (Confidential)** - Human Resources received a complaint of bullying from a certified staff member against their principal. Human Resources is in the process of investigating that complaint.

**Staffing Update:**

**Certified Staffing:**

- Starr 1st grade position has been filled.

**Classified Staffing:**

- Human Resources is recruiting to fill the following classified vacancies - paras, special education paras, school nurse, custodians and several positions in nutrition services.

**Administrative Staffing:**

- **Director of Strategic Communications** - Josh Planos has accepted the Director of Strategic Communication position and will begin October 27, 2020.
- **Accountant** - The position was offered, accepted and then declined due to daycare arrangements. Additional interviews will be scheduled.
- **Network Engineer** - several candidates have been selected to interview for this vacancy.

**Staff Adjustments**

Staff Adjustments were reviewed and accepted as presented.

**Next Meeting:**

- Nov. 5, 2020 @ 7:00 AM.
- Reporter:

October: Kelly Enck  
November: Erika Wolfe  
December: Terry Brown  
January: Dr. Dan Brosz

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BOE Policy Committee Meeting – Monday, October 5, 2020 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.  
Empower - Personalize - Design - Partner*

**Members present:**

Tim Mayfield  
Lisa Albers  
Erika Wolfe  
Julie Gortemaker  
Dr. Robin Dexter  
Dr. Tawana Grover

**Review minutes from September 14, 2020:** Approved as written.

**Review Agenda for Changes or Additions:** Dr. Grover brought some discussion on 4510 Naming of Facilities regarding Board members who wanted to be clear that there should be Board involvement in deciding on the use of, design and location of the logos. Committee approved to have Dr. Dexter update and upload revised policy to the Board meeting.

**Policies for October 8, 2020 BOE Agenda for First Reading:** 1310 Nondiscrimination, 1311 Bullying and Harassment (Staff), 4510 Naming of Facilities, 6214 Abuse of Students by Staff, 6215 Bullying and Harassment (Staff), 6252 Professional Boundaries Between Staff and Students, 6410 Non-Discrimination (Staff), 6411 Equal Opportunity and Affirmative Action, 7705 Special Education Policies, 8420 Student Due Process Rights, 8430 Student Appearance, 8432 Un-sponsored Organizations or Gang Activities, 8450 Student Discipline, 8453 Student Suspension, Expulsion, and Mandatory Reassignment, 8454 Hazing, 8455 Bullying and Harassment (Students), 8550 Child Abuse and Neglect, 8551 Abuse of Students By Staff, 8552 Dating Violence Prevention

**Policies for September 10, 2020 BOE Agenda for Final Reading:** 8530 Safety and General Welfare, 8514 Medications in School, 8655 Student Concussions

**Meeting dates and times:**

Monday November 9, 2020  
Monday December 7, 2020  
Monday January 11, 2021  
Monday February 8, 2021  
Monday March 8, 2021  
Monday April 13, 2021  
Monday May 5, 2021  
Monday June 7, 2021

**Policies for Review:**

**MOU - GIPD Body Cameras - 7.1.1. M119 GIPD General Order Body Cameras: Release of Reports, 7.1.2 02412 GIPD General Order Body Cameras 2: BWC Policy - Dr. Dexter updated**

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the committee that this is on hold. Dr. Dexter is consulting with legal advice on ownership of the video and other protocols.

8660 Field Trips and Extended Co-Curricular Trips - Dr. Dexter reviewed discussion to date and history of the development of this policy. Current edit of the policy clearly states that GIPS is not responsible for non-school sponsored trips and out of country field trips would not be allowed. Discussion on the out of country field trip decision included health and safety of our students, reference to the current situation with pandemic, and the equity of programs for students. The policy has a form to have teachers fill out to request field trips and submit to the Board. Committee approved the policy edits. Move to BOE for approval.

4320 Rentals and Service Charges - Dr. Dexter reviewed the edits and history of policy, which was an inconsistent practice across the district prior to drafting this. Committee approved the policy edits. Move to BOE for approval.

**Moved to Board Governance Committee:**

These policies are still being reviewed by the Board Governance Committee.

2215 Board Membership

2311 Board Member Vacancies

3210 Qualifications and Duties of the Superintendent

3212 Superintendent Evaluation

**Discussion:**

2480 Public Participation at Board Meetings - Dr. Dexter proposed addition of Policy 2480.2 to address COVID-19 pandemic requirements. Committee reviewed the guidelines and expectations of speakers in the policy. Dr. Dexter will work with Cory Gearhart and Dr. Grover's assistant to make sure speaker timing device is working properly. Committee discussed what protocols will be in place for Board meetings related to COVID-19. Committee approved the addition of 2480.2l.

Donations of Artwork- GIPS Foundation and Dr. Dexter are working to draft this policy.

**Policies to be Worked On:**

LB 1080 - Dr. Dexter shared that just received guidance from KSB Law Firm and NE School Boards Association will be developed to help update GIPS policy on student teacher relationships. Will bring an update to the Policy committee at the next meeting.

Online Learning - no updates at this time

Donations of Artwork - no updates at this time

**Tabled:**

2111 Board Operating Principles

2215 Board Membership

2311 Board Member Vacancies

3210 Qualifications and Duties of the Superintendent

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3212 Superintendent Evaluation

Reporter for October 8, 2020 Board Meeting: Erika Wolfe will be reading September 14 and October 5 minutes.

Next meeting: November 9, 2020 at 4:30PM via Zoom

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

BOE Policy Committee Meeting – Monday September 14, 2020 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.  
Empower - Personalize - Design - Partner*

**Members present:**

Tim Mayfield  
Lisa Albers  
Erika Wolfe  
Julie Gortemaker  
Dr. Robin Dexter  
Dr. Tawana Grover

**Review minutes from August 10, 2020:** Approved as written.

**Review Agenda for Changes or Additions:** Dr. Dexter added discussion of the proposal for JBS Naming Rights for the gym and playground area at the new Early Childhood Education facility. Policy 4510 Naming of Facilities was the focus of discussion, specifically how logos, trade names, etc. are utilized in recognition of the contribution. Dr. Dexter will check with Jennifer Worthington on some ideas from JBS for the recognition and check with ESU10. Dr. Dexter will also update Policy 4510 as needed.

**Policies for September 10, 2020 BOE Agenda for First Reading:** 8530 Safety and General Welfare, 8514 Medications in School, 8655 Student Concussions

**Policies for September 10, 2020 BOE Agenda for Final Reading:** 1111 Equity in Grand Island Public Schools, 7850 Animals in the School, 8320 Compulsory Attendance Ages, 9211 District Annual Report

**Meeting dates and times:**

Monday October 5, 2020 at 4:30PM via Zoom  
Monday November 9, 2020  
Monday December 7, 2020  
Monday January 11, 2021  
Monday February 8, 2021  
Monday March 8, 2021  
Monday April 13, 2021  
Monday May 5, 2021  
Monday June 7, 2021

**Policies for Review:**

**GIPS Title IX Statement - added to all policies below - complaint form has been updated -** Dr. Dexter reviewed the statement created for use on appropriate policies for Title IX. This standardized statement has to be on policies involving Title IX, with references to Policies 6205 and 8505 which are available in English and Spanish. Policy Committee discussed and confirmed that addition of the statement does not replace the policy review that each is scheduled

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to take place. Committee approved the addition of the Title IX statement and updated complaint form on the policies listed in this agenda below.

1310 Nondiscrimination - Title IX statement addition and complaint form has been updated.

Move forward to the Board.

1311 Bullying and Harassment (Staff) (philosophy statement) - Title IX statement addition and complaint form has been updated. Move forward to the Board.

6214 Abuse of Students by Staff - Title IX statement added, move forward to the Board.

6215 Bullying and Harassment (Staff) (housed under Personnel) - Title IX statement added, move forward to the Board.

6252 Professional Boundaries Between Staff and Students - Title IX statement added, move forward to the Board.

6411 Equal Opportunity and Affirmative Action - Title IX statement added, move forward to the Board.

7705 Special Education Policies - Title IX statement added, move forward to the Board.

8420 Student Due Process Rights - Title IX statement added, move forward to the Board.

8430 Student Appearance - Title IX statement added, move forward to the Board.

8432 Un-sponsored Organizations or Gang Activities - Title IX statement added, move forward to the Board.

8450 Student Discipline - Title IX statement added, move forward to the Board.

8453 Student Suspension, Expulsion, and Mandatory Reassignment - Title IX statement added, move forward to the Board.

8454 Hazing - Title IX statement added, move forward to the Board.

8455 Bullying and Harassment (Students) - Title IX statement added, move forward to the Board.

8530 Safety and General Welfare - Title IX statement added, move forward to the Board.

8550 Child Abuse and Neglect - Title IX statement added, move forward to the Board.

8551 Abuse of Student by Employees - Title IX statement added, move forward to the Board.

8552 Dating Violence Prevention - Title IX statement added, move forward to the Board.

**Moved to Board Governance Committee** - These policies are still being reviewed by the Board Governance Committee.

2215 Board Membership

2311 Board Member Vacancies

3210 Qualifications and Duties of the Superintendent

3212 Superintendent Evaluation

**Discussion:**

LB 1089 - Dr. Dexter reported on this legislation which was to have every student fill out the FAFSA as part of their scholarship/financial aid preparations in high school. Gov. Ricketts vetoed this bill. GISH counselors are doing a great job of working with students who do need help with that process without the legislation.

**Policies to be Worked On:**

LB 515 - Dr. Dexter reported that this legislation which provided updates to the Student Discipline Act was vetoed by Governor Ricketts.

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LB 1080 - Dr. Dexter shared that guidance from KSB Law Firm and NE School Boards Association will be developed to help update GIPS policy on student teacher relationships.

Online Learning - no updates at this time.

Rental Agreement - no updates at this time.

Donations of Artwork - no updates at this time.

**Tabled:**

8660 - Field Trips

6214 - Abuse of Students by Staff

2111 Board Operating Principles

2215 Board Membership

2311 Board Member Vacancies

3210 Qualifications and Duties of the Superintendent

3212 Superintendent Evaluation

Reporter for October 8, 2020 Board Meeting: Erika Wolfe will be reading September 14 and October 8 minutes.

Next meeting: October 5, 2020 at 4:30PM via Zoom

## Kneale Administration Building

Public Relations and Partnership Development Committee  
Minutes

Wednesday, September 16, 2020 – [Zoom link in your calendar invitation](#)



**Attending:** Dr. Grover, Bonnie Hinkle, Dr. Brozs, Julie Gortemaker, Kim Jensen, Jennifer Worthington, Kelli Mayhew

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### Visiting spectators at football games

The district has reconfirmed the decision of not allowing visiting spectators at the remainder of our home football games. Rationale continues to include priority of keeping kids in school, our practices are working and to loosen protocols could take us backwards, we are making a positive impact in our community with our safety protocols, our student population is vulnerable and needs to be in school.

### Social media activity

There have been social media posts about fans forcing their way into our games. In the current climate we need to take these comments seriously. We need to be prepared for anyone who tries to come on our campus. We received a tip that a small group of visiting fans plan to work together to cause problems. We have talked to NSAA and they plan to put out a statement asking fans to follow local protocols. Dr. Grover will follow-up with Westside and Papillion LaVista superintendents. The committee discussed other opportunities to reach out to their administration and board. In other social media traffic, there is a No Mask GI site on Facebook which has about 318 members

### Communications actions

We plan to stay in touch with our local community as we've been doing. We will have a prepared statement in the event the media contacts us. We can also use the NSAA statement. We will continue to get stories out about the work we are doing for our students and in our buildings.

123 South Webb Road • Grand Island, NE 68802-4904  
308 385-5900 • Fax 308 385-5949 • [jworthington@gips.org](mailto:jworthington@gips.org) • [www.gips.org](http://www.gips.org)

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**Upcoming games**

Going forward we will ask people to leave our property unless they have tickets. We will have school resource officers present.

**Next steps**

Dr. Grover will update the entire board on our actions going forward. The Communication Department and Dr. Grover will work on a message to the Westside superintendent and AD. This same information can be shared with the board members. The board members need to hear why we are continuing with our position about visiting fans and why we are adding additional security at our games and dealing with fans outside the fence. Consider a video or other visual of our kids doing very well in school, even with masks. Overall they are thriving, even with masks.

Reporter for Board Meeting: Dan Brosz

**Next Meeting: Thursday, November 5, 2020 8:00 AM**

*We will not meet in October unless needed.*

GIPS Foundation  
Notes for Board of Education  
10/8/2020

1. The Foundation closed the Classroom Mini-grant application for Round 1 on September 30. Several proposals are currently under review. This round of grants shall be for Projects that will benefit students starting in November or during the spring or summer of 2021. The Classroom Grant Awards will be finalized at the GIPS Foundation Board Meeting in two weeks and distributed to schools the first week of November.
2. The Foundation will host a 3-part series of Scholarship Workshops for GISH Seniors and their parents starting on November 16. The series will be offered live via zoom and the recordings will be on the Foundation website for those who could not attend.
3. The Foundation Board will vote at their October board meeting on the Vision, Mission, Values statements developed out of the first part of our strategic planning series. The Foundation received a grant from the Grand Island Community Foundation as part of the Non-Profit Excellence Institute to do Strategic Planning. The next part of the process will start in January 2021.
4. The Foundation operates the Nebraska Association of Public School Foundations organization. This group will host their first virtual conference and annual meeting on October 29.

# Kneale Administration Building

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Dr. Grover, Superintendent



## MINUTES Governance Committee Meeting September 14, 2020

### 1. Process for Board Vacancies & Appointments -- 15 minutes

#### a. Quick Look Back on New Processes/Documents

##### i. What went well?

1. Communication was clear & transparent
2. Applicant interviews went smoothly -- transitioned seamlessly (even with COVID-19 safety protocols)

##### ii. What do we need to change?

1. Outline how nominations and voting should work
2. Nomination will be considered the motion and then we need to have a second -- Sparq requires this process -- add to language of the nominations -- Michelle will ask Nicole at Sparq to see if there is a better way to handle this.
3. Dan will review Robert's Rules
4. Board Workshop 101 prior to interviews -- no one signed up for this. Should we consider holding this once a year and not have it prior to interviews? **DECISION: Forgo the Board Workshop 101 prior to the interview and only hold the Workshop during election years prior to when incumbents need to file. Also consider making the PPT available online (consider video to accompany PPT).**

##### iii. What do we want to continue?

1. Folder for each BoE was very handy and made it easy for BoE to keep things organized
2. The BoE meeting prior to interviews to set the stage proved successful.
3. Continue the new process.

### 2. Succession Plan for Board Leadership -- 5 minutes

#### a. [Minutes from 8/10](#)

- b. Next Steps: Ask the entire BoE to read the notes on our discussion and ask for ideas. Discuss in a Board retreat. **Need to find a time for the BoE prior to 11/12/2020 board meeting to discuss -- retreat will focus on Equity discussions.**

### 3. Board Student Rep -- 10 minutes

- a. How do we engage Kendall Bartling to redefine the role? **Separate meetings with him to focus just on the role**
- b. When do we start? **Jan or Feb after he has had a few months in the role**
- c. **Look at what other school districts are doing -- Bonnie has some information from the state school conf last year.**

### 4. Fiscal policy/decisions/budget aligning with the Strategic plan. Educated board members: 15 minutes

- a. 8/10/2020 Discussion:
  - i. Needs Assessment -- be sure it shows us how it aligns with strategy
  - ii. When we voted on Academies, we didn't think about how to fund.
  - iii. Fulfilling Strategic plan takes money, but BoE struggles to realize it until we see the actual figures.
  - iv. Dr. Grover will talk to Mr. Harden about what can be presented during the Budget workshop to help educate the BoE on what it will take to fund the Strategic Plan.
  - v. Important to have this training prior to the new Strategic plan being formulated.
- b. 9/14/2020 Discussion:
  - i. **Do we need to study this more during a retreat to understand how budget decisions support equity?**
  - ii. **Updates from Mr. Harden is starting to draw the line of sight for BoE**
  - iii. **Need operational definitions -- what is equity? What does it look like? How does the Equity Task Force definition/statement affect/impact budget decisions?**
  - iv. **Can Needs Analysis include impact on equity?**
  - v. **Equity index -- need clear benchmarks**
  - vi. **Dr. Grover will ask DMG for input.**
  - vii. **Dr. Grover and Cabinet has talked about how to fund a position to focus on Equity or work with others who can provide leadership for us.**
  - viii. **Bonnie will take to Equity Task Force**

### 5. Board Retreats -- frequency and number per year -- 15 minutes

- a. We do need a Fall 2020 Retreat. **Scheduled for 10/26**

- b. The retreat needs to be virtual due to the current GIPS guidelines for meetings. Need to discuss this again -- can we legally do virtually? **Will be in person.**
- c. Topics include:
  - i. Equity Discussion -- 2 hours
    - 1. Voice of the Student -- Kendall (and possibly bring others with him) present input from students about what the BoE should consider -- students want it to be inclusive and what us to know they are ready to talk about it. We need to support the kids. -- 30 minutes
    - 2. BoE -- go through Identity Tree Assignment
    - 3. BoE -- book study of How to be an Antiracist using Racial Healing Handbook -- may want to focus on Chapters 7 & 8 -- outside facilitator -- **Dr. Grover will help find a facilitator**
    - 4. BoE -- discuss priorities/actions
  - ii. Communicating with Community based on all events happening in 2020 and especially the fall of 2020 -- **include in this retreat**
  - iii. Governance Committee Review -- **hold this to future retreat**
    - 1. Review book
    - 2. Review leadership succession -- **if we do talk about this, do it early in the meeting.**
  - iv. Strategic Plan Update and Planning -- **regular board meeting**
  - v. Frequency of Board Retreats -- **future board retreat**
  - vi. Equitable Budgeting -- **regular board meeting**
- d. Invited Kendall Bartling -- **he will attend for a specific period of the meeting.**

## 6. Board Governance Handbook -- 30 minutes

- a. New members onboarding
- b. All members
- c. Table of Contents ([link to start of ToC](#))
- d. Need to consider orientation for Mr. Mayfield -- what more is needed?
  - i. Do we do more now or wait until January and reset? Something similar to what was held for Mrs. Albers & Mrs. Enck.
  - ii. **Do an abbreviated onboarding for Mr. Mayfield now. Bonnie handle**
- e. The development of the handbook will be discussed more when the new Communication position is filled. We may ask NASB or some other outside entity to put the handbook together for us.
- f. Recommendation for mentors to schedule regular touch base meeting with the mentee

7. List of BoE & Cabinet -- addresses, phone numbers and email addresses -- quick hit  
-- Michelle will handle.
8. Monthly BoE Meetings on Calendars -- Michelle will handle.
9. [Governance Committee Spreadsheet](#) -- review & update
10. Next Meeting -- Tuesday 10/13 5:30