

GIPS BOE Regular Meeting  
Thursday, June 10, 2021 5:30 PM  
Kneale Administration Building - Board Room

1. CALL TO ORDER  
**Speaker(s):** Board President
2. ROLL CALL  
**Speaker(s):** Mrs. Simmons
3. MISSION STATEMENT
4. CONSENT AGENDA  
**Speaker(s):** Board President
  - 4.1. Minutes from the previous month's meeting
  - 4.2. Claims as submitted
  - 4.3. Bid Proposals as submitted
  - 4.4. Staff Adjustments as submitted
  - 4.5. Treasurer's Report as submitted
  - 4.6. Policy
    - 4.6.1. 8457 INTERNET SAFETY AND ACCEPTABLE USE on Final Read
    - 4.6.2. 2215 BOARD MEMBERSHIP on First Read
    - 4.6.3. 2311 BOARD MEMBER VACANCIES on First Read
    - 4.6.4. 3210 SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, AND APPOINTMENT on First Read
  - 4.7. Contracts, Agreements, and MOU's  
**Speaker(s):** Dr. Dexter
    - 4.7.1. Project Search MOU for 2021-2022  
**Speaker(s):** Dr. Dexter
  - 4.8. Approval of Agenda as submitted
5. CAMPUS HIGHLIGHTS
  - 5.1. PK-Early Learning--Tools of the Mind: Implementing our New Instructional Resource  
**Speaker(s):** Amy Richards  
  
**Goals:** Student Success Measure 01 - Increased percentage of incoming kindergarteners having participated in a high-quality early childhood education experience.
6. SPECIAL RECOGNITION
  - 6.1. Art Awards--Student Recognition  
**Speaker(s):** Charity LaBrie
7. PUBLIC FORUM
8. INFORMATION ITEMS
  - 8.1. GIPS Foundation Check Presentation - Legacy Funds  
**Speaker(s):** Mrs. Traci Skalberg, Executive Director, GIPS Foundation and Foundation Board Representative
  - 8.2. GIPS Building Capacity Through the Harvard Strategic Data Project

- Speaker(s):** Dr. Doll and Mr. Pat Larsen
- 8.3. Full Service Community School  
**Speaker(s):** Dr. Dexter
- 8.4. Recommendation to name the Principal Building  
**Speaker(s):** Dr. Dexter
- 8.5. Resolution for Option Enrollment  
**Speaker(s):** Dr. Dexter
- 8.6. Extra Standard Committee Recommendations  
**Speaker(s):** Mr. Stelk
- 8.7. JAG Year One Recap  
**Speaker(s):** Dan Phillips introducing Sherah Piercy
- 8.8. TurnItIn  
**Speaker(s):** Mr. Dan Phillips
- 8.9. Master Agreement with Engineer Technologies (ETI), Inc.  
**Speaker(s):** Ken Schroeder
- 8.10. Master Agreement with Cannon Moss Brygger & Associates (CMBA) Architects  
**Speaker(s):** Ken Schroeder
- 8.11. Construction Update  
**Speaker(s):** Mr. Petsch
- 8.12. Superintendent Report  
**Speaker(s):** Dr. Grover
9. ACTION ITEMS
- 9.1. Transportation Contract  
**Speaker(s):** Dr. Dexter
- 9.2. Resolution for Option Enrollment  
**Speaker(s):** Dr. Dexter
- 9.3. TurnItIn  
**Speaker(s):** Mr. Dan Phillips
- 9.4. Cannon Moss Brygger & Associates (CMBA) Contract  
**Speaker(s):** Mr. Dan Petsch
10. COMMITTEE REPORTS
- 10.1. Finance and Facilities Committee  
**Speaker(s):** Mr. Brown
- 10.2. Leading for Learning Committee  
**Speaker(s):** Mrs. Jurgens
- 10.3. Personnel Committee  
**Speaker(s):** Mr. Brown
- 10.4. Policy Committee  
**Speaker(s):** Mr. Hawley
- 10.5. Public Relations and Partnership Development Committee--(No Meeting/No Report)
- 10.6. Grand Island Public Schools Foundation Report  
**Speaker(s):** Mrs. Jurgens
- 10.7. Governance Committee--(No Meeting/No Report)  
**Speaker(s):** Mrs. Hinkle

10.8. GNSA / Legislative Committee (No Meeting/No Report for Legislative Committee)

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

10.9. NASB Monthly Update

**Speaker(s):** Board President

11. EXECUTIVE SESSION FOR THE PURPOSE OF SUPERINTENDENT'S EVALUATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION
12. RECONVENE FROM EXECUTIVE SESSION
13. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION
14. NOTIFICATION OF UPCOMING BOARD MEETINGS
15. ADJOURNMENT

AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA  
HALL COUNTY

Grand Island Independent

GRAND ISLAND PUBLIC SCHOOL/Classified  
123 S WEBB RD  
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GRAND ISLAND NE 68802

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mtg 6/10

Sherri 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.

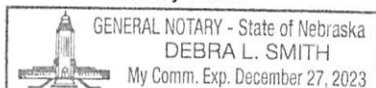
*Sherri Sheeks*

PUBLISHED ON:  
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AD SPACE:

Subscribed in my presence and sworn to before me this 2 nd day of June, 2021.

My commission expires 12/27, 2023  
*Debra L. Smith*  
Notary Public



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 June 10, 2021 at 5:30 P.M., at the Kneale Administration Building, 123 S Webb Road, Grand Island, Nebraska, where the 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  
29 ZNEZ

RECEIVED JUN 17



### **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, May 13, 2021 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 5:32 PM.

Lisa Albers: Present  
Carlos Barcenas: Absent  
Dan Brosz: Present  
Terry Brown: Present  
Joshua Hawley: Present  
Bonnie Hinkle: Present  
Dave Hulinsky: Present  
Lindsey Jurgens: Present  
Erika Wolfe: Present

#### **AGENDA**

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

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

Mr. Barcenas gave prior notice that he would be absent from May 13, 2021, Board of Education meeting and absence was excused.

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

The Mission Statement was read by Ken Bartling, Student Representative.

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

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

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

###### **4.3. Bid Proposals as submitted**

###### **4.4. Staff Adjustments as submitted**

###### **4.5. Treasurer's Report as submitted**

###### **4.6. Policy**

###### **4.6.1. 4440 PURCHASING AUTHORITY on Final Read**

###### **4.6.2. 4442 LOCAL PURCHASING on Final Read**

###### **4.6.3. 7375 REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS OR LIBRARY COLLECTIONS on Final Read**

**4.6.4. 8440 USE OF TOBACCO, ALCOHOL, AND OTHER CONTROLLED SUBSTANCES BY STUDENTS on Final Read**

**4.6.5. 8450 STUDENT DISCIPLINE on Final Read**

**4.6.6. 8570 DRUG FREE SCHOOL AND CAMPUS on Final Read**

**4.6.7. 8457 INTERNET SAFETY AND ACCEPTABLE USE on First Read**

**4.7. Contracts, Grants, AND MOU'S**

**4.7.1. MOU for Districts with students in Academies of GISH**

**4.8. Approval of Agenda as submitted**

Item 4.2 Claims as submitted, Lindsey Jurgens abstained with conflict on Check #76403, Josh Hawley abstained with conflict on Check #76379, consented to approval of all other items on the consent agenda. Approve the consent agenda as presented. Passed with a motion by Lisa Albers and a second by Erika Wolfe.

Joshua Hawley: Abstain (With Conflict) check number 76379, Lindsey Jurgens: Abstain (With Conflict) check number 76403, Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Erika Wolfe: Yea

**5. CAMPUS HIGHLIGHTS**

**5.1. Campus Highlights--Lincoln Elementary, Building a strong learning community by employing parents:** Strengthen home and school community. Empower our students and parents to collaborate and work together with our Lincoln family. Build trust and connectedness between students, Lincoln Elementary staff and parents. Principal Maureen Oman introduced and presented with Julissa Aranda, Para Educator and parent of students at Lincoln Elementary, Lety Acosta, Para Educator and parent of students at Lincoln Elementary, Lety Reyes, Para Educator and parent of students at Lincoln Elementary, and Flor Espinosa who is the Secretary of Lincoln Elementary and also a parent to students at the school.

**5.2. Campus Highlights--Virtual Elementary School, Virtual Relationships:** Virtual Elementary School Principal Whitney Flowers presented virtually. When people hear about our virtual school they may worry that this experience could be impersonal, isolating, and hard to build relationships. This opportunity has proven those thoughts to be misconceptions. The relationships the Virtual Elementary School staff has built with their students and families are like none other. The video shared by Mrs. Flowers, highlighted those relationships.

**6. SPECIAL RECOGNITION**

**6.1. Student Recognition-- Art Awards (*moved to June 2021 Board of Education Meeting*)**

**6.2. Student Recognition--Wrestling Gold Medal**

Students Brody Arrants and Blake Cushing were recognized for their State Title wins in wrestling during the 2020 and 2021 Class A seasons.

**6.3. Chris Vrooman, District Lead Nurse**

Chris Vrooman was recognized for two awards: 2020 Positive Image of Nursing Awards - Nebraska Nurses Association and Grand Island Independent recognition as Outstanding Health Care Worker

#### **6.4. Brian Whitecalf, FIT Program Community Liaison**

Brian Whitecalf was recognized for the Grand Island Elks Lodge #604 Citizenship Award for his GI Little Free Food Pantry Project.

#### **6.5. Officer Jason Urbanski, Barr Resource Officer, received the 2020 For the Love of Children Award from the Association for Child Abuse Prevention**

Officer Jason Urbanski, Barr Resource Officer, received the 2020 For the Love of Children Award from the Association for Child Abuse Prevention.

#### **6.6. Knickrehm Winners Tobacco Free Hall County's Art Contest**

History of Knickrehm art contest winners and their retiring veteran teacher Diane Meyer.

#### **6.7. PathBack Program**

Nancy Garcia Santos and Matthew Ramirez were introduced by Mr. Brian Kort, Recruitment and Retention Coordinator, as the two recipients of the PathBack program.

### **7. STUDENT REPRESENTATIVE REPORT**

Ken Bartling presented the student representative report to the board of education and community and proudly announced the new student representative for the 2021-2022 school year, Ms. Isabela Prado Gomez.

### **8. PUBLIC FORUM**

Angie Nasr, 256 S Vine Street, Grand Island, NE 68801 who has students that attend GISH and Dodge Elementary spoke to the Board of Education in concern of the COVID policies that are still being enforced and the policies set forth for Field Day by the elementary schools.

### **9. INFORMATION ITEMS**

**9.1. GIPS Foundation Scholarship Check Presentation:** The GIPS Foundation presented the Board of Education with the 2021 scholarship program and the total amount awarded. The class of 2021 Scholarship Winners received \$503,258.00 in scholarships and 111 of 172 in different scholarships.

**9.2. Memorial Stadium Project Update:** Mrs. Skalberg presented to the Board of Education an update on the fundraising for the Memorial Stadium Project. The Veterans Memorial Wall, the installation of the donor wall and the plans for a community celebration event.

**9.3. Virtual School at the Middle and High School levels, Plans for 2021-22:** Dr. Toni Palmer presented to the board. Because of the pandemic we made a quicker start at offering virtual learning opportunities to secondary level students. This began at GISH, pre-pandemic and now registration is open for grades 6-12 for the next school year.

#### **9.4. Non-Binding Letter of Intent - St. Francis Medical Center and GIPS**

Dr. Robin Dexter presented to the board. This letter serves as a non-binding letter of intent (the "Letter of Intent") to outline the intended terms and conditions under which CHI Nebraska, a Nebraska nonprofit corporation, dba CHI Health St. Francis Medical Center, is willing to enter into lease negotiations for the Premises described below with Tenant, Grand Island Public Schools.

#### **9.5. Transportation Contract**

Dr. Robin Dexter presented to the board. Renewal of transportation contract for 5 years with

Holiday Express Company.

**9.6. Second Step K-8 counseling Curriculum:** Dr. Robin Dexter presented to the board. Second Step is a holistic approach to building supportive communities for every child through social-emotional learning in grade PK-8. Decades of research show the positive effects of universal, classroom-based SEL programs for children. There is also broad recognition that benefits are even greater when children experience SEL throughout their day, across home, school, and out-of-school time environments, and throughout developmental stages. When implemented holistically, with a coordinated, community-wide approach, SEL can build stronger communities and support inclusive, equitable learning. Three year contract for \$73,883.70 for site licenses k-8 with funds paid out of ESSERS II.

**9.7. Approve Title I funds for Reading Interventionists:** Dr. Bills and Ms. Crowe presented to the board. Hiring interventionists will provide students that are below, well-below benchmark targeted intervention support in addition to core instruction in our Title I buildings. This targeted support will be personalized and delivered by a highly trained and effective teacher of reading.

**9.8. Request approval of ESSER II funds to hire virtual school staff to support K-12 programming:** Dr. Toni Palmer presented to the board. Due to the continued concerns with the Coronavirus and medical needs of some students and their families, as well as identified achievement gains for some virtual students who wish to remain in a virtual setting, Virtual school creates opportunities to expand education options for parent/students in a structured academically rigorous virtual learning environment with appropriate support and school connection for our students.

**9.9. Cannon Moss Brygger & Associates (CMBA) Contract:** Mr. Dan Petsch presented to the board a contract between GIPS and Cannon Moss Brygger & Associates (CMBA) for their design services that will provide the architectural drawings for the Medical Pathways project at CHI. This contract will establish the percentage that CMBA will charge GIPS for their services to design the project.

**9.10. Engineering Technologies Inc., (ETI) MOU:** Mr. Dan Petsch presented to the board a contract between GIPS and Engineering Technologies Inc. (ETI) for their design services that will provide the mechanical, electrical, and plumbing design for the Medical Pathways project at CHI. This contract will establish the percentage that ETI will charge GIPS for their services to design the project.

**9.11. Construction Update:**

Mr. Petsch presented the construction update.

**9.12. Superintendent Report:**

Dr. Grover presented the superintendent report. Acknowledgement of staff, students, educators for keeping our students and staff in school. We will complete the school year with current safety protocols. We will be rolling out new Summer Protocols. The Pandemic Team, will monitor and collect data from the summer programs to help make our decision in the fall. 1. How do we open them with fewer restrictions? 2. August 1, 2021, is when the fall protocol information should be available.

## **10. ACTION ITEMS**

### **10.1. Contract from Policy Studies Associates for Strategic Plan**

Approve the Policy Studies Associates for Strategic Plan contract as presented. Passed with a motion by Terry Brown and a second by Dan Brosz.

Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

### **10.2. Second Step K-8 Counseling Curriculum**

Approve Second Step curriculum to support social emotional learning in grades k-8 Passed with a motion by Lisa Albers and a second by Dave Hulinsky. Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

### **10.3. Non-Binding Letter of Intent - St. Francis Medical Center and GIPS**

Motion to authorize the Board President to sign as the representative for GIPS to accept the GIPS/CHI Letter of Intent Passed with a motion by Dan Brosz and a second by Lisa Albers.

Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

### **10.4. Approve Title I funds for Reading Interventionists**

Approve the requested Title I Funds to hire Reading Interventionists as defined by the equity formula and attached Needs Analysis Passed with a motion by Erika Wolfe and a second by Lisa Albers. Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

### **10.5. Request approval of ESSER II funds to hire virtual school staff to support K-12 programming**

Approve the funds to hire the staff for K-12 virtual school as proposed in the request. Passed with a motion by Lisa Albers and a second by Joshua Hawley.

Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

## **11. COMMITTEE REPORTS**

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

Terry 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 June 1, 2021 at 7:30 am.

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

Erika Wolfe 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 June 1, 2021 at 4:00 P.M.

### **11.3. Personnel Committee**

Dr. Brosz 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 June 2, 2021, at 8:00 am

### **11.4. Policy Committee**

Mr. Brown 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 June 7 at 4:30pm.

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

Lisa Albers 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 June 4, 2021, at 8:00 AM.

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

Lindsey Jurgens reported for the GIPS Foundation.

### **11.7. Governance Committee**

Mrs. Hinkle reported for the governance committee report covering the major items under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting is scheduled for June 2, 2021 at 7:30 am.

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

Mrs. Hinkle and Mrs. Albers gave an update on GNSA and reported for the Legislative Committee report covering the major items under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting is scheduled for Monday, May 17, 2021 at 5:30pm.

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

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

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

The Board convened to Executive Session at 8:22 p.m.

The recommendation for the Board to convene to executive session for the purpose of discussing the Superintendent Evaluation. Passed with a motion by Lisa Albers and a second by Terry Brown. Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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

The Board reconvened from Executive Session at 9:20 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Terry Brown and a second by Lisa Albers. Lisa Albers: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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

none

**15. NOTIFICATION OF UPCOMING BOARD MEETINGS**

Notification of upcoming board of education meetings.


Tuesday, May 25<sup>th</sup>, 2021 Virtual Board of Education Workshop, 5:30-7:30PM

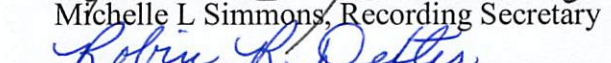
Thursday, June 10, 2021, Board of Education Workshop, Kneale Conference Room 3:30-5:30PM

Thursday, June 10, 2021, at 5:30 PM Board of Education Meeting

**16. ADJOURNMENT**

All business having been completed, the meeting was adjourned at 9:22 p.m.

  
Michelle L. Simmons, Recording Secretary

  
Robin R. Dexter, Secretary to the Board

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76525	Brooke Jardine	Miscellaneous Expenditures	\$80.15
76526	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$2,783.60
76527	Heather Mai-Roecker	Miscellaneous Expenditures	\$170.10
76528	Jill Crumrine-Vasquez	Miscellaneous Expenditures	\$170.95
76529	Lisa Albers	Miscellaneous Expenditures	\$51.55
76530	Melissa Hixon	Miscellaneous Expenditures	\$84.90
76531	Renan Callejas	Miscellaneous Expenditures	\$115.90
76532	AKRS Equipment Solutions Inc	General Supplies	\$680.04
76533	Amazon Cap Services Inc	General Supplies	\$3,797.62
76534	Bosselman Energy Inc	General Supplies	\$13.96
76535	City of Grand Island	Employee Training and Development Services	\$345.00
76536	Comstock Corporation	Student Transportation	\$770.00
76537	Copycat Instant Printing	General Supplies	\$268.40
76538	Electronic Contracting Company	Technical Services	\$517.50
76539	Grand Island Independent	Books & Periodicals	\$127.75
76540	Grand Island Utilities Dept	Utility Services	\$99.29
76541	Jerrys Sheet Metal	General Supplies	\$228.00
76542	Sinclair Broadcast Group	Advertising	\$420.00
76543	Teacher Direct	General Supplies	\$378.74
76544	Trego Dugan Aviation of Grand Island Inc	General Supplies	\$3,563.70
76545	Verizon Wireless	Web Based Software	\$1,791.35
76546	Wex Bank	Fuel	\$2,030.90
76547	Wex Bank	Fuel	\$2,868.23
76548	Wex Bank	Fuel	\$538.34
76549	Wex Bank	Fuel	\$1,300.32
76550	Wholeness Healing Center PC	Professional Services	\$11,480.00
76551	Wiper Towel Service	Technical Services	\$786.50
76552	Grand Island Utilities Dept	Electricity	\$27,285.70
76553	Symmetry Energy Solutions LLC	Utility Energy Services	\$18,841.51
76554	Symmetry Energy Solutions LLC	Utility Energy Services	\$12,035.78
76555	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,686.77
76556	Symmetry Energy Solutions LLC	Utility Energy Services	\$19,758.42
76557	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,856.47
76558	Symmetry Energy Solutions LLC	Utility Energy Services	\$8,983.40
76559	Symmetry Energy Solutions LLC	Utility Energy Services	\$4,472.96
76560	Symmetry Energy Solutions LLC	Utility Energy Services	\$10,738.91
76561	Symmetry Energy Solutions LLC	Utility Energy Services	\$7,663.59
76562	First Bankcard Center/Visa	Professional Services	\$431.91
76563	First Bankcard Center/Visa	Dues and Fees	\$219.00
76564	First Bankcard Center/Visa	Web Based Software	\$390.00
76565	First Bankcard Center/Visa	General Supplies	\$143.80
76566	First Bankcard Center/Visa	Advertising	\$4,606.82
76567	First Bankcard Center/Visa	Employee Training and Development Services	\$53.62
76568	First Bankcard Center/Visa	Employee Training and Development Services	\$6,329.10
76569	First Bankcard Center/Visa	General Supplies	\$1,105.23
76570	First Bankcard Center/Visa	Technology Supplies	\$262.25
76571	First Bankcard Center/Visa	Audio-Visual Materials	\$175.00
76572	First Bankcard Center/Visa	Dues and Fees	\$1,658.19

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76573	First Bankcard Center/Visa	Web Based Software	\$75.00
76574	First Bankcard Center/Visa	General Supplies	\$51.48
76575	First Bankcard Center/Visa	Books & Periodicals	\$105.85
76576	First Bankcard Center/Visa	Employee Training and Development Services	\$207.00
76577	First Bankcard Center/Visa	General Supplies	\$1,256.41
76578	First Bankcard Center/Visa	General Supplies	\$89.49
76579	First Bankcard Center/Visa	Professional Services	\$1,500.00
76580	First Bankcard Center/Visa	Books & Periodicals	\$127.94
76581	First Bankcard Center/Visa	Dues and Fees	\$275.00
76582	First Bankcard Center/Visa	Employee Training and Development Services	\$30.00
76583	First Bankcard Center/Visa	Technology Supplies	\$221.37
76584	First Bankcard Center/Visa	General Supplies	\$189.92
76585	First Bankcard Center/Visa	General Supplies	\$124.55
76586	First Bankcard Center/Visa	General Supplies	\$1,277.51
76587	Cline Williams Wright Johnson	Contracted Legal Services	\$2,270.00
76588	Grand Island Independent	Advertising	\$9,941.08
76589	Verizon Wireless	Distance Education and Telecommunications	\$457.32
76590	Verizon Wireless	Distance Education and Telecommunications	\$1,297.03
76591	Verizon Wireless	Distance Education and Telecommunications	\$884.52
76592	Hiland Dairy Foods Company LLC	Milk	\$10,307.35
76593	Wells Fargo Bank Nebraska	General Supplies	\$264.95
76594	Century Link	Distance Education and Telecommunications	\$1,153.36
76595	Janet Sue Jobs	Salaries	\$37.68
76596	Midamerica Books	Books & Periodicals	\$159.62
76597	Project Search CCHMC	Employee Training and Development Services	\$250.00
76598	US Postal Service (Quadient POC)	Postage	\$4,000.00
76599	Cash-Wa Distributing	Nutrition Services Warehouse	\$28,396.91
76600	Chesterman Company	Soda	\$59.76
76601	Culligan of Grand Island	General Supplies	\$331.10
76602	Greenberg Fruit Company	Produce	\$3,022.52
76603	Hiland Dairy Foods Company LLC	Milk	\$130.95
76604	Hobart	Repairs and Maintenance Services	\$150.41
76605	Host Coffee	Nutrition Services Warehouse	\$107.36
76606	Mid-Nebraska Disposal Inc	Refuse Disposal	\$329.60
76607	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$1,182.65
76608	NAPA Auto Parts of Grand Island	General Supplies	\$17.98
76609	Pepsi-Cola Company	Soda	\$113.69
76610	Preferred Packaging Sales & Service	Nutrition Services Warehouse	\$1,455.94
76611	US Foods - Grand Island	Nutrition Services Warehouse	\$21,633.81
76612	Amazon Cap Services Inc	General Supplies	\$7,481.13
76613	Grand Island Utilities Dept	Electricity	\$16,454.98
76614	Grand Island Utilities Dept	Electricity	\$34,312.99
76615	The Home Depot Pro	Custodial Supply Warehouse	\$10,100.36
76616	UniFirst Corporation	General Supplies	\$238.98
76617	First Bankcard Center/Visa	General Supplies	\$308.73
76618	First Bankcard Center/Visa	General Supplies	\$708.74
76619	Century Link	Distance Education and Telecommunications	\$1,040.77
76620	Eduviges Munoz Delgado	Miscellaneous Expenditures	\$365.20

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76621	Jill Kissler	Miscellaneous Expenditures	\$39.30
76622	Kaitlyn Bolin	Miscellaneous Expenditures	\$23.45
76623	Sams Club Direct	General Supplies	\$448.60
76624	Super Saver	General Supplies	\$367.00
76625	Lockbox Services 856458	General Supplies	\$177.52
76626	Matthew Kelly Shultz	Mileage Paid to Staff	\$51.84
76627	Protex Central Inc	Technical Services	\$106.55
76628	Push Pedal Pull	Professional Services	\$458.86
76629	Really Good Stuff Inc	General Supplies	\$252.88
76630	Really Great Reading Company LLC	General Supplies	\$4,761.90
76631	Reams Sprinkler Supply Co	Equipment	\$15,451.58
76632	Redbird Flight Simulations Inc	Technical Services	\$328.33
76633	Riverside Technologies Inc	Technology Supplies	\$10,079.00
76634	Safety-Kleen Corporation	Technical Services	\$189.34
76635	Scholastic Book Clubs Inc	Books & Periodicals	\$712.50
76636	Scholastic Inc.	Books & Periodicals	\$1,459.48
76637	School Health Corporation	General Supplies	\$1,654.39
76638	Securall	Furniture and Fixtures	\$10,078.00
76639	Sherwin Williams Company	General Supplies	\$1,234.72
76640	Shiffler Equipment Sales Inc	General Supplies	\$2,723.53
76641	State Glass Inc	General Supplies	\$553.19
76642	State Of Nebraska State Fire Marshal	Technical Services	\$121.00
76643	Sterling West	General Supplies	\$18,750.00
76644	Striv Inc	Audio-Visual Materials	\$189.00
76645	Sunheat International	General Supplies	\$598.00
76646	Amazon Cap Services Inc	General Supplies	\$3,808.93
76647	Construction Rental	General Supplies	\$389.30
76648	Culligan of Grand Island	Technical Services	\$91.50
76649	Essential Personnel Inc	Cleaning Services	\$1,084.50
76650	Grand Island Utilities Dept	Electricity	\$14,327.67
76651	Heartland Health Center	Professional Services	\$3,208.00
76652	Holiday Express	Student Transportation	\$1,040.00
76653	Hiland Dairy Foods Company LLC	Milk	\$10,620.95
76654	Networkfleet Inc.	Repairs and Maintenance Services	\$1,957.38
76655	O Keefe Elevator Co Inc	Technical Services	\$448.00
76656	One Source	Technical Services	\$904.00
76657	Otis Elevator Company	Technical Services	\$3,946.59
76658	Paper Tiger Shredding Inc	Refuse Disposal	\$345.00
76659	Charter Communications Holdings LLC	Distance Education and Telecommunications	\$119.98
76660	Clearly Communications	Distance Education and Telecommunications	\$1,014.59
76661	Medline Industries Inc	General Supplies	\$1,019.34
76662	Mid-Nebbraska Disposal Inc	Refuse Disposal	\$5,330.34
76663	National Fire Protection Assoc	Dues and Fees	\$175.00
76664	Riverside Insights	Web Based Software	\$9,684.44
76665	School Health Corporation	General Supplies	\$89.63
76666	State Electrical Division	Dues and Fees	\$135.00
76667	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,793.44
76668	Verizon Business	Distance Education and Telecommunications	\$8.89

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76669	Amazon Cap Services Inc	General Supplies	\$4,375.43
76670	Associated Staffing Inc	Cleaning Services	\$4,349.28
76671	Cline Williams Wright Johnson	Contracted Legal Services	\$82.50
76672	Grand Island Physical Therapy	Professional Education Services	\$3,251.94
76673	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,797.96
76674	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,579.88
76675	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,361.18
76676	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,241.67
76677	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,442.81
76678	Symmetry Energy Solutions LLC	Utility Energy Services	\$215.29
76679	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,227.56
76680	Symmetry Energy Solutions LLC	Utility Energy Services	\$793.98
76681	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,163.36
76682	Symmetry Energy Solutions LLC	Utility Energy Services	\$832.19
76683	Symmetry Energy Solutions LLC	Utility Energy Services	\$3,274.86
76684	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,607.27
76685	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,128.23
76686	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,242.28
76687	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,763.42
76688	UniFirst Corporation	General Supplies	\$244.43
76689	Amy Petersen	Miscellaneous Expenditures	\$70.65
76690	Bernie Parker	Technical Services	\$140.00
76691	Beth Barlow	Professional Services	\$25.00
76692	Christen Landenberger	Miscellaneous Expenditures	\$6.65
76693	Heidi Dahlke	Professional Services	\$125.00
76694	Janalee M Hudiburgh	Professional Services	\$100.00
76695	Jaycee Gentleman	Professional Services	\$125.00
76696	Julie Wooden	Miscellaneous Expenditures	\$7.80
76697	Kelly Lahm	Miscellaneous Expenditures	\$30.60
76698	Leisa Gracia	Professional Services	\$125.00
76699	Lrene Jo Braun	Professional Services	\$987.50
76700	Melanie Dvorak	Miscellaneous Expenditures	\$131.00
76701	Northwestern Energy	Utility Energy Services	\$2,799.84
76702	Office Depot	General Supplies	\$784.33
76703	Quill Corporation	General Supplies	\$606.92
76704	Shannon Major	Professional Services	\$125.00
76705	Aaron Wardyn	Miscellaneous Expenditures	\$41.25
76706	Brenda Moran	Miscellaneous Expenditures	\$67.95
76707	Doreatha Noziska	Miscellaneous Expenditures	\$16.20
76708	Macey Kohls	Miscellaneous Expenditures	\$7.70
76709	Marc Julian	Miscellaneous Expenditures	\$98.50
76710	Nok Miller	Miscellaneous Expenditures	\$14.70
76711	Rita Hamik	Miscellaneous Expenditures	\$100.10
76712	Hiland Dairy Foods Company LLC	Milk	\$10,584.66
76713	HyVee	Food	\$160.71
76714	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$1,524.00
76715	American Alliance for Innovative Systems	Professional Education Services	\$32,400.00
76716	Mechanical Sales Inc	General Supplies	\$5,046.00

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76717	Overhead Door Of Grand Island	Technical Services	\$908.60
76718	Amazon Cap Services Inc	General Supplies	\$19,583.71
76719	Associated Staffing Inc	Cleaning Services	\$639.60
76720	City of Grand Island	Refuse Disposal	\$76.76
76721	Essential Personnel Inc	Cleaning Services	\$1,305.19
76722	Follett School Solutions Inc	Books & Periodicals	\$442.55
76723	Grand Island Utilities Dept	Electricity	\$57,616.71
76724	JP Boiler Service LLC	General Supplies	\$162.00
76725	Kenneth DeFrank	Mileage Paid to Staff	\$121.97
76726	Kidwell Inc	Equipment	\$11,479.50
76727	Kimberly Foley	Mileage Paid to Staff	\$36.56
76728	Legacy Outdoor Advertising LLC	Advertising	\$575.00
76729	Stacie Faber	Mileage Paid to Staff	\$5.60
76730	The Archway	General Supplies	\$50.00
76731	The Prophet Corporation	General Supplies	\$67.74
76732	Wholeness Healing Center PC	Professional Services	\$759.40
76733	Hiland Dairy Foods Company LLC	Milk	\$9,376.05
76734	Abby Stoddard	Mileage Paid to Staff	\$53.20
76735	Ace Hardware	General Supplies	\$893.27
76736	Ace Hardware	General Supplies	\$159.95
76737	Agricultural Service	General Supplies	\$4,670.00
76738	AKRS Equipment Solutions Inc	General Supplies	\$903.66
76739	All Star Auto Glass of Grand Island	General Supplies	\$241.45
76740	Allied 100 LLC	General Supplies	\$1,068.30
76741	Amazon Cap Services Inc	General Supplies	\$27.99
76742	American Fence Co Western Ne	Technical Services	\$2,046.00
76743	Americom Communications Corp	Technical Services	\$205.00
76744	Amy Schneider	Mileage Paid to Staff	\$88.48
76745	Andy Schneider	Mileage Paid to Staff	\$88.48
76746	Aramark Uniform Services	Technical Services	\$1,051.61
76747	ASCD	Dues and Fees	\$89.00
76748	Ashley Joy Laird	General Supplies	\$21.24
76749	Attainment Company	General Supplies	\$104.00
76750	Audrey J Smalley	Mileage Paid to Staff	\$10.08
76751	Awards Plus	General Supplies	\$171.55
76752	B & H Photo-Video Inc	Audio-Visual Materials	\$2,424.89
76753	Barnes And Noble Bookstore	Books & Periodicals	\$244.65
76754	Bedford, Freeman & Worth Publishing Grou	Web Based Software	\$2,012.93
76755	Blick Art Materials	General Supplies	\$103.80
76756	Border States Industries Inc	Equipment	\$10,083.15
76757	Bound To Stay Bound Books	Books & Periodicals	\$21.18
76758	Brand's	General Supplies	\$4,569.00
76759	Bremer Misty	Mileage Paid to Staff	\$14.67
76760	Brenda Anderson	Mileage Paid to Staff	\$40.60
76761	Brenda Skarka	Mileage Paid to Staff	\$11.20
76762	Cannon Moss Brygger & Assoc	Buildings	\$2,627.60
76763	Casey & Kirsch Publishers	Books & Periodicals	\$750.00
76764	Catherine Davis	Mileage Paid to Staff	\$13.77

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76765	Cherie Mattson	Mileage Paid to Staff	\$13.77
76766	Christine Kier	General Supplies	\$67.95
76767	Clarissa Hostler	General Supplies	\$60.00
76768	Communications Engineering	General Supplies	\$880.00
76769	Communications Supply Corp	Equipment	\$7,143.91
76770	Construction Rental	General Supplies	\$265.50
76771	Constructive Playthings	General Supplies	\$673.67
76772	Copycat Instant Printing	General Supplies	\$2,888.59
76773	Cpm Educational Program	General Supplies	\$4,084.49
76774	Creative Cabinets Inc	General Supplies	\$122.90
76775	Crescent Electric Supply	General Supplies	\$1,670.81
76776	Cummins Central Power	Technical Services	\$690.49
76777	Curriculum Associates	Books & Periodicals	\$492.18
76778	Cybrschool LLC	Web Based Software	\$15,000.00
76779	Dan Petsch	Mileage Paid to Staff	\$61.82
76780	Darrell Holley	Mileage Paid to Staff	\$15.12
76781	David White	General Supplies	\$99.05
76782	Dawn Deuel-Rutt	Mileage Paid to Staff	\$36.28
76783	Decker Equipment	General Supplies	\$451.17
76784	Discount School Supply Order Dept	General Supplies	\$6,775.98
76785	Donald Webben	General Supplies	\$38.36
76786	Dorszynski Michelle	Mileage Paid to Staff	\$10.98
76787	Douangchan Keomysay	Technical Services	\$39.00
76788	EAI Education	General Supplies	\$1,244.00
76789	Eakes Office Solutions	General Supplies	\$29,139.40
76790	Earth's Birthday Project	General Supplies	\$57.80
76791	Eberl Plumbing & Drain	Technical Services	\$2,238.04
76792	Egan Supply Company	Custodial Supply Warehouse	\$3,996.30
76793	Erin Brooks	General Supplies	\$74.97
76794	Fastenal	General Supplies	\$41.56
76795	Flinn Scientific	General Supplies	\$140.58
76796	Flyleaf Publishing, LLC	Books & Periodicals	\$5,357.84
76797	Follett School Solutions Inc	Books & Periodicals	\$6,882.19
76798	FourPoint Education Partners	Employee Training and Development Services	\$6,500.00
76799	Grand Island Area Chamber Of Commerce	Dues and Fees	\$50.00
76800	Grand Island Express Inc	Repairs and Maintenance Services	\$32.56
76801	Grand Island Public Schools Activity Fun	General Supplies	\$574.58
76802	Grand Island Public Schools Foundation	Employee Training and Development Services	\$156.00
76803	Grand Island Public Schools Nutrition Sv	Miscellaneous Expenditures	\$168.75
76804	Grones Outdoor Power & Battery	General Supplies	\$259.00
76805	Gustave A Larson Company	General Supplies	\$1,541.64
76806	Hesselgesser Electric	General Supplies	\$2,844.61
76807	High Noon	Books & Periodicals	\$831.60
76808	Holiday Express	Student Transportation Services	\$1,900.00
76809	Hooker Bros Sand & Gravel Inc	General Supplies	\$188.72
76810	Instrumentalist Awards LLC	General Supplies	\$239.00
76811	Interstate All Battery Center	General Supplies	\$1,201.14
76812	Island Glass Company	General Supplies	\$166.13

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76813	Island Sprinkler Supply	General Supplies	\$461.41
76814	IXL Membership Services	Web Based Software	\$12,825.00
76815	Jacqueline Juarez Meier	Mileage Paid to Staff	\$19.21
76816	Jami Lee Dutcher	Mileage Paid to Staff	\$22.34
76817	Jerome Dubas	General Supplies	\$241.87
76818	Jesse Lighthill	Technical Services	\$203.60
76819	John Schultz	Mileage Paid to Staff	\$87.08
76820	Judith Grimes	Mileage Paid to Staff	\$12.82
76821	JW Pepper Son Inc	General Supplies	\$226.99
76822	Karma L Lewandowski	Mileage Paid to Staff	\$121.40
76823	Karmyn R Barnes	Mileage Paid to Staff	\$36.96
76824	Katherine Beran	General Supplies	\$15.89
76825	Kelly Coslet	General Supplies	\$46.46
76826	Kelly Supply Co	General Supplies	\$348.07
76827	Kenneth DeFrank	Mileage Paid to Staff	\$183.12
76828	Kevin Watson	Mileage Paid to Staff	\$20.16
76829	Kidwell Inc	Technical Services	\$781.25
76830	Kimberly Foley	Mileage Paid to Staff	\$13.10
76831	Kristin Watson	Mileage Paid to Staff	\$6.77
76832	LaBrie Jesse	General Supplies	\$67.01
76833	Lakeshore Learning Materials	General Supplies	\$454.73
76834	Laura Gamboa Urrego	Mileage Paid to Staff	\$82.88
76835	Lauren Schumacher	Mileage Paid to Staff	\$8.45
76836	Learning Sciences International LLC	Technical Services	\$49,300.00
76837	Linda Shenk	General Supplies	\$250.54
76838	Literacy Resources LLC	General Supplies	\$971.87
76839	Lori Watts	Mileage Paid to Staff	\$86.46
76840	LUNA Language Services	Professional Services	\$100.00
76841	Lynn Bender	Mileage Paid to Staff	\$31.96
76842	Madison Tibbetts	Mileage Paid to Staff	\$52.92
76843	Matthew Kelly Shultz	Mileage Paid to Staff	\$32.16
76844	Meredith Davis	Mileage Paid to Staff	\$8.06
76845	Micki Stark	General Supplies	\$86.81
76846	Morgan Wheeler	Mileage Paid to Staff	\$27.04
76847	No Tears Learning Inc	General Supplies	\$723.80
76848	Quentin Zeller	Mileage Paid to Staff	\$88.48
76849	Rachel Catlett	General Supplies	\$16.19
76850	Rachel Schiley	Mileage Paid to Staff	\$28.49
76851	Rebecca Christensen	Mileage Paid to Staff	\$20.16
76852	Rochelle Anderson	General Supplies	\$43.16
76853	Ronald G Hester	Mileage Paid to Staff	\$101.02
76854	Sarah K Henry	Mileage Paid to Staff	\$32.14
76855	Scholastic Inc	Books & Periodicals	\$253.00
76856	Scholastic Inc.	Books & Periodicals	\$334.05
76857	School Health Corporation	General Supplies	\$179.16
76858	School Outfitters	Instructional Materials Warehouse	\$1,506.35
76859	School Specialty Inc	General Supplies	\$551.43
76860	Sherril Tolen	Employee Training and Development Services	\$44.80

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76861	Sherwin Williams Company	General Supplies	\$538.07
76862	State Glass Inc	General Supplies	\$229.46
76863	Stetson Building Products Inc	General Supplies	\$15.21
76864	Suyapa Gonzalez	Mileage Paid to Staff	\$65.69
76865	T C Ceilings Inc	General Supplies	\$63.36
76866	Tally Creative Inc	Professional Services	\$255.00
76867	Tammi K Garrels	Mileage Paid to Staff	\$6.72
76868	Teacher Direct	General Supplies	\$359.18
76869	Teaching Strategies LLC	Web Based Software	\$7,349.25
76870	The Hearing Clinic Inc	Professional Education Services	\$2,252.00
76871	The Home Depot Pro	Custodial Supply Warehouse	\$17,271.02
76872	The Prophet Corporation	General Supplies	\$3,498.01
76873	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$2,252.07
76874	Toni Santee	Mileage Paid to Staff	\$21.11
76875	Toofast Supply	General Supplies	\$262.83
76876	Tools 4 Reading LLC	General Supplies	\$990.00
76877	Travas G Wright	Mileage Paid to Staff	\$21.78
76878	Trend Enterprises Inc	General Supplies	\$25.97
76879	Tri-Cities Group Inc.	Technical Services	\$1,001.59
76880	UniFirst Corporation	Technical Services	\$1,046.30
76881	Veritiv Operating Company	Instructional Materials Warehouse	\$596.25
76882	Voyager Sopris Learning Inc	Web Based Software	\$40,066.55
76883	Wendy Louder	General Supplies	\$66.81
76884	West Music Co	General Supplies	\$499.40
76885	WestEd Operating Account	Employee Training and Development Services	\$300.00
76886	Western Psychological Services	General Supplies	\$246.40
76887	Windy City Wire	General Supplies	\$253.18
76888	Winsupply of Grand Island	Buildings	\$15,214.35
76889	Woodwards Disposal Service Inc	Refuse Disposal	\$235.00
76890	Wyebot, Inc.	Technology Supplies	\$583.33
76891	Yandas Music	General Supplies	\$223.96
76892	Young Womens Christian Assoc	Employee Training and Development Services	\$162.50
76893	Ace Hardware	General Supplies	\$70.97
76894	Barbara Knuth	Mileage Paid to Staff	\$8.40
76895	Carolyn Arends	Mileage Paid to Staff	\$37.35
76896	Cash-Wa Distributing	Nutrition Services Warehouse	\$32,287.67
76897	Cassie Kaspar	Mileage Paid to Staff	\$23.80
76898	Dina Goscha	Mileage Paid to Staff	\$40.66
76899	Evelyn R Seim	Mileage Paid to Staff	\$15.12
76900	Grand Island Public Schools	Miscellaneous Expenditures	\$2,164.69
76901	Greenberg Fruit Company	Produce	\$11,916.36
76902	Helen Batenhorst	Mileage Paid to Staff	\$91.28
76903	Kevin Harpham	Mileage Paid to Staff	\$30.80
76904	LeAnn Masat	Mileage Paid to Staff	\$6.72
76905	Lisa Moss	Mileage Paid to Staff	\$24.08
76906	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$440.00
76907	Pan-O-Gold Baking Co	Bread	\$3,256.87
76908	Peterson Farms Fresh Inc	Produce	\$3,228.96

# Grand Island Public Schools

## Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76909	Sheri Adams	Mileage Paid to Staff	\$37.35
76910	Suzanne Marie Amerson	Mileage Paid to Staff	\$6.05
76911	Tara Fieldgrove	Mileage Paid to Staff	\$31.92
76912	Teresa Abuwisha	Mileage Paid to Staff	\$21.17
76913	Theresa McCarthy	Mileage Paid to Staff	\$29.40
76914	US Foods - Grand Island	Nutrition Services Warehouse	\$12,895.34
76915	Danny Oberg	Rentals	\$3,000.00
76916	Edupoint Educational Systems LLC	Web Based Software	\$6,155.00
76917	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$1,865.55
76918	Office Depot	General Supplies	\$41.85
76919	Quill Corporation	General Supplies	\$2,118.00
76920	Sams Club Direct	Miscellaneous Expenditures	\$5,942.97
76921	Amy Richards	General Supplies	\$39.98
76922	Angela Pierce	General Supplies	\$101.75
76923	Angela Runquist	Mileage Paid to Staff	\$77.56
76924	Audrey Reimers	Professional Services	\$25.00
76925	Celeste Mildenstein	Mileage Paid to Staff	\$22.96
76926	Christina Mullins	Professional Services	\$25.00
76927	Daniel Phillips	Travel	\$232.32
76928	Deborah Renae Meyer	Professional Services	\$25.00
76929	Greg Morrow	Mileage Paid to Staff	\$18.36
76930	Heath McClellan	Mileage Paid to Staff	\$25.20
76931	Jenny Lynn Rother	Mileage Paid to Staff	\$81.36
76932	Joni Mayfield	Mileage Paid to Staff	\$117.37
76933	Joshua Planos	Mileage Paid to Staff	\$89.04
76934	Julie M Markvicka	Mileage Paid to Staff	\$4.48
76935	Kelli Mayhew	Mileage Paid to Staff	\$71.67
76936	Marks Plumbing Parts	General Supplies	\$255.81
76937	Marla Rischling	Mileage Paid to Staff	\$87.08
76938	Marty Markvicka	Mileage Paid to Staff	\$39.98
76939	Matheson Tri Gas Inc	General Supplies	\$143.55
76940	Mechanical Sales Inc	General Supplies	\$11,587.60
76941	Menards	General Supplies	\$1,265.68
76942	Middleton Electric Inc	Technical Services	\$18,320.00
76943	Midwest Alarm Services	General Supplies	\$225.00
76944	Midwest Hydraulic	Repairs and Maintenance Services	\$450.00
76945	Mindy Moyer	Professional Services	\$1,162.50
76946	NAPA Auto Parts of Grand Island	General Supplies	\$356.49
76947	NCECBVI	Technical Services	\$2,808.00
76948	Neenah Foundry Company	General Supplies	\$1,080.00
76949	ORIGO Education Inc	Books & Periodicals	\$3,365.67
76950	Otis Elevator Company	Technical Services	\$1,135.71
76951	Overhead Door Of Grand Island	Technical Services	\$523.88
76952	Paper Tiger Shredding Inc	Refuse Disposal	\$270.00
76953	Policy Studies Associates Inc	Professional Services	\$46,166.67
76954	Pomp's Tire Service Inc	General Supplies	\$118.76
76955	Prime Communications Inc	Equipment	\$45,035.84
76956	Project Lead The Way Inc	Employee Training and Development Services	\$2,400.00

# Grand Island Public Schools Claims Listing

June 10, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76957	Protex Central Inc	Technical Services	\$227.50
76958	Really Good Stuff Inc	General Supplies	\$383.87
76959	Rentokil North America Inc	Technical Services	\$1,871.44
76960	Toni Palmer	Mileage Paid to Staff	\$23.18
76961	Tonya Papineau	Mileage Paid to Staff	\$21.95
76962	Valerie Moline	General Supplies	\$100.73
ACH	Hall County Attorney	Technical Services	\$40,000.00
ACH	Wells Fargo Equipment Finance Inc	Technical Services	\$8,781.03
ACH	Medsurety	Employee Benefits	\$372.00
ACH	Holiday Express	Student Transportation	\$157,233.01
ACH	Holiday Express	Student Transportation	\$126,046.00
		May Claims	\$1,560,399.57
		May 14, 2021 Payroll	\$8,454,047.29
			<u>\$10,014,446.86</u>

Kneale Administration Building



Dan O. Petsch  
Director of Buildings & Grounds  
123 South Webb Road  
P.O. Box 4904  
Grand Island, NE 68802-4904

May 20, 2021

RE: Proposals Received for the Pylon Sign w/LED Display  
At Walnut Middle School

Phone: (308) 385-5900 x201101  
Fax: (308) 385-5568  
Email: dpetsch@gips.org  
Web: www.gips.org

ESTIMATE:

\$45,000

BUDGET:

Walnut Activity Fund and Buildings & Grounds Budget

PROPOSALS GIVEN TO:

Love Signs

Tri City Sign Company

Watchfire Signs

PROPOSALS RECEIVED:

Supplier	Cost for Sign	Cost of Bond	Total Cost
Tri City Sign	\$58,400	\$408	\$58,808
Love Signs	\$60,079	\$1,802	\$61,881

RECOMMENDATION:

It is recommended to approve the proposal from Tri City Sign for a total of \$58,808. This project will be funded through the Walnut Activity Fund and the Buildings & Grounds General Fund Budget.

Dan O. Petsch  
Director of Buildings & Grounds

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

**STAFF ADJUSTMENT  
June 10, 2021**

**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>
Hannah Anderson	First Grade/1.0 FTE/Howard	08/05/21	BA-02	Hastings College	J. Caldwell
Molly Asher	School Counselor/1.0 FTE/ Shoemaker	08/05/21	MA-08	UNO	E. Amen
Sarah Derickson	English Language Arts/ 1.0 FTE/Barr	08/05/21	BA-02	Chadron State College	V. Wagner
Jacquelyn Dirkschneider	Health/1.0 FTE/Barr	08/05/21	BA+09 -03	UNL	S. Cole
Sarah Grigsby	School Counselor/.57 FTE/ Jefferson/.43 FTE/West Lawn	08/05/21	BA+36 -02	Wayne State College	S. Campbell
Kristen Irely	Chief of Human Capital Management/1.0 FTE/ Admin. Bldg.	08/16/21	JD	Widener University School of Law	W. Stelk
Morgan Soucek	Special Education Resource/ 1.0 FTE/Building to be Determined	08/05/21	BA-02	Hastings College	TBD
Jenna Varilek	Speech/Language Pathologist/ 1.0 FTE/Dodge	08/05/21	MA-04	UNL	J. Hahn
Molly Willis	Kindergarten/1.0 FTE/Wasmer	08/05/21	BA-02	UNK	K. Voss
Ashley Woitaszewski	Special Education Resource/ 1.0 FTE/Building to be Determined	08/05/21	MA-02	UNK	TBD

**New Hire/Extra Standard Assignment**

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Kyle Carder	Youth Sports Coordinator/.25 FTE/Senior	08/04/21	J. Balz
Jacqueline Proctor	Boys/Girls Assistant Swimming/Senior	08/04/21	Z. Saner
Reid Schultz	MS Assistant Football/Walnut	08/05/21	J. Grenier

**Classified New Hires**

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Beth Barlow	Paraeducator/Starr Lunch Monitor/Starr	.50 .25	05/11/21	C. Delgado
Amy Elliott	Special Education Paraeducator/Starr	.94	05/03/21	G. O'Neill
Alejandra Erives	Bilingual Paraeducator/Howard	.94	05/06/21	C. Villanueva
Bret Evans	Yard Worker/Admin. Bldg.	1.0	06/15/21 -10/15/21	Seasonal
Brittany Houselog	Special Education Paraeducator/Jefferson	.94	05/03/21	A. Dishman
Edward Sowl	Assistant Custodian/Dodge	1.0	04/19/21	L. Verduzco Aguilar

**Certified Resignations**

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Emily Bieck	First Grade/1.0 FTE/Jefferson	New position	05/26/21
Kara Coble	Child Behavior Specialist/1.0 FTE/Barr	New position	05/26/21
Joseph Evans	Mathematics/1.0 FTE/Barr	Personal	05/26/21
William Johnson	Network & Systems Engineer/1.0 FTE/ Admin. Bldg.	Termination	06/04/21
Amber Jones	Leave of Absence 2020-2021	Personal	05/26/21
Katelyn Mogilefsky	Third Grade/1.0 FTE/Engleman	New position	05/26/21
Dawn Mungroo	Third Grade/1.0 FTE/Shoemaker	Relocation	05/26/21
Joshua Planos	Director of Strategic Communications/ 1.0 FTE/Admin. Bldg.	Personal	06/04/21
Antoinette Scusa	Fifth Grade/1.0 FTE/Virtual School/Engleman	Relocation	05/26/21
Michelle Tebbe	Leave of Absence 2020-2021	Personal	05/26/21

**Certified Extra Standard Resignations**

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Jeffrey Balz	9th Grade Assistant Football/Senior	Personal	05/26/21
Jeffrey Balz	Youth Sports Coordinator/.25 FTE/Senior	Personal	05/26/21
Stephanie Finnegan	9th Grade Head Girls Basketball/Senior	Personal	05/26/21
Joseph Grenier	MS Assistant Football/Walnut	Personal	05/26/21

**Certified Extra Standard Resignations (cont.)**

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Patrick Lonergan	Musical/Senior	Personal	05/26/21
Julie Markvicka	Boys/Girls Varsity Assistant Swimming/Senior	Personal	05/26/21
Jacob Morrow	Assistant Track/Senior	New position	05/26/21

**Classified Resignations**

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Brianna Benson	Technology Assistant/1.0 FTE/Walnut	Relocation	06/28/21
Heather Bryan	Special Education Paraeducator/.94 FTE/Starr	Relocation	05/21/21
John Dankert	HVAC/1.0 FTE/Admin. Bldg.	New position	05/21/21
Diane DeLeon	Nutrition Services Assistant/.88 FTE/Starr	New position	04/30/21
Melissa Evans	Technology Assistant/1.0 FTE/Westridge	Personal	05/21/21
Katherine Gomez	Paraeducator/.50 FTE/Engleman	Job abandonment	04/20/21
Audrey Hake	Skills Academy Paraprofessional/.94 FTE/Westridge	Personal	05/05/21
Hannah Hiatt	Paraeducator/.94 FTE/West Lawn	Personal	05/12/21
Lisa Hinken	Paraeducator/.31 FTE/Lunch Monitor/.06 FTE/Howard	Personal	05/21/21

**Classified Resignations (cont.)**

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Melissa Kerrigan	Skills Academy Paraprofessional/.94 FTE/Wyandotte	New position	05/14/21
Kendra McCarville	Special Education Paraeducator/CBI/.94 FTE/Westridge	Personal	05/14/21
Breonna Meister	Skills Academy Paraprofessional/.94 FTE/Wyandotte	New position	05/24/21
Sabrina Moseley	Special Education Paraeducator/.94 FTE/Senior	Personal	05/04/21
Hope Redmond	Paraeducator/.94 FTE/Success Academy	Personal	05/07/21
Itzummy Robles Camacho	Bilingual Paraeducator/.94 FTE/West Lawn	Relocation	05/21/21
Justine Sayaphommy	Paraeducator/.94 FTE/Starr	Personal	05/27/21
Ameliah Williams -McCarthy	Paraeducator/.94 FTE/Engleman	Relocation	05/24/21

**Certified Changes**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Opal Bentley	Student Success Liaison/ 1.0 FTE/Starr	Elementary Principal/1.0 FTE/ Knickrehm	08/16/21	R. Bishop
Cassie Blase	Assistant Principal/.50 FTE/ Student Resource Coordinator/ .50 FTE/Dodge	Literacy System of Support Specialist/.50 FTE/Dodge/ .50 FTE/West Lawn	08/16/21	Approved by Board

**Certified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Shane Campbell	School Counselor/.57 FTE/ Jefferson/.43 FTE/West Lawn	School Counselor/1.0 FTE plus 5 extended days/Walnut	08/05/21	A. Alvarado
Brenda Cochran	Integration Specialist/.75 FTE/ Wasmer/.25 FTE/Seedling Mile	Second Grade/1.0 FTE/ Seedling Mile	08/05/21	A. Mustion
April Dickerson	Bilingual/.50 FTE/Wasmer/ .50 FTE/Seedling Mile	Bilingual/1.0 FTE/Starr	08/05/21	T. Morrow
Jenifer Dillon	Kindergarten/1.0 FTE/Howard	Second Grade/1.0 FTE/Howard	08/05/21	H. Grimes
Kaylee Eberle	Second Grade/1.0 FTE/West Lawn	Special Education Resource/ 1.0 FTE/Gates	08/05/21	D. Dorans
Kayla Geiger	Mathematics/1.0 FTE/ Westridge	Academic Support Coach/ 1.0 FTE/Westridge	08/05/21	I. Falldorf
Jennifer Hahn	Speech/Language Pathologist/ 1.0 FTE/Dodge	Speech/Language Pathologist/ 1.0 FTE/Special Education	08/05/21	T. Papineau
Amber High	Gifted Education Specialist/ .40 FTE/Starr/.40 FTE/ Seedling Mile/.03 FTE/Dodge/ .03 FTE/Howard/.03 FTE/ Jefferson/.03 FTE/Knickrehm/ .04 FTE/Lincoln/.04 FTE/ West Lawn/Virtual	Gear Up Academic Coach/ 1.0 FTE/Admin. Bldg.	08/05/21	A. Beahm
Kristina Hirschman	Skills Academy School Psychologist/1.0 FTE/ Dodge/Westridge	Skills Academy Coordinator/ 1.0 FTE/Dodge/Westridge	08/16/21	J. Hubbard

**Certified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Krystal Jepson	Special Education Resource/ 1.0 FTE/Shoemaker	First Grade/1.0 FTE/ Stolley Park	08/05/21	L. Housel
Chandra Kosmicki	Integration Specialist/.57 FTE/ Jefferson/.43 FTE/West Lawn	Integration Specialist/1.0 FTE/ Engleman	08/05/21	A. Scott
Kimberly Madison	Mathematics/1.0 FTE/Walnut	Instructional Coach/1.0 FTE/ Walnut	08/05/21	D. Buhrman
Amelia Mustion	Second Grade/1.0 FTE/ Seedling Mile	Fifth Grade/1.0 FTE/ Seedling Mile	08/05/21	M. Sears
Michael Persampieri	Elementary Principal/1.0 FTE/ Stolley Park	Special Education Coordinator/ 1.0 FTE plus 6 extended days/ Walnut	08/05/21	S. Haahr
Meghan Roeser	Third Grade/1.0 FTE/ Seedling Mile	English Language Arts/ 1.0 FTE/Walnut	08/05/21	E. Boyle
Kelsey Rouse	First Grade/1.0 FTE/ Shoemaker	Third Grade/1.0 FTE/ Shoemaker	08/05/21	D. Mungroo
Audrey Scott	Integration Specialist/1.0 FTE/ Engleman	Third Grade/1.0 FTE/ Seedling Mile	08/05/21	M. Roeser
Melissa Sears	Fifth Grade/1.0 FTE/ Seedling Mile	English Language Arts/ 1.0 FTE/Walnut	08/05/21	K. Tellus
Katie Soto	Instructional Coach/1.0 FTE/ Senior	Gear Up Academic Coach/ 1.0 FTE/Admin. Bldg	08/05/21	Funded by Gear Up

**Certified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Raydee Swanson	First Grade/1.0 FTE/Lincoln	Kindergarten/1.0 FTE/Howard	08/05/21	J. Dillon
Ashlee Twohig	Fifth Grade/1.0 FTE/ Engleman	English Language Arts/ 1.0 FTE/Walnut	08/05/21	J. Rainforth
Crystal Van Winkle	Skills Academy Licensed Mental Health Practitioner/ Westridge	Skills Academy Licensed Mental Health Practitioner/ Wyandotte	08/05/21	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>
Zachary Saner	Boys/Girls Assistant Swimming/Senior	Boys/Girls Varsity Assistant Swimming/Senior	08/04/21	J. Markvicka
Clinton Simmons	Assistant Track/.50 FTE/ Senior	Assistant Track/1.0 FTE/ Senior	08/04/21	J. Morrow

**Classified Changes**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Cristy Delgado	Paraeducator/.50 FTE/Lunch Monitor/.25 FTE/Starr	Paraeducator/.94 FTE/Starr	05/10/21	B. Schneider
Jessica Esquivel Fernandez	Paraeducator/.28 FTE/Lunch Monitor/.22 FTE/Bilingual Paraeducator/.50 FTE/Howard	Bilingual Paraeducator/ .50 FTE/Howard	04/28/21	Employee request

**Classified Changes (cont.)**

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Rebecca Heidelk	Special Education Paraeducator/.94 FTE/Newell	Special Education Paraeducator/.53 FTE/ Newell/Paraeducator/.38 FTE/ Barr	05/10/21	J. Bartlett
Darlene Polk	Skills Academy Paraprofessional/.94 FTE/ Senior	Special Education Job Coach/ .94 FTE/Workforce Prep Academy	05/05/21	T. Murphy
Carmen Villanueva	Bilingual Paraeducator/ .94 FTE/Howard	Preschool Bilingual Paraeducator/1.0 FTE/Howard	05/04/21	S. Hernandez

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

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

**STAFF ADJUSTMENT**

**Addendum**

June 10, 2021

**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>
Luis Fernández Ruiz	Spanish/1.0 FTE/Senior	08/05/21	MA+45 -11	Universidad de Alcala	J. Lau
Andrea Hermance	First Grade/1.0 FTE/ Shoemaker	08/05/21	BA+09 -07	UNL	K. Rouse
Rhianna Lazaroff	Third Grade/1.0 FTE/Howard	08/05/21	BA-02	UNK	J. Vaughn
James McCartney	Entrepreneurship/1.0 FTE/ Barr	08/05/21	MA-02	Newman University	J. Johnson
MiKayla McVay	Third Grade/1.0 FTE/Jefferson	08/05/21	BA-02	UNK	Approved by Board
Michala Soundy	Academy Experience Liaison/ 1.0 FTE/Senior	08/05/21	BA	UNK	Approved by Board

## Grand Island Public Schools

### Fund Balances

Fiscal Year: 2020-2021

Month: June

Year: 2021

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	\$82,008,556.20	(\$87,462,542.27)	\$0.00	\$20,676,916.48
02	Depreciation	\$1,467,189.42	\$0.00	(\$1,112,616.16)	\$0.00	\$354,573.26
03	Employee Benefit	\$3,109,831.94	\$8,748.38	(\$8,154.51)	\$0.00	\$3,110,425.81
04	Contingency	\$1,056,207.38	\$11,685.61	\$0.00	\$0.00	\$1,067,892.99
05	Activities	\$2,090,257.79	\$988,528.63	(\$1,413,727.25)	\$0.00	\$1,665,059.17
06	School Nutrition	\$1,105,134.25	\$5,898,007.78	(\$4,492,465.59)	\$0.00	\$2,510,676.44
07	Bond	\$7,134,429.57	\$5,740,932.18	(\$6,187,112.01)	\$0.00	\$6,688,249.74
08	Special Building	\$4,679,204.68	\$690,979.18	(\$2,954,373.47)	\$0.00	\$2,415,810.39
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$1,949,826.30	(\$2,133,212.79)	\$0.00	\$665,634.78
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$48,429,307.24	\$97,297,264.26	(\$105,764,204.05)	\$0.00	\$39,962,367.45

End of Report

8457 Internet Safety and Acceptable Use Policy

A. Internet Safety Policy

It is the policy of Grand Island Public Schools to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects within the Nebraska K-12 Language Arts Standards. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

## GRAND ISLAND PUBLIC SCHOOLS

6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online using the GIPS information system.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice and will be reviewed as needed.
8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

### B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following is a non-comprehensive list of unacceptable uses of the technology resources:

- a. **Personal Gain**: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Campaigning**: Technology resources shall not be used, and no person shall authorize its use, for campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

- c. **Technology-Related Limitations:** Technology resources shall not be used in any manner, which impairs its effective operations or the rights of other technology users. Without limitation:
1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in activities to gain unauthorized access to the software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, malware, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- d. **Other Policies and Laws:** Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. **Disclaimer.** The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. **Filter.** A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and authorized IT Department personnel at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

If a student believes that a website has been improperly blocked by technology protection measures used to block and filter Internet access, the following procedures shall be followed:

1. The challenged material will remain as is until a final decision is rendered.
2. At any time in the process where appropriate forms are not filed or appropriate steps are not followed the objection is voided.
3. If a complaint is in writing, the letter should be acknowledged promptly, including an invitation to the complainant to a conference at the school;
4. If the matter cannot be resolved satisfactorily at the school level, the principal shall:
  - a. ask for a "Citizen's Request for Reconsideration of Internet Materials" form (attached);
  - b. offer to send the "Request for Reconsideration" form describing the situation to the associate superintendent for student services;
  - c. send a brief written statement describing the situation to the associate superintendent for student services;
  - d. assure the complainant that they will be contacted promptly by the associate superintendent for student services; and
  - e. explain that the internet materials will not be changed while a decision is pending.
5. Upon receipt of the "Request for Reconsideration" form, the Associate Superintendent for Student Services shall take appropriate action to see that the material is reviewed. If warranted, a meeting of an advisory committee shall be called.
  - a. Committee members may include a student if appropriate, IT staff, teacher, media specialist, parent, and/or BOE member.
  - b. Committee members shall review the internet material in advance of the meeting.
  - c. Committee members shall report their findings to the Associate Superintendent for Student Services.

GRAND ISLAND PUBLIC SCHOOLS

6. Upon receiving the advisory committee's report, the Associate Superintendent for Student Services shall make a decision, notify the complainant by letter and explain any appeal procedures.

Legal Reference: Children's Internet Protection Act, 47 USC § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
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)  
LB 512 (2017).

Policy Adopted: 12-6-99  
Policy Revised: 9-15-05  
Policy Revised: 11-8-07  
Policy Revised: 06.12.2012  
Policy Revised: 12.14.2017  
Policy Revised: 06.14.2018 – Public Hearing  
Policy Revised: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

8457.1 REQUEST FOR RECONSIDERATION OF INTERNET MATERIAL

Complainant:

Name:

Email:

Phone:

Address:

School Building:

Principal:

Date complaint filed:

Internet material in question:

Complaint initiated by:

Telephone:

Address:

Email:

Do you represent Yourself \_\_\_\_\_ Other group or organization \_\_\_\_\_

PLEASE RESPOND TO THE FOLLOWING. USE ADDITIONAL PAPER IF NEEDED.

1. Is the resource part of the curriculum, library collection, or other?
2. Have you read/viewed this material in its entirety?
3. To what in the material do you object? (Please be specific)
4. What do you feel might result from the use of this material?
5. What would you like your school to do about this material?
6. What material would you recommend?
7. Do you desire to meet with the Materials Review Committee to discuss this material?
  - a. Yes\_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

\_\_\_\_\_  
Date

PLEASE SUBMIT THIS FORM TO THE BUILDING PRINCIPAL

## 2215 BOARD MEMBERSHIP

### **Board Member Election**

The annual school board election takes place on the first Tuesday after the first Monday in November. Terms shall be staggered so that at least three board members are elected at each general election. Members of the board will be elected by Ward A, B, or C.

Incumbents must file for election at the Office of the County Clerk, Hall County, by February 15 prior to the date of the general election. All other candidates must file for election by March 1 (dates are adjusted if it falls on a weekend).

If a vacancy occurs on the board it may be temporarily filled by appointment within 45 days of the vacancy by the remaining members of the board ([Policy 2311 BOARD MEMBER VACANCIES](#)). The remainder of the unexpired term shall be filled by the usual ~~normal~~ board member election process in the next general election. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of state will call a special school district election to fill the vacancies.

### **Qualifications**

Persons wanting to run for a position on the board must be a resident of the school district, an eligible elector of the district, and free from a financial conflict of interest with the position. No member of a school board may be employed as a teacher by the school district on which board he or she serves.

In addition to the legal and residency requirements for running for election as a member of the Grand Island Public Schools Board of Education, members of the Board of Education have a genuine interest in and devotion to public education, a willingness to give time and effort to the work, a capacity for understanding people, and the ability to work cooperatively with others. No person shall file for office, be nominated, elected, or serve as a member of the School Board unless he or she is a registered voter of the district and ward.

### **Term of Office**

Board members nominated by primary election and elected by general election will serve for four years. Board members appointed to fill a vacant position will serve until the January following the next general election.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

Legal reference:Neb. Statute 32-501 et seq.  
79-543, 544  
32-543

Cross Reference: GIPS Policy 2311 BOARD MEMBER VACANCIES

Policy Adoption: 04.10.2014

Policy Review: ???.???.??

## GRAND ISLAND PUBLIC SCHOOLS

### 2311 BOARD MEMBER VACANCIES

The Grand Island Public Schools Board of Education will address any vacancy that may occur in their number. A vacancy occurs upon the happening of any one of the following events at any time before the expiration of a board member's term of office:

- resignation of the incumbent;
- death of the incumbent;
- removal of the incumbent from office;
- decision of a competent tribunal declaring the office of the incumbent vacant;
- incumbent ceasing to be a resident of the school district;
- failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified;
- the candidate who received the highest number of votes is ineligible, disqualified, deceased, or for any other reason unable to assume the office for which he or she was a candidate;
- conviction of a felony or of any public offense involving the violation of the oath of office of the incumbent, or
- unless excused by a majority of the remaining members of the board, when a member is absent from the school district for a continuous period of sixty days at one time or from more than two consecutive regular meetings of the board.

#### *Unexcused Absences*

Absences from board meetings will be counted as excused if the board member has notified the superintendent or board president prior to the meeting that the member is not able to attend. In the case of an unplanned absence, the absence will still be excused if the member notifies the superintendent or board president within 24 hours following the meeting that the member wishes to have the absence allowed as "excused". Absences not so notified, and any absences following two consecutive excused or unexcused absences will be counted as unexcused unless the board, by majority resolution, votes at the regular meeting in which the absence occurs to specifically count it as an excused absence. Following any regular meeting at which a member is recorded as having a second consecutive unexcused absence, the board president will notify that member of the situation in writing.

#### *Filling a vacant Board position*

The resignation of a board member or any other reason for a vacancy shall be made a part of the minutes of the school board. The school board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term (a) in writing to the election commissioner or county clerk and (b) by a notice published in a newspaper of general circulation in the school district. A vacancy in the membership of the school board resulting from any cause other than the expiration of a term shall be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. The registered voter appointed shall meet the same requirements as the member whose office is vacant. If the school board fails to fill a vacancy on the board, the vacancy may be filled by election at a special election or school district meeting called for that purpose. Such election or meeting shall be called in the same manner and subject to the same procedures as other special elections or school board meetings.

The board will post the vacant position and request applications for the vacant position. Interviews will take place before the full board in open session with questions developed by the board. After a

## GRAND ISLAND PUBLIC SCHOOLS

nomination has been made by a motion and a second, and then discussion; the board will vote by roll call vote in open session until a single candidate is identified.

Unless otherwise provided by law, all vacancies shall be filled within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden.

Legal Reference:                   Neb. Rev. Stat. §32-560  
  Neb. Rev. Stat. §32-570  
  Neb. Rev. Stat. §32-574  
  Neb. Rev. Stat. §84-1410(1)(f)

**Guidelines for Filling a Board Vacancy (attached)**

Policy Adopted 3/1/76

Policy Revised 7/8/91

Policy Revised 4/1/96

Policy Revised: 12.14.2017

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

2311.1 - Board Vacancy Procedures

**Vacancies Appointment**

To carry out the appointment process as described in law,

1. The board may appoint someone to fill the vacancy and/or open the process to applications by the board president/superintendent issuing a notice of vacancy to the Election Commissioner's office and local news media.
2. The board then issues a request and accepts applications from interested and qualified registered voters of the district and/or vacant ward.
3. The notice should reflect an appropriate deadline for applications to be submitted to the board, and a timeline and description of how the vacancy will be filled.

**Applications**

1. A fillable online form (also can be delivered in person or mailed) is made available. [Applicant Form](#)
2. Applications have to be received by the set deadline 4:30pm (central time)
  - a. By email
  - b. By mail (must be in the administration office by deadline; not just postmarked)
  - c. Delivered in person
3. Hall County Election Commissioner needs to validate all applicants are qualified applicants for the ward(s) with the vacancy.
4. Each applicant will be notified of their time for interview.

**Questions**

1. Each board member will ask one question (one board member will ask two). [Applicant Questions](#)
2. The questions need to be asked in the same manner for each applicant to insure consistency in the interview process.
3. The Board President will start with the ice breaker and handle the wrap up.
4. The Wrap up will include additional information about the November election and how it will impact the appointment.

**Nomination and Elections**

1. Prior to the interviews, the BoE members will have a workshop to discuss the questions and rubrics -- emphasize -- rubrics are not shared with anyone else.
2. After all interviews, the President will call for nominations. Any board member can nominate an applicant...there is a potential for multiple nominations (each board member can nominate a different candidate). A second is required for each nomination.
3. If an applicant is nominated by a Board member, no other Board member needs to nominate the same applicant.
4. Once all nominations are made, the President will call for a close of nominations.
5. Discussion will occur -- focusing on positive aspects of the nominees.
6. The board will vote by roll call vote in open session and the nominee receiving the most yes votes will be appointed to the vacant
7. The Board President will call the applicant with the most yes votes and confirm they are still interested in being on the board. If yes, the appointment is complete. If no, the Board of Education will need to vote again.
8. The newly appointed Board member will take the oath of office at the next regularly scheduled Board of Education meeting.

GRAND ISLAND PUBLIC SCHOOLS

Adopted: ???.???.??

### 3210 SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, AND APPOINTMENT

The Grand Island Public Schools Board of Education shall employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The Board shall consider applicants that meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board shall consider the qualifications, credentials and records of the applicants without regard to 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. ~~to race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status.~~ The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board shall also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

Legal Reference:

29 U.S.C. §§ 621-634 (1994)

42 U.S.C. §§ 20000e et seq. (1994)

Policy Adopted 10/4/76

Policy Revised 2/10/92

Policy Revised: 6.11.2015

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

NEBRASKA DEPARTMENT OF EDUCATION  
AGREEMENT ROUTING/APPROVAL FORM  
(SEE ADMINISTRATIVE MEMO #114)

Name of Other Party (or parties) entering into the agreement with NDE:

St. Francis Medical Center, d/b/a CHI Health St. Francis ("St. Francis Medical Center"), Grand Island Public Schools, the State of Nebraska Department of Education (NDE) through its Vocational Rehabilitation (Nebraska VR) Program, the Nebraska Commission for the Blind and Visually Impaired (NCBVI), the Assistive Technology Partnership (ATP), and the DHHS Division of Developmental Disabilities.

Have there been any contracts, grants or purchases involving NDE and any of the other parties that began within the same State fiscal year as this agreement?  Yes  No

If yes, list contract #'s and amounts below or on an attached page:

<u>Contract, Grant, or Purchase #</u>	<u>Amount</u>
(1) <b>Originating Staff Member</b>	SIGNATURE <u>Lindsay Brown</u> <small>Lindsay Brown (May 7, 2021 08:20 CDT)</small>
	DATE <u>May 6, 2021</u>
(2) <b>Leadership Council Member or Commissioner's Designee (LCM or CD)</b>	SIGNATURE <u>Lindy Foley</u> <small>Lindy Foley (May 6, 2021 08:40 CDT)</small>
	DATE <u>May 6, 2021</u>

a) **I have notified the Commissioner and Deputy Commissioner by e-mail of the intent to enter into this agreement and have attached a copy of the e-mail to this form.** LF (LCM or CD Initial)

b) **Sufficient legal authority exists to enter into this agreement.** LF (LCM or CD Initial)

(3) <b>General Counsel Review</b>	SIGNATURE <u>Philip Deery</u> <small>Philip Deery (May 6, 2021 09:25 CDT)</small>	DATE <u>May 6, 2021</u>
(4) <b>Fiscal Review</b>	SIGNATURE <u>Steve Bauers</u> <small>Steve Bauers (May 6, 2021 10:41 CDT)</small>	DATE <u>May 6, 2021</u>

**SPECIFIC COMMENTS\* (Attach additional pages as necessary) INITIAL/DATE**

(5) <b>LCM or CD (Final review)</b>	SIGNATURE <u>Lindy Foley</u> <small>Lindy Foley (May 6, 2021 08:40 CDT)</small>	DATE <u>May 6, 2021</u>
(6) <b>Commissioner/Deputy Commissioner</b>	SIGNATURE <u>Steve Milliken</u> <small>Steve Milliken (May 14, 2021 12:43 CDT)</small>	DATE <u>May 14, 2021</u>

(Approval required for an agreement with another state or federal agency)

-----**Information Below to be completed by Administrative Services**-----

Commissioner/Deputy Commissioner Signature Required (if agreement is with a state or federal agency or foreign country):

Yes  No

**From:** "Hancock, Amy" <amy.hancock@nebraska.gov>  
**Date:** Monday, April 26, 2021 at 9:33 AM  
**To:** "Blomstedt, Matt" <Matt.Blomstedt@nebraska.gov>, "Milliken, Steve" <Steve.Milliken@nebraska.gov>  
**Cc:** "Foley, Lindy" <lindy.foley@nebraska.gov>  
**Subject:** Intent to enter Project SEARCH agreement per AM#114

Hello,

Nebraska VR intends to enter into an agreement with the following partners to execute a Project SEARCH program during the 2020-2021 school year:

St. Francis Medical Center, d/b/a CHI Health St. Francis  
Grand Island Public Schools  
DHHS- Developmental Disabilities Services  
Nebraska Commission for the Blind and Visually Impaired  
NDE- Nebraska VR and ATP

Dates: The effective date of this Agreement will be August 1, 2021 to July 31, 2022.

**Amy Hancock**

Program Funding Specialist

Nebraska Department of Education- Nebraska VR

500 South 84<sup>th</sup> Street, 2<sup>nd</sup> Floor

Lincoln, NE 68510-2611

Cell: 402-405-6561

Email: [amy.hancock@nebraska.gov](mailto:amy.hancock@nebraska.gov)

Website: [www.vr.nebraska.gov](http://www.vr.nebraska.gov) | Facebook: [www.facebook.com/NebraskaVR](https://www.facebook.com/NebraskaVR)

Twitter: [www.twitter.com/NebraskaVR](https://www.twitter.com/NebraskaVR) | LinkedIn: <https://www.linkedin.com/company/nebraska-vr---vocational-rehabilitation>

**Agreement of Project SEARCH Program Roles and Responsibilities**  
***Saint Francis Medical Center of Grand Island, Nebraska–***  
***Project SEARCH Academy***  
***2022-2022 School Year***

The Parties to this Agreement are St. Francis Medical Center, d/b/a CHI Health St. Francis (“St. Francis Medical Center”), Grand Island Public Schools, the State of Nebraska Department of Education (NDE) through its Vocational Rehabilitation (Nebraska VR) Program, the Nebraska Commission for the Blind and Visually Impaired (NCBVI), the Assistive Technology Partnership (ATP), and the DHHS Division of Developmental Disabilities.

**Core Model Components:**

The parties to this agreement understand and agree to the following “core model components”. Project SEARCH is an international trademarked and copyrighted program model. The sole definition of a successful outcome is competitive employment in an integrated setting for each Project SEARCH intern. Project SEARCH is a business-led program. True collaboration among partner agencies is essential and requires a willingness among partner organizations to share resources and adapt policies and procedures. The program focus is on serving young adults with a variety of disabilities. Program participants experience total immersion in the workplace. Data is submitted to national Project SEARCH. Program activities are tied to federal IDEA (2004) indicators as specified on the national Project SEARCH website (projectsearch.us). Each program maintains a licensing agreement with national Project SEARCH.

**I. Purpose.**

The parties to this Agreement will collaborate and cooperate to create a Project SEARCH Transition program for students ages 18-21 years at Saint Francis Medical Center for students with developmental disabilities, and foster and facilitate the acquisition of jobs by individuals with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled, “*Saint Francis Medical Center of Grand Island, Nebraska-Project SEARCH Academy*”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

**II. Roles and Responsibilities.** The parties agree to the following roles and responsibilities.

**A. Saint Francis Medical Center will:**

- a. Provide classroom space with access to audiovisual equipment, small tables to be used for student-work areas, chairs, locked storage space for student files and access to wireless internet, telephone, fax and photocopy equipment.
- b. Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, attend periodic meetings to discuss/evaluate program

progress and work with the instructor and worksite skills trainer to reinforce workplace rules.

- c. Develop a minimum of five (5) intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate analysis of those sites for the Project SEARCH staff.
- d. Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- e. Provide badges and parking access for Project SEARCH staff.
- f. Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations.
- g. Provide access to conference space for Open Houses, Advisory Team meeting and monthly parent/staff meetings.
- h. Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise.
- i. Partner with Grand Island Public School District and Nebraska VR to establish student eligibility guidelines and select students for the program as a participating partner of the *Saint Francis Medical Center of Grand Island, Nebraska Project SEARCH Academy Advisory Committee*.
- j. Attend regular Advisory Team meetings with members from the Parties to the Agreement to discuss and evaluate program progress.
- k. Liaise with Nebraska VR Project SEARCH statewide liaison for technical assistance, data collection and other issues related to model integrity.
- l. Provide students with Project SEARCH/St. Francis Medical Center logo-uniform shirts or other required uniform items at the start of the school year and Nebraska VR will reimburse St. Francis Medical Center after being invoiced for the cost.
- m. Complete immunizations and/or background checks for the interns and Nebraska VR will reimburse Saint Francis Medical Center after being invoiced for the cost.
- n. St Francis Medical Center will, prior to making any purchases, will let Nebraska VR/NCBVI know:
  - o what the student needs to participate in Project SEARCH, e.g. uniforms, immunizations, and TB tests, and background checks
  - o The estimated cost

**B. Grand Island Public Schools will:**

- a. Provide a 1.0 FTE Special Education instructor with transition/work-based learning expertise and experience to coordinate/teach the program.
- b. Develop and provide curriculum and instructional materials that encompass employability skills, functional academics, transition, job development and job readiness.
- c. Assist Saint Francis Medical Center on development of intern work sites, and coordinate and monitor intern activities.
- d. Facilitate intern recruitment activities.
- e. Partner with Saint Francis Medical Center and Vocational Rehabilitation to establish student eligibility guidelines and select students for the program as a participating partner of *Saint Francis Medical Center of Grand Island, Nebraska Project SEARCH Academy Advisory Committee*.
- f. Provide travel training for students as necessary before program begins.
- g. Provide necessary classroom supplies (binders, pencils, materials, lamination, Velcro, etc.) to support curriculum development and student learning.
- h. Provide expertise in adaptations and accommodations, and implement as necessary.
- i. Insurance: Grand Island Public Schools will provide protection for the negligence of their school district or any other person or organization that their school district is obligated to provide insurance for, as well as all officials, board members, employees or volunteers while acting within the scope of their duties on behalf of the district. Neither GIPS nor Saint Francis Medical Center will provide worker's compensation coverage for the student, as they are not an employee of the district or the business.
- j. Provide travel reimbursement to teachers for home visits, public relations work, job development, etc.
- k. Provide additional support for students if necessary, such as speech-language occupational therapy, assistive technology, transportation.
- l. Coordinate regular student/family meetings to discuss and evaluate program progress.

- m. Provide technology support (i.e., printer, etc.) for use by students and staff in order that all students can best access the curriculum and teachers are able to provide authentic vocational learning/training opportunities.
- n. Liaise with Nebraska VR Project SEARCH statewide liaison for technical assistance, data collection and other issues related to model integrity.
- o. Assist with public relation activities to promote *Saint Francis Medical Center of Grand Island, Nebraska Project SEARCH Academy*.
- p. Attend regular Advisory Team meetings with members from the Parties to this Agreement to discuss and evaluate program progress.
- q. Secure relationship with Vocational Rehabilitation for each student to allow for partial funding of worksite skills trainer/s and job development.
- r. Maintain a worksite skills trainer to support the student on a daily basis during their experience.
- s. Bill Nebraska VR in October of the current year for expenses incurred (worksite skills trainer/s) in August/September.
- t. Maintain student IEPs and adhere to all federal/state/district regulatory program compliance; collect data on student outcomes and report to all partners on an annual basis.
- u. Assume administrative and financial responsibility for the Project SEARCH licensing agreement on an annual basis.
- v. Comply with all requirements of the laws and regulations of the Individuals with Disabilities in Education Act (IDEA), the Family Educational Rights and Privacy Act (FERPA) and state laws concerning confidentiality and disclosure of personally identifiable student information prior to disclosing any such information regarding any student in furtherance of the activities of this Agreement.

**C. Nebraska Vocational Rehabilitation will:**

- a. Potentially provide funding to support the salary and benefits of worksite skills trainer/s for the *Saint Francis Medical Center of Grand Island, Nebraska -- Project SEARCH Academy*, not to exceed \$25,000 annually. Any such funding would only be provided pursuant to the terms of a separate contract that may be negotiated and signed by Grand Island Public Schools and NDE. Funding during the school year would support worksite skills trainer/s and related resources

(student uniform shirts, non-skid shoes, student background checks, and immunizations).

- b. Partner with the Grand Island Public and Saint Francis Medical Center to establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.
- c. Attend regular Advisory Team meetings with members from the Parties to this Agreement to discuss and evaluate program progress.
- d. Participate in public relations activities to promote Project SEARCH and assist with student recruitment activities.
- e. Provide staff to ensure that program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program.
- f. Provide job development and pre-employment transition services to students.
- g. Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses.
- h. Assist with curriculum development and work site rotation planning.
- i. Provide travel training for students as necessary before program begins.
- j. Reimburse Saint Francis Medical Center for the cost of student Project SEARCH business-uniform shirts at the start of every school year after being invoiced for the cost.
- k. Reimburse Saint Francis Medical Center for background checks and/or immunizations after being invoiced for the cost.
- l. Liaise with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

**D. Nebraska Commission for the Blind and Visually Impaired will:**

- a. Potentially provide funding to support the salary and benefits of worksite skills trainer/s for the "*Saint Francis Medical Center of Grand Island, Nebraska -- Project SEARCH Academy*, not to exceed \$25,000 annually. Any such funding would only be provided pursuant to the terms of a separate contract that may be negotiated and signed by Grand Island Public Schools and NDE. Funding during the school year would support worksite skills trainer/s and related resources

(student uniform shirts, non-skid shoes, student background checks, and immunizations).

- b. Provide expertise in adaptations and accommodations, and implement as necessary.
- c. Partner with Saint Francis Medical Center and Nebraska VR to establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- d. Provide education and training to Saint Francis Medical Center employees regarding supporting people with disabilities in the workplace as necessary.
- e. Attend regular Advisory Team meeting with members from the Parties to this Agreement to discuss and evaluate program progress.
- f. Participate in public relation activities to promote the Project SEARCH program.
- g. Liaise with Nebraska VR Project SEARCH statewide coordinator as needed.

**E. Assistive Technology Partnership will:**

- a. Provide expertise in adaptations and accommodations, and implement as necessary.
- b. Partner with the Saint Francis Medical Center, and Nebraska VR to establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- c. Provide education and training to Saint Francis Medical Center employees regarding supporting people with disabilities in the workplace as necessary.
- d. Attend regular Advisory Team meetings with members from the Parties to this Agreement to discuss and evaluate program progress.
- e. Participate in public relation activities to promote the Project SEARCH program.
- f. Liaise with Nebraska VR Project SEARCH statewide coordinator as needed.

**F. Nebraska Department of Health and Human Services, Division of Developmental Disabilities will:**

- a. At the request of the individual who qualifies for Developmental Disability (DD) services, funded by the Division of Developmental Disabilities (DDD), and are identified as transitioning to adult DD services, participate as a team member with

other partners to identify intern work sites and evaluate job satisfaction and appropriateness based on student's preferences.

- b. Participate in the education and training provided Saint Francis Medical Center employees regarding Developmental Disability services, specifically those that are employment related.
- c. Assign a local service coordination supervisor to participate as a partner of the Advisory Committee who will assist the Grand Island Public School District, Vocational Rehabilitation and Saint Francis Medical Center with the initial planning and organization of the project, assist in establishing student eligibility guidelines, and selecting students for the program. In addition, a service coordination supervisor will attend regular Advisory Team meetings with members from the Parties to this Agreement to discuss and evaluate program progress.
- d. Participate in public relation activities to promote the Project SEARCH program.
- e. Liaise with Nebraska VR Project SEARCH statewide coordinator as needed.

### **III. Measurable Objectives**

All Parties will work collaboratively to:

- Provide internship opportunities for a minimum of 5-12 student participants with developmental disabilities per year and provide employment opportunities when available to people with disabilities whenever possible, at the close of that time period.
- Provide support necessary to maximize success of the program participants.
- Continue to develop a minimum of five (5) intern work sites during the first school year of the program, and continue to develop work sites as the program progresses.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations per semester.

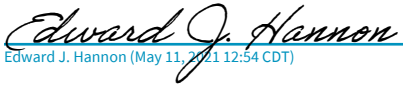





### **IV. Period of Agreement:**

The effective date of this agreement will be August 1, 2021 (or the date when all Parties have signed, whichever is later) to July 31, 2022.

### **V. Relationship of Parties:**

- No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.
- This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

## SIGNATURES

 <small>Edward J. Hannon (May 11, 2021 12:54 CDT)</small>	May 11, 2021	
Signature Saint Francis Medical Center	Date	
 <small>Robin R. Dexter (May 14, 2021 12:40 CDT)</small>	May 14, 2021	
Signature Grand Island Public School District	Date	
 <small>Lindy Foley (May 6, 2021 08:40 CDT)</small>	May 6, 2021	
Signature NDE- Nebraska Vocational Rehabilitation	Date	
	Date 05.10.2021	
Signature Nebraska Commission for the Blind and Visually Impaired		
 <small>Tobias Ott (May 7, 2021 14:14 CDT)</small>	May 7, 2021	
Signature Nebraska Assistive Technology Partnership	Date	
 <small>Jennifer Perkins (May 7, 2021 13:13 CDT)</small>	May 7, 2021	
Signature Nebraska DHHS Division of Developmental Disabilities	Date	











# Project Search Grand Island/St. Francis MOU 81006

Final Audit Report

2021-05-14

Created:	2021-05-11
By:	Denise Thege (denise.thege@nebraska.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdGZgxIXWMSF_webYLr1flif3oFqRKmWJ

## "Project Search Grand Island/St. Francis MOU 81006" History

-  Document created by Denise Thege (denise.thege@nebraska.gov)  
2021-05-11 - 2:12:01 PM GMT- IP address: 164.119.5.88
-  Document emailed to Edward J. Hannon (ehannon@sfmtc-gi.org) for signature  
2021-05-11 - 2:13:11 PM GMT
-  Email viewed by Edward J. Hannon (ehannon@sfmtc-gi.org)  
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-  Document e-signed by Edward J. Hannon (ehannon@sfmtc-gi.org)  
Signature Date: 2021-05-11 - 5:54:15 PM GMT - Time Source: server- IP address: 160.76.8.1
-  Document emailed to Robin R. Dexter (rdexter@gips.org) for signature  
2021-05-11 - 5:54:17 PM GMT
-  Email viewed by Robin R. Dexter (rdexter@gips.org)  
2021-05-14 - 5:16:13 PM GMT- IP address: 66.249.84.81
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Signature Date: 2021-05-14 - 5:40:01 PM GMT - Time Source: server- IP address: 47.27.175.156
-  Document emailed to Steve Milliken (steve.milliken@nebraska.gov) for signature  
2021-05-14 - 5:40:02 PM GMT
-  Email viewed by Steve Milliken (steve.milliken@nebraska.gov)  
2021-05-14 - 5:43:23 PM GMT- IP address: 68.13.131.166
-  Document e-signed by Steve Milliken (steve.milliken@nebraska.gov)  
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## GRAND ISLAND PUBLIC SCHOOLS JOB DESCRIPTION

Position Title: Early Childhood Community and Family Outreach Coordinator

Job ID #:

Assignment: Early Childhood Education

Reports to: Amy Richards, Director of Early Childhood Education

Funding: Full Service Community School (FSCS) Grant

### PURPOSE:

The Community and Family Outreach Coordinator provides opportunities for students and families in collaboration with businesses, organizations and other community agencies in a way that positively supports student success, engages families, builds relationships and fosters school-community partnerships.

### Essential Functions:

1. Work together with students, parents, school personnel, community agencies and others to increase attendance and help make school a successful and relevant experience for students
2. Support implementation of district, school and community goals through the development of key partnerships with school personnel and community collaboratives in order to ensure school-based services are understood and widely available
3. Regular collaboration with school leadership and staff, and H3C team efforts
4. Utilize principles of Collective Impact to support the FSCS approach
5. Assist all partners in their growth and learning related to the FSCS approach
6. Build strong relationships with school partners and diverse community stakeholders, and identify opportunities for them to *align services* critical to school and community needs
7. Coordinate wrap-around services in response to student & family needs (individual and school); specifically through the school's existing resources and partnerships and by engaging additional needed partners
8. Support student transition times (e.g. from grade-to-grade and school-to-school)
9. Connect in meaningful ways with families through various means to ensure their voices are heard and needs are being identified and met
10. Lead or participate in family engagement events with the school and community partners
11. Coordinate educational opportunities for families related to academics, basic life skills or other identified needs
12. Manage and assist with volunteer and community events representing the school & community collaborative work
13. Gather, analyze, and use data to inform site based FSCS team decisions and keep meetings results-focused
14. Set and work toward established FSCS goals with the school-based site team
15. Develop systems and structures for tracking accurate program reporting and audits and complete administrative duties to assist with management of the FSCS grant
16. Plan and facilitate Community Cafes
17. Ensure the execution of services, courses, and/or educational opportunities that are culturally responsive

18. Ensure effective use of technology to maintain transparency of communication-i.e. website, email communications, newsletters, social media

Other Responsibilities:

1. Other duties as assigned

Position Requirements:

1. Bachelor's degree in Social Work.
2. Excellent communication skills required, with preference for bi-lingual, Spanish speaking candidates.
3. Excellent interpersonal skills, ability to establish trust and rapport with at-risk students and their families.
4. Established work hours and schedule are based on the needs of the community school site. Week-end and evening hours will be required as necessary to accommodate programming, committee meetings and other special events.
5. Confidentiality of information is required.

This is a grant funded position with funding coming initially from the Nebraska Department of Education and Nebraska Children and Families Foundation.

Experience Requirements:

1. Two – three years of social work or family engagement experience preferred.

Working Conditions:

1. Inside and Outside
2. Climatic Environment: Travel between buildings, or to meetings will require exposure to weather conditions.
3. Hazards: Minimal

Physical Requirements:

	<b>Never</b> <b>0%</b>	<b>Occasional</b> <b>1-32%</b>	<b>Frequent</b> <b>33-66%</b>	<b>Constant</b> <b>67%+</b>
A. Standing			X	
B. Walking		x		
C. Sitting		X		
D. Bending/Stooping		X		
E. Reaching/Pushing/Pulling		X		
F. Climbing		X		
G. Driving		X		
H. Physical Tasks				
I. Lifting <u>40 lbs. Max</u>		X		
J. Carrying <u>50 Ft.</u>		x		
K. <u>Manual Dexterity Tasks</u> : Sedentary    Light <u>Medium</u> Heavy    Very Heavy				

# 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:** Full Service Community School (FSCS)

**Submitted By:** Robin Dexter

**Date:** June 10, 2021

## 1. What is the identified need?

GIPS identified the need to expand early childhood education and community schools in the strategic plan and we need a coordinator to lead and implement the FSCS approach. FSCS supports family engagement, health services, and expanded learning opportunities for children and families.

## 2. Administrative Rationale for BOE Agenda Item (connect to Strategic Plan Objectives/Success Measures)

- Increased percentage of incoming kindergartners having participated in a high-quality early childhood education experience.
- Decreased percentage of students who are absent 15 or more days as reported by NDE.
- Increased percentage of students self-reporting growth mindset, self-efficacy, self-management, and social awareness

## 3. Proposed Action

Implement FSCS at Early Childhood Education sites

## 4. Data/Research Assessed

The Nebraska Department of Education and Nebraska Children and Family Foundation are partnering to provide funding and support to implement and sustain Full-Service Community Schools (FSCS) in 4 selected communities. These communities will have a strong Community Collaborative with connections to the school system. This process is designed to engage in a collective partnership to develop the FSCS approach beginning in the fall of 2021. Allocated funds would provide support for the planning, implementation, and operation of Full-Service Community Schools that improve the coordination, integration, accessibility, and effectiveness of services for children and families. Full-Service Community Schools provide comprehensive academic, social and health services for students, students' family members, and community members that will result in improved educational outcomes for children.

## 5. Stakeholder Group(s) Involved

L4L, Early Childhood Education Coordinator, Hall Co Community Collaborative, Cabinet, NDE

## 6. Summary

The Full-Service Community School approach will be implemented in GIPS Early Childhood Education programs at the O'Connor Learning Center, Howard, Lincoln and Starr. This approach will implement the following types of services in the first year.

- Family Engagement
- Medical, Dental, Mental Health and Social Services
- Expanded Learning opportunities for families and children

## 7. Fiscal Impact

**Amount:** \$150,000 each year for 2 years

**Source:** NDE/NCFF

**Details:** 2 year grant with the opportunity to extend

## 8. Person(s) Responsible for Implementation

Robin Dexter and Amy Richards

## 9. Implementation Plan

### ▲ Monitor/ Evaluate

**Actions:** 1) Grantee outside evaluator

**Timeline:** 1) 2 years with the opportunity to extend

### ▲ Board Report/Follow-Up

**Actions:** Grant report

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



# Full-Service Community Schools

## Application Form Cover Page

<b>Name of Community Collaborative</b>
Hall County Community Collaborative, Inc.

<b>Address of Organization</b>
P.O. Box 5131, Grand Island, NE 68802-5131

<b>Executive Director/Collaborative Coordinator</b>	
Julie Nash	
<b>Email</b>	<a href="mailto:executivedirector@h3cne.org">executivedirector@h3cne.org</a>
<b>Phone Number</b>	(308) 930-9038

<b>Contact Person (if not Executive Director)</b>	
<b>Name</b>	
<b>Title</b>	
<b>Email</b>	
<b>Phone Number</b>	

<b>Collaborative Board Representative Signature</b>	<i>Randy See</i>
<b>Date</b>	May 20, 2021

<b>Collaborative Coordinator Signature</b>	<i>Julie Nash</i>
<b>Date</b>	May 19, 2021

<b>School District Representative Signature</b>	<i>Robin R. Dexter</i> <small>Robin R. Dexter (May 19, 2021 15:45 CDT)</small>
<b>Date</b>	May 19, 2021



# Full-Service Community School Application

**PROPOSAL SUMMARY – Half page, maximum.**

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Hall County Community Collaborative (H3C) exists to facilitate the assessment, design, planning, implementation and evaluation of community-based services and systems. H3C itself does not typically provide services as this would duplicate the role of members. Rather, the assessment and planning processes assist in accessing new collaborative resources to fill gaps and for members to align their resources toward common goal of a safe, healthy & thriving community for children and families. Our goal is obtained through a collective impact model of a common agenda, shared measurement, mutually reinforcing activities, and continuous communication in four focus areas; 11-24, Behavioral Health, Birth – 11, and Community Response to strengthen protective and promotive factors that can prevent families and young people from unnecessary entry or re-entry into higher-end systems of care. General membership provides the overall direction to the activities of H3C through strategic planning, serving on committees, as buddies to lived experience experts, and attending meetings. Members work collaboratively together to identify linkages, actions, skills, and resources which are used to implement or enhance healthy communities through prevention systems and plans.

Grand Island Public Schools (GIPS) has been part of the collaborative learning community addressing barriers and finding solutions since 2006 which included current members of the collaborative that formally became a non-for-profit 501(c)(3) in 2014 under the H3C name. Grand Island Public Schools partners with the collaborative on each of the focus areas listed above in addition to housing the collaborative Executive Director and Early Childhood Coordinator in their administration building. Shared decision making for the benefit of children and families is already embedded in this partnership and will continue with the Full-Service Community school approach.

H3C and GIPS operate under the philosophy that prevention, education and opportunities for children and families will lead to equitable access to services and programs, improved child outcomes and increased family engagement. These funds will allow the opportunity to create authentic family engagement, eliminate barriers, like transportation, for access to services and programs for families as they will be provided onsite all while offering a high-quality, rigorous, developmentally appropriate learning opportunities for students.



**NARRATIVE** – Five pages, maximum.

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## Background

*A brief description of its history and mission and the connection to the school system:*

Hall County has been working together as a community since 2006 to focus on the development of collaborative leadership skills and addressing community barriers to collaborations and systems. Between 2006 and 2014, Hall County joined together with Juvenile Justice and Violence Prevention groups to reduce meetings and increase collaboration opportunities. This move adopted the Collective Impact philosophy into the and in 2014 Hall County formed Hall County Community Collaborative as a not-for-profit 501(c)(3) that create a structure for sustainability. It was at that time that the formal vision of creating a safe, healthy, and thriving community for children and families was instituted.

As mentioned previously Grand Island Public Schools (GIPS) has been part of the collaborative learning community addressing barriers and finding solutions since 2006. Grand Island Public Schools partners with the collaborative on each of the focus areas listed above in addition to housing the collaborative Executive Director and Early Childhood Coordinator in their administration building and having employees as part of the Board of Directors. Shared decision making for the benefit of children and families is already embedded in this partnership and will continue with the Full-Service Community school approach.

*The need or problem that your Community Collaborative works to address, and the population you serve, including geographic location, socioeconomic status, race, ethnicity, gender, sexual orientation, age, physical ability, and language.*

H3C through the collective impact model addresses the following needs or problems through four subcommittees and general membership in Franklin, Hall, Hamilton, Harlan, Howard, Kearney, Merrick, and Phelps counties. 11-24 subcommittee is facilitated by the Director of Hall County Community Services and garners stakeholders to work together to coordinate community efforts to enhance the prevention, early intervention, and intervention systems of care for youth 11 to 24 and for families. The Behavioral Health subcommittee is facilitated by the Executive Director of Central Nebraska Council on Alcoholism and Addictions and implements, sustains, and expands initiatives and trainings that improve positive emotional health and connect a culturally, inclusive, linguistically sensitive community-based prevention system with an array of resources that address the determinant of health to minimize behavioral health problems for children and families. The Birth – 11 subcommittee is facilitated by the Chief of Strategic Partnerships and Stakeholder Engagement for Grand Island Public Schools and leads and supports Hall County's diverse early learning community and improves access to high quality programs and experiences for all families and children ages 0-11. The Community Response subcommittee is facilitated by the Central Navigator and leads and supports the system of resources and services for children, youth, and families to strengthen and build protective and promotive factors that can prevent families and young people from unnecessary entry or re-entry into higher-end systems of care. H3C is committed to engaging lived experience experts at every level of the organization and has created a Creating Inclusive Communities Task Force to address issues of equity in Hall County.

*Current support services and partnerships accomplishments. Please emphasize the achievements of the recent past.*



Your collaboratives relationships, both formal and informal, with other organizations working to meet the same needs or providing similar services.

H3C relationships span many organizations that come together around quality early childhood experiences for children and families. They include:

All Belong to Christ Daycare	Cathedral Daycare	CEDARS Youth Services
Center for Rural Affairs	Central Community College	Central District Health Dept.
Central NE Child Advocacy Ctr.	Cherry Park Creative Corner, LLC	Circle of Security Facilitators
City of Grand Island – Public Library	Community Participants – Individuals	Crisis Center
Dept of Health & Human Services	Educational Service Unit #10	Family First Academy
First Five Nebraska	Grand Island Public Schools	GIPS Early Learning Center
Hall County Housing Authority	Head Start Child & Family Development Program	Healthy Blue NE
Heartland CASA	Heartland Workers Center	Heartland United Way
Home Child Care Providers	Hope Harbor	Infant/Toddler Initiative
Literacy Council of Grand Island	Lived Experience Experts	Mid-Plains Center for Behavioral Health
Multicultural Coalition	Nebraska Children Staff & Consultants	Nebraska Children’s Home Society
Region 3 Behavioral Health Services	Rooted in Relationships	Sixpence and Sixpence CCP
Stick Creek Kids	Teaching Tree of Grand Island	The Little Cardinals
University of Nebraska-Extension	Wholeness Healing	YMCA
YWCA of Grand Island		

**Funding Request** – Briefly describe how funds will be used to begin the FSCS approach.

Please explain how partners will collaborate to promote and develop a FSCS approach including:

A statement of its primary purpose and the need or problem that you are seeking to address. Utilize local data that might support this need (s).

GIPS is in the city of Grand Island in Hall County, Nebraska. With a population of 48,520. Grand Island is the fourth largest town in the state. Located 80 miles from Lincoln, the closest major city in Nebraska, Grand Island is a small urban community surrounded by rural counties. According to a 2014 Competitive Assessment developed by Market Street Services, Hall County’s adults have the lowest educational attainment of all the comparison cities. Just 17.1% of its adult population (age 25+) has a bachelor’s degree or higher as compared to 28.5% in Nebraska and 28.7% nationwide. In addition, 16.2% have no high school diploma as compared to 9.4% statewide and 14.1% nationwide. This same report concluded that despite a strong economy, the low level of education could inhibit future economic growth and diversification.

In addition, 40% of children under the age of five in Hall County are living below the poverty level and 36% of children live in single parent households (Nebraska Children and Families Foundation, 2019). Only 41.3 percent of three- and four-year-olds are enrolled in school (Kids Count, 2019).

In the existing preschool program, 21 percent of enrolled students receive special education services, 53 percent are English Language Learners, 55 percent are living at or below poverty guidelines; 11 percent



were born prematurely, 11 percent have teen parents, 46 percent did not graduate from high school, and 75% of students had more than one risk factor present in their lives.

Grand Island and GIPS is a growing community of many diverse languages and cultures. The population of Grand Island has increased by 2,662 since 2010 and GIPS enrollment has increased by 981 students since 2010. 22% of families speak languages other than English. 17.5 percent of learners in the school district are identified as English Language Learners. 45 percent of children under age five are Hispanic, 47 percent are White (Non-Hispanic), 4 percent are Black, 1 percent are Asian/Pacific Islander, and 2 percent are two or more races. The current graduation rate is 83 percent.

Indicate up to two types of services of the FSCS model you would implement in the first year.

The Full-Service Community School approach will implement the following types of services:

- Family Engagement
- Medical, Dental, Mental Health and Social Services
- Expanded Learning

The population (school) that you plan to serve and how this population will benefit from the approach.

H3C and GIPS have identified the O'Connor Learning Center as the location for the full-service community school opportunity. This site was chosen based on several criteria.

- Research shows that the sooner families are involved in their child's education leads to increased student achievement and improved attendance and behavior.
- The O'Connor Learning Center students and parents will attend multiple elementary schools within the district. Our hope is the parents who are engaged, provided leadership opportunities and additional services and education will become leaders in the elementary school their child will attend.
- Transportation is a barrier for families, this model will provide equitable access to onsite services and programs
- Benefit a total of 15 classrooms, 408 children

Strategies that you will employ to implement your FSCS approach. Please include job description for Community School Coordinator.

Family engagement will be the foundation for the approach that we will be using, honoring parents as the first teachers of their children. In August, parents will be surveyed in their native language to determine specific strategies that will be offered.

We will have culturally appropriate, language rich experiences that includes core instruction on early literacy and have a fundamental component and practice based on equity and has ELL comprehensive services.

Specific strategies that are being planned for implementation include:

- Mobile or onsite services such as WIC, DHHS, Central Navigation, Medical/Dental/Mental Health, food pantry, will be offered to create a one-stop shopping atmosphere for families
- Circle of Security, Family Literacy, UNL Extension and ESL classes for parents
- Circle of Security Master Classroom for Learning Center staff
- Dolly Parton Imagination library enrollment for all children



- Summer extra learning experience focused on language and literacy during the month of June 4 days a week for ½ day
- Early Childhood Community Cafés to build on the assets of the community to strengthen families
- Take home family literacy activities, including a book and activity that parents and children can do together
- Group family activities
- Parents in the classroom as volunteers
- Parent Leadership 101
- Parent Child Interaction Therapy offered onsite and in multiple languages based on the family's needs
- Ready Rosie
- Transition to Kindergarten activities
  - Early Learning Center time for kindergarten only at the appropriate schools, allowing families to go to school, meet teachers, accompanied by preschool staff
  - Summer backpack for each child to prevent learning loss
- Exploration and relationship building with local childcare provider to develop before and after school care

*The proposed staffing pattern for the FSCS. Specifically address how the school and collaborative leadership will work to support the Community School Coordinator through supervision, coaching and resource development.*

The Full-Service Community School Coordinator will be a full-time position contracted through Grand Island Public School so that benefits can be offered, and the coordinator can be fully involved in the GIPS system to better serve families. Specific duties are written into the job description to ensure that the position remains solely focused on the Full-Service Community School opportunity and outlines the role and expectations of the position's involvement with H3C, specifically the Birth – 11 committee. The position's direct supervisor will be an employee with Grand Island Public Schools. The position will have the benefit of brainstorming with another community school coordinator, located in a different facility but doing a similar role. GIPS and H3C have established partnerships that the FSCS coordinator will be introduced to. Onboarding for the position will include GIPS and H3C information to ensure the person hired understands the opportunity and each entity's structure around the Full-Service Community School grant.

*How will all leaders contribute to ensuring mission alignment of partners to the FSCS approach and to the authentic engagement of parents as partners.*

H3C developed the following policy around leadership and engagement of parents/caregivers and youth.

Community and System transformation occurs when enlightened individuals with lived experiences are provided welcomed opportunities to be heard by those who have the ability, authority, and influence to provide for support and data to facilitate collaborative development of new value. This co-creation must occur at all levels of the decision-making process as these stakeholders, aka enlightened individuals with lived experience, are essential to the foundation, growth, development, and ultimately successful outcomes and results of all efforts being made.

The goal for H3C is to meet people where they are and have parents/caregivers and youth represented within the collaborative's infrastructure, including all subcommittees, membership, and Board of



Directors. Parents/Caregivers and Youth will be reflective of the people we serve, the partners that we have and the demographics of the communities we serve. This process will be ongoing as we build relationships with parents/caregivers and youth to serve.

Training is also being provided in the community around trauma informed care, co-design and awareness of the importance of lifting up the lived expert voice.

The policy includes the following benefits to eliminate barriers for lived experience experts to participate.

- Stipends for participation in H3C opportunities, training provided and approved by H3C, providing testimonial
- Payment for childcare for children 0-11 not in Head Start or school, children with a disability, over the age of 12 respite care can be paid
- Transportation reimbursement or assistance
- Access to technology for virtual meetings
- Buddy program that will pair up existing collaborative members to serve as buddy to establish a relationship prior to first engagement, follow up after orientation, be a designated point of contact to help lived experts feel welcome, answer questions, introduce to others

GIPS also operates under the philosophy that honors parents as the first teachers of their children.

Complete the attached budget form. Ensure the budget aligns with your FSCS proposed services. (LJK2)

**Evaluation** – Please explain how partners will measure the progress of activities offered through the FSCS. Describe the criteria for a successful FSCS and the results you expect to have achieved to demonstrate the impact of the FSCS approach.

Our successful approach will include the following achievements:

- Family engagement; a survey completed by families that will show an increase in a connection with their school and new social networks that have been developed.
- Attendance: data will show that students have an increase in attendance during the year.
- Equitable access; a survey completed by families will show an increase in access to physical, dental, mental health, emergency assistance and Department of Health and Human Services.

**Sustainability** – Please explain how partners will plan and build capacity to ensure the long-term sustainability of the FSCS approach.

This is a priority not only for H3C but also for GIPS that the full-service community school approach be expanded and offered in other locations. Continued emphasis on partnerships in the community, including businesses and a focus on seeking out funding that would provide not only sustainability for the current opportunity but expansion into other schools as well.

**Technical Assistance** – Describe the type of technical assistance and support the team may need to develop and implement a robust FSCS approach in your community.

Attendance at the Coalition for Community Schools national conference for both the coordinator and the administrator from the school.

Networking with other Full-Service Community Schools coordinators.

Access to shared resources, templates, and publications

RESOLUTION #20210610\_01

A RESOLUTION TO ADOPT SPECIFIC STANDARDS FOR ACCEPTANCE AND REJECTION OF ENROLLMENT OPTION STUDENT APPLICATIONS FOR THE 2021-2022 SCHOOL YEAR

WHEREAS, Neb.Rev.Stat. § 79-238 (Reissue 2014) requires the Board of Education of Grand Island Public Schools (hereafter, "the district") to adopt by resolution specific standards for acceptance and rejection of enrollment option applications; and

WHEREAS, the specific standards for acceptance and rejection of enrollment option applications shall be determined by setting a maximum number of option students the district will accept in any program, class, grade level, or school building, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which the district will contract based on existing contractual arrangements, and availability of appropriate special education programs; and

WHEREAS, pursuant to § 79-238 the Board of Education has determined the maximum number of enrollment option applications the district may accept for the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF GRAND ISLAND PUBLIC SCHOOLS, GRAND ISLAND, NEBRASKA, AS FOLLOWS:

1. The maximum number of enrollment option applications for special education students the district will accept is limited as set-forth in the attachment which shows current program capacity, projected enrollment and number of special education option students who may be accepted at certain schools within the district.

Adopted by the Board of Education of Grand Island Public Schools, Grand Island, Nebraska, on this 10th day of June, 2021.

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Bonnie Hinkle, President, Board of Education

Legal References: Neb.Rev.Stat. § 79-238 (Reissue 2014)  
Neb. Rev. Stat. § 79-240 (Reissue 2014)

BUILDING - LEVEL - PROGRAM	ROGRAMCAPACITY	ENROLLMENT	STUDENTS
Dodge - Level I - Elementary Special Education	45	50	0
Dodge - Level II & III - Elementary Special Education	10	17	0
Engleman - Level I - Elementary Special Education	40	44	0
Engleman - Level II & III - Elementary Special Education	5	6	0
Gates - Level I - Elementary Special Education	20	31	0
Gates - Level II & III - Elementary Special Education	5	5	0
Howard - Level I - Elementary Special Education	40	46	0
Howard - Level II & III - Elementary Special Education	5	6	0
Jefferson - Level I - Elementary Special Education	30	40	0
Jefferson - Level II & III - Elementary Special Education	5	5	0
Knickrehm - Level I - Elementary Special Education	20	24	0
Knickrehm - Level II & III - Elementary Special Education	5	8	0
Lincoln - Level I - Elementary Special Education	25	24	0
Lincoln - Level II & III - Elementary Special Education	5	6	0
Newell - Level I - Elementary Special Education	30	37	0
Newell - Level II & III - Elementary Special Education	5	6	0
Seedling - Level I - Elementary Special Education	4	4	0
Seedling - Level II & III - Elementary Special Education	1	1	0
Shoemaker - Level I - Elementary Special Education	20	29	0
Shoemaker - Level II & III - Elementary Special Education	5	9	0
Starr - Level I - Elementary Special Education	20	30	0
Starr - Level II & III - Elementary Special Education	5	6	0
Stolley - Level I - Elementary Special Education	20	24	0
Stolley - Level II & III - Elementary Special Education	2	5	0
Wasmer - Level I - Elementary Special Education	25	27	0
Wasmer - Level II & III - Elementary Special Education	5	5	0
West Lawn - Level I - Elementary Special Education	30	42	0
West Lawn - Level II & III - Elementary Special Education	5	6	0
Skills Academy - Level III - Elementary Special Education	10	13	0
Barr - Level I - MS Special Education	60	71	0
Barr - Level II & III - MS Special Education	15	26	0
Walnut - Level I - MS Special Education	100	136	0
Walnut - Level II & III - MS Special Education	25	44	0
Westridge - Level I - MS Special Education	60	62	0
Westridge - Level II & III - MS Special Education	10	20	0
Skills Academy - Level III - MS Special Education	10	12	0
Grand Island Senior High - Level I - HS Special Education	200	243	0
Grand Island Senior High - Level II & III - HS Special Education	70	91	0
Skills Academy - Level III - HS Special Education	10	15	0
Transitional Living Program - Level III - HS Special Education	8	14	0

5/19/2021

# GIPS BOE 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:** Extra Standard Recommendation 2021-2022

**Submitted By:** Wayne Stelk

**Date:** 6/3/21

## 1. What is the identified need?

The district provides a wide range of extra curricular activities for students, such as participating in sports and after school clubs. Staff are assigned coaching and sponsorship responsibilities which are in addition to their regular contracts or primary work assignments. The Extra Standard Salary Schedule provides structure to compensating staff for these extra responsibilities.

## 2. Administrative Rationale for BOE Agenda Item (**connect to Strategic Plan Objectives/Success Measures**)

Objective 3 - Every GIPS student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability/Increased percentage of students with a high level of school connectedness and high commitment to learning.

## 3. Proposed Action

Approval of the Extra Standard recommendation for the 2021-2022 school year.

## 4. Data/Research Assessed

Extra Standard committee met on 5/12/21.

## 5. Equity Analysis

Access to and participation in extra standard activities are available to all students.

## 5. Stakeholder Group(s) Involved

Staff/Students

## 6. Summary

Approval of this recommendation will help ensure a robust and wide range of activities are available for students to participate, and to support their connectedness to school.

## 7. Fiscal Impact

**Amount:** \$7,168.15 for new positions, plus movement

Source:

Details:

**8. Person(s) Responsible for Implementation**

**9. Implementation Plan**

**▲ Monitor/ Evaluate**

Actions:

Timeline:

**▲ Board Report/Follow-Up (Could this be committee report or BOE presentation)**

Actions:

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

		<b>Analysis for Extra Standard Recommendation for 2021-2022</b>			
			\$1,131,534.86	Total ES 20-21	
			\$37,453.80	Package Available (3.31%)	
			-\$33,704.61	Movement	
			\$3,749.20	Available Balance	
		Senior Family, Career, and Community Leaders of America (FCCLA)	-\$1,116.00		
		Senior Mock Trial	-\$1,116.00		
		Senior Sound System Operator	-\$3,867.00		
			-\$2,349.80	-Over/under Available Balance	

## **Extra Standard Committee Meeting May 12, 2021**

Wayne Stelk called the meeting to order at 7:00 a.m. on the Zoom Meeting. In attendance: Terry Brown, Michelle Carter, Josue Covarrubias, Robin Dexter, Rod Foley, Jeff Gilbertson, Bonnie Hinkle, Charity La Brie, Daniel Phillips, Kenneth Schroeder, Wayne Stelk, Cindy Wells, Brad Wolfe.

Wayne explained that this year is a different year of working on the budget process with the cut of several million dollars from the budget. Administration has done everything they can to add salary increases which was offset by other budget reductions. Need to look at the wants and needs or possibly look at doing some shifting of positions that are no longer needed or do some trading out. Essentially there are limited dollars to work with. The current approach is to honor salary increases, movement on salary schedule and those types of things, for the next school year, so will not recommend to freeze movement on the Extra Standard Schedule or freeze the base salary. Current staff on the extra standard schedule will see step and column movement increase as they normally see. Prepare to recommend that to the Board for approval.

### **I. Review recommendations for changes to the Extra Standard Salary Schedule for the 2021-2022 school year:**

#### **A. Move Head Girls Softball, Baseball, Soccer from Category VI to Category VII.**

**Rationale:** Due to the amount of off season work and hours that these coaches put in, they should be in the same category as Football, Basketball, Volleyball and Wrestling. Concerns were brought to Cindy Wells' attention regarding head coaches placement at a Category VI due to putting in same number of hours as coaches that are currently placed at Category VII. The season calendars are generally the same or within a week and a half to two week difference. The winter season is the longest season. Due to the NSAA calendar work done off season, in season and going forward more work will have to be done to help programs in getting better. Head swimming would stay at Category VI due to the district not having a pool for off season work outs. Could not pay the rental to the YMCA for the off season to have a swimming program. Coach Jensen has club swimming, but parents pay for that along with their membership at the YMCA. Head track off season a lot of time is cross country. There is already cross country positions added to the Extra Standard Schedule. Visited with these coaches and thought it was a good balance.

#### **B. Move Senior Sound System Vision Board Operator from Category VI to Category VII.**

**Rationale:** New Vision Board sponsor was on a trial basis. Didn't know how much time the sponsor would be required to work. After witnessing the number of hours that Chris Holton has put in this year to create the Digital Content and be available for every home event ( not only athletics) is as many hours as a Head Coach. Chris and the student in the academy in the media production are doing awesome things. Whenever the vision board is used at every home event Chris has to be the one who designs the content, operates all of the equipment, sets up and take down, making sure everything is run correctly. He goes above and beyond to get an artistic valued video with quality and expertise. Live streaming all varsity events due to COVID-19.

#### **C. Add GISH FCCLA (Family, Career, and Community Leaders of America) (Category I).**

**Rationale:** This is an organization that is recognized at the State and National level like HOSA. It is part of one of the academy models at Senior High. Michelle Irvine was paid \$500 each semester

during the 2020-2021 school year. She did a tremendous job with the students. There were students who were named state champions and runners up and will compete at the national level. There were approximately 10-15 students who participate in the organization and the numbers are growing.

#### **D. Add Mock Trial (Category I)**

**Rationale:** This is an organization that is recognized at the State and National level like HOSA and the rest of the Clubs in Category I. It is part of the Academy Law Pathway. There are 15 law student that meet with attorneys. Jonathan Boyd took the organization one step further and currently competes with other schools in the state.

#### **E. Add an additional Assistant 9th grade Football (Category III).**

**Rationale:** Due to the Increase in 9th graders who are coming out for football each year. There were 67 9<sup>th</sup> graders who went out for football last year. There was an A schedule and a B schedule due to the increase in participation, volunteer coaches needed to go help with coaching. Currently have 2 head and 2 assistant football coaches. In the past, this has been a volunteer position and would like this to be a paid position. Normal procedure is to keep the coaching ratio at 15 to 1.

#### **F. Add Senior Boys and Girls Bowling Team - (Category III), (2 Head Coaches)**

**Rationale:** Have put a hold on asking to add to the extra standard schedule due to budgeting, but will come up again in the future. NSAA has sanctioned Boys and Girls Bowling.

### **2. Recommend 2021-2022 Extra Standard Base Salary be set at \$44,635.00.**

### **3. Other items the committee wishes to discuss.**

#### **A. Middle School Drama Club**

**Rationale:** Josué Covarrubias had a new language arts teacher that started a drama club at Barr. She had two productions, one in the fall which was presented virtually in December and spring that was presented in May. There is a lot of hours tied to preparation. Reversals multiple time a week, which were virtual, but in spring presented live. Drama positions were cut at the middle school level in previous years due to not finding drama teachers, so that went away. Suggestion was made to use activity fund to pay for the hours worked. Programs need to be consistent at all three middle schools to add to the extra standard schedule. Proposed to initially have a conversation with sponsor to manage hours so it doesn't exceed a certain amount. There were also concerns about the cost for props and costumes. Three middle schools principals get together to figure out a program to bring forward to the committee which will be consistent (ex. drama/speech) for all three middle schools.

Do not have a financial analysis to say the number of dollars to spend. If committee wants to move forward with trying to add positions or make recommended changes versus putting everything on hold for a year for the fiscal issues dealing with, will need to prioritize list. Work with business office staff to figure out the cost of movement and cost of base increase and then if anyway to come up with any extra dollars how far down the list to can we go to fund those recommendations.

Honor movement and increase to the base, then seeing what can be afforded as far as adding new position instead of freezing the base for purposes of adding new positions. Need to respect the employees who have put in their time, energy, and effort to uphold their programs and reward them with movement.

Future discussion regarding positions that are tied to the academies, which are part of the curriculum, possibly finding a way to fund them through the academy budgets. HOSA currently on extra standard schedule need to do the same for FCCLA and Mock Trial. Student academics come first, so FCCLA and Mock Trial are in line with academic support and achievement within the pathways. Working on a long term strategic plan for activities and athletics want to support students in extracurricular fashion.

Wait on Assistant 9<sup>th</sup> Grade Football for another year to see number of participants right now and do something with fundraising to help pay coach, but will bring back in future.

Regarding moving the head girls softball, baseball and soccer to Category VII, so they are at the same level as other head coaching assignment worry about Title IX. This year with the political area Title IX has been talked about quite a bit at the college level.

Senior Sound System Vision Board Operator someone has to be there to do the work and it has to be done well. Chris has done tremendous job. Suggestion was made to definitely try to make the movement to Category VII happen due to it being a part of the academies.

Priority list would be B, C, and D and anyway possible to make A happen. E & F tabled for a year.

Work with the business office to crunch numbers and figure out a way to fund A, B, C, & D. Email the Extra Standard Committee regarding where we will land with figures and what we envision the recommendation to be and if need to reconvene will schedule another meeting.

**Committee recommends to honor increase to the base and movement on the Extra Standard Schedule.**

**Prioritized list:**

**#1 Senior FCCLA (Family, Career, and Community Leaders of America) (Category I)**

**#2 Senior Mock Trial (Category I)**

**#3 Senior Sound System Coordinator (from Category VI to Category VII)**

**#4 Senior Head Girls Softball, Baseball, Soccer (from Category VI to Category VII)**

Meeting ended at 7:45 a.m.



# Quotation

**Company Address** Turnitin, LLC  
2101 Webster St., Suite 1800  
Oakland, CA 94612  
US

**Quote Number** Quote-Q-484743-2

**Expiration Date** 9/1/2021

**Prepared By** Robin Gepte

**Phone** (866) 816-5046 x1220

**Email** rgepte@turnitin.com

**Contact Name** Daniel Phillips  
**Phone** 3083855900  
**Email** dphillips@gips.org  
**Fax**

**Bill To Name** Grand Island Senior High School  
**Bill To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

**Additional To Name** Grand Island Senior High School  
**Additional To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

**Quote To Name** Grand Island Senior High School  
**Quote To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

Product Name	Product Description	Start Date	End Date	Total
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2021	9/1/2022	USD 7,350.00
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2022	9/1/2023	USD 7,450.00
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2023	9/1/2024	USD 7,550.00
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<b>Online Training Session</b>	An interactive live, virtual session designed to engage and coach the audience delivered exclusively for your institution. Prior to your session we will arrange an alignment call to determine audience and outcomes. Complimentary training for each year which is \$250 per session or \$1000 total value	9/2/2021	9/1/2024	USD 0.00

**SUBTOTAL:** USD 30,000.00

**Total** USD 30,000.00

USD 0.00

**Sales Tax** USD 2,250.00

**TOTAL** USD 32,250.00

**Please Note:**

Products sold to certain states are subject to tax.  
Fee does not include applicable tax. Invoice will reflect applicable tax (state and local).

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

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By signing this Quotation, as an authorized signatory of the recipient organization of this Quotation ("Organization"), I acknowledge and agree that:

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- my Organization agrees that that such Services will be solely governed by the terms and conditions as set forth in <http://go.turnitin.com/reg>;
- my Organization agrees to make all payments due Net 30 days from the date of the applicable invoice;
- the related term of Service(s) will commence on the Activation Date, which is defined as the date as confirmed via the applicable invoice.

On behalf of: \_\_\_\_\_(Organization)

By: \_\_\_\_\_(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Billing contact info: (name) \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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Unless prescribed otherwise in a table below, payment in USD is due Net 30 days from the date of invoice

<b>Invoice Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>
July 1, 2021	July 31, 2021	7350.00
July 1, 2022	July 31, 2022	7450.00
July 1, 2023	July 31, 2023	7550.00
July 1, 2024	July 31, 2024	7650.00

Engineering Technologies, Inc.  
Professional Services Agreement

This Agreement made this 1st day of September, 2021, between Grand Island Public Schools (Owner), and Engineering Technologies, Inc. (Consultant).

WITNESSETH:

WHEREAS, the Owner desires to engage the Consultant to provide Professional Services described in this Agreement, and the Consultant is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained the parties hereto agree as follows:

**Article 0 Definitions**

0.1 For the purposes of this agreement "Mechanical" professional engineering services shall be understood to generally include, as required by individual project, the following design services:

- Heating, ventilation & air conditioning
- Exhaust/Make-up air systems
- Temperature control
- Mechanical/hydraulic piping

0.2 For the purposes of this agreement "Electrical" professional engineering services shall be understood to generally include, as required by individual project, the following design services:

- Electrical service entrance
- Electrical power & distribution
- Site/parking lot lighting
- Interior lighting
- Exterior building lighting
- Fire alarm system
- Data/telecom/AV/systems (low voltage)
- Door control/card access systems
- Security Camera System

0.3 For the purpose of this agreement "Plumbing" professional engineering services shall be understood to generally include, as required by individual project, the following design services:

- Sanitary waste & vent (within building)
- Domestic water systems (from meter into building)
- Storm/Roof drainage systems (within building)
- Natural gas distribution (from meter into building)
- Compressed air & vacuum system
- Fire sprinkler (performance drawings)

0.4 For the purposes of this agreement the term "Contractor", and derivations thereof, shall refer to the construction contractor (including any lower tier subcontractors, vendors or equipment suppliers) in contract to the Owner that is tasked with the actual field construction and implementation of the contract documents and instruments of service provided by the Consultant, and any other professional consultant's, in contract to the Owner.

0.5 For the purposes of this agreement the term "Contract Documents" and/or "Instruments of Service" shall refer to the final documents (drawings, specifications, report, study) for a given project, with Consultant's professional seal affixed, that are provided to the Owner for purpose of the construction of a specific project.

### **Article 1 Consultant's Responsibilities**

1.1 Consultant will provide Mechanical and Electrical and Plumbing (MEP) Professional Engineering services and associated contract administration services in support of said services as requested and/or otherwise directed by the Owner. When required by the Owner, Consultant shall provide said professional services relative to all of the Owner's existing facilities, future renovations to existing facilities, new additions to existing facilities and planned future construction of new facilities. The Owner's facilities covered under this agreement are located in Grand Island, Nebraska.

1.2 The Consultant herein affirms and commits to the Owner to perform all services covered by this Agreement exercising its best professional judgment, in accordance with standards common to the Consultant's profession and in conformance with applicable federal, state and local regulations. Contradiction notwithstanding by afore mentioned prior; Consultant also herein confirms to represent the Owner's interest in the execution of services under this Agreement.

1.3 Services performed under this Agreement shall be performed as expeditiously as possible and consistent with professional skill and care. Time limits established by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

1.4 The Consultant shall designate a representative(s) authorized to act on behalf of, or otherwise bind, the Consultant with respect to the services covered under this Agreement.

1.5 The Consultant shall issue prompt written notice to the Owner, if at any time, the Consultant becomes aware of any fault or defect in a project which may otherwise impact, modify or delay the Consultant's instruments of service as they relate to this Agreement.

1.6 The Consultant shall issue prompt written notice to the Owner, if at any time, the Consultant becomes aware of any potential error or omission on the part of the Owner, or other consultants in direct contract with the Owner, found within their instruments of service.

## **Article 2 Scope of Consultant's Services**

2.1 The Consultant's services shall consist of professional services as further described in Sections 2.2 through 2.7. Compensation for said services shall be as enumerated under Article 5 of this Agreement.

### **2.2 Technical Consultation on Existing Facilities**

Upon request and direction of the Owner, Consultant shall provide technical consultation to the Owner and/or his representative(s) in the adjustment, operation, repair or design modification to existing systems in the Owner's existing facilities. Consultation may include, but is not limited to, product review/recommendations, phone conversations and site visitation. Preparation of written instructions, sketches, or schematics to assist the Owner in performing minor modifications to existing systems or equipment replacement projects is also included. The Consultant shall be compensated for Technical Consultation services on an Hourly Basis in accordance with Article 5.1 of this Agreement.

### **2.3 Dynamic Systems Review of Existing Facilities**

Upon request and direction of the Owner, Consultant shall perform a detailed review of dynamic building systems in existing facilities operated by the Owner. Scope and compensation associated with Article 2.3 shall be negotiated and contracted on a Lump Sum Basis.

### **2.4 Design Development**

Upon request and direction of the Owner, Consultant shall provide Design Development services to assist the Owner in the planning, programming and development of renovations and/or additions to existing facilities and the construction of future facilities. The Consultant will diligently coordinate his work with the Owner and the Owner's other design consultants as required to meet the Owner's programming needs. Design Development services will be provided for renovations or additions to an existing facility

or the construction of new facility. Under this Agreement, Design Development shall be defined as the period of time commencing upon a "Notice to Proceed" from the Owner and cease at such time as the Owner has selected a mechanical/electrical system(s) for the project **and** finalized an architectural floor plan for the project with the Owner's Architectural consultant.

Consultant's Design Development services may include, but are not limited to:

- Review of existing construction documents provided by the Owner.
- Site investigation of existing conditions/services.
- Attend Design Development meetings with the Owner and the Owner's Consultants.
- Production of conceptual drawings with a schematic level of detail (if required).
- Review of conceptual documents provided by Owner's other consultants.
- Meet/coordinate conceptual documents with local authorities (if required).
- Preliminary product and/or equipment review and recommendations.
- Mechanical/Electrical systems recommendations.
- Preliminary estimates of Mechanical/Electrical cost (\$/SF).
- Meet with GIPS personnel and/or School Board to review Design Development concepts and/or recommendations provided by the Consultant (if required).

The Consultant shall be compensated for Design Development services on an Hourly Basis, unless otherwise agreed between the parties, in accordance with Article 5.1 of this Agreement.

## **2.5 Contract Documents**

Based on a mutually agreed program and upon request and direction of the Owner, Consultant shall produce Contract Documents (drawings and specification) to implement the program and concepts established by Design Development for the Consultant's scope of work. The Consultant will work diligently with the Owner and the Owner's consultants to facilitate and coordinate the work with that of other design disciplines directly contracted to the Owner. Consultant shall furnish the Owner one (1) complete set of Contract Documents (drawings and specifications) for its scope of sufficient quality and level of detail such that the Owner may then issue the drawings for competitive bid.

The Consultant shall be compensated for the production of Contract Documents on either a Percent of "As-Bid" Construction, "Lump Sum" or "Hourly" basis in accordance with Article 5.1-5.3 of this Agreement. The appropriate compensation method will be jointly determined between the Consultant and Owner on a project by project basis.

## **2.6 Contract Administration**

Contract Administration and periodic site observation of construction will be performed in support of the Contract Documents and instruments of service provided by the Consultant. Consultant will provide Contract Administration (submittal/shop drawing review, requests for information, clarifications, etc.) as part of their base services for any given project.

2.6.1 The extent to which the Consultant shall provide site observation during construction will be determined jointly between the Consultant and the Owner on a project by project basis and incorporated into a "Project Specific Contract Agreement". Site observation, by the Consultant, is to familiarize itself with the progress and quality of the work; and to determine for the Owner's benefit and protection if the work is proceeding in a good and workmanlike manner and in accordance with the intent of the contract documents and construction schedule. The Consultant's role in site observation is not to serve as a Quality Control service; however Consultant shall use reasonable care to guard the Owner against defects and deficiencies in the work or the Contractor's failure to carry out the work in accordance with the contract documents. The exercise of "reasonable care" does not require the Consultant to make exhaustive or continuous observations to check the quality or quantity of the work.

2.6.2 The Consultant will inform the Owner in writing of the progress and quality of the work.

2.6.3 The Consultant shall be compensated for Contract Administration and Site Observation on either a Percent of "As-Bid" Construction, "Lump Sum" or "Hourly" basis (as mutually agreeable) in accordance with Article 5.1-5.3 of this Agreement.

## **2.7 Other Services**

Upon request and direction of the Owner, Consultant shall provide Other Services to the Owner and/or his representative(s). Services requested under this Article shall be considered independent of and supplemental to the Consultant's basic services (Article 0 & Article 2) unless otherwise negotiated into the Contract for a specific project initiated under Article 2.5. Other services provided by the Consultant may include, but are not limited to:

- Detailed estimates of probable construction cost.
- Detailed performance/economic analysis for multiple building systems.
- Additional site visitation during construction.
- Detailed review/evaluation of Value Engineering proposals.
- Detailed review/evaluation of contractor bid proposals (price/complete scope).
- Site utility design.
- Specialized inspection services.

- Specialized design services. (i.e. HEPA filtration, "clean room" technology, low-temp refrigeration, specialty/theatrical lighting, specialized sound/acoustical systems, reverse osmosis water systems, etc.)
- Professional design services for Architectural, Structural and Civil.

Additional services for which an hourly rate would not be applicable shall be negotiated at the time of request. Unless otherwise agreed by the parties, Consultant shall be compensated for Other Services on an Hourly Basis in accordance with Article 5.1 of this Agreement.

### **Article 3 Owner's Responsibilities**

3.1 The Owner shall provide, to the best of their ability, full information in a timely manner regarding requirements of the Owner's program in terms of objectives, schedule, facility use, future expansion and other such programming elements to facilitate the design of each renovation, new addition or new construction project.

3.2 The Owner shall provide Architectural, Civil, Structural, Food Service and Geotechnical professional design services, as applicable, to form a complete design team for each project.

3.3 The Owner shall render decisions required and perform their obligations under this Agreement as expeditiously as possible and consistent with professional skill and care. The Owner will endeavor to ensure that any other consultants in direct contract to the Owner perform their obligations with the time limits established by the Owner and provide timely information to the Consultant.

3.4 The Owner shall designate a representative(s) authorized to act on behalf of, or otherwise bind, the Owner with respect to the services covered under this Agreement.

3.5 The Owner shall issue prompt written notice to the Consultant, if at any time, the Owner becomes aware of any fault or defect in a project which may otherwise impact, modify or delay the Consultant's instruments of service as they relate to this Agreement.

3.6 The Owner shall issue prompt written notice to the Consultant, if at any time, the Owner becomes aware of any potential error or omission, on the part of the Consultant, found within the instruments of service provided under this Agreement.

3.7 The Owner shall issue prompt written notice to the Consultant, if at any time, the Owner becomes aware of any potential error or omission on the part of the Owner, or

other consultants in direct contract with the Owner, found within their instruments of service.

#### **Article 4 Percent of Construction Cost**

4.1 When determining compensation based on a Percent of Construction basis; Construction Cost shall be defined as the original "As-bid" value of the scope of work provided by the Consultant under Article 2.5. If the "As-bid" value of the scope of work cannot be ascertained, "Construction Cost" for the purpose of compensation calculation shall be based on the successful bidder's approved (by the Owner) schedule of values for the Consultants scope of work.

4.2 If for any reason a project is held, suspended or otherwise canceled after the completion of Contract Documents, but prior to bid, the Consultant's estimate of probable construction cost shall serve as the basis upon which the "Construction Cost" shall be determined for Consultant compensation based on percent of construction.

4.3 Evaluations of the Owner's Project Budgets, the preliminary estimate of construction cost and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's opinion and judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, materials, equipment, Contractor's methods of determining bid pricing or the overall bidding climate and market conditions which impact the actual bid prices received by the Owner. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of construction cost or evaluation prepared by the Consultant.

#### **Article 5 Compensation**

5.1 Compensation for services described in Article 2.2, 2.4 and 2.7 shall be made on an hourly basis unless otherwise negotiated between the Consultant and the Owner. Hourly rates will be escalated at a rate of 5% annually each year of this agreement. Rates effective through August 31, 2021, are listed below and are inclusive of all profit, overhead, mark-ups and burdens:

Hourly Rates

Principal	\$ 180.00
Professional Engineer	\$ 155.00
Engineer I	\$ 130.00
Engineer II	\$ 120.00
Designer I	\$ 120.00
Designer II	\$ 110.00
Construction Manager	\$ 120.00
Engineering Technician I	\$ 100.00
Engineering Technician II	\$ 95.00
Engineering Technician III	\$ 90.00
Administrative Staff	\$ 75.00

\*Rates do NOT include reimbursable expenses.

5.2 Compensation for services performed on a "Percent of As-Bid Construction" basis will generally conform to the following fee matrix unless jointly modified by the Consultant and Owner via a "Project Specific Contract Agreement". Compensation for design of systems designed by the Consultant, and "Self-Performed" by Owner (i.e. temperature control, data/communications etc.) is not included in the "% Construction Fee". Compensation for these services shall be jointly negotiated between the Consultant and Owner on a project by project basis and incorporated into a "Project Specific Contract Agreement".

Fee Schedule

**Consultant's Fees for New Construction or New Addition:** The maximum fees for Consultant's services for the portion of either new construction or a new addition that relate to engineered services (i.e., electrical, mechanical, plumbing, fire protection) as shown on the schedule of values shall be determined by the following percentage fees.

Project-New Construction or New Addition Cost Range	Maximum Percentage Fee
Up to \$500,000	7.5%
\$ 500,000 to \$1,000,000	6.75%
\$1,000,000 to \$2,000,000	6.5%
\$2,000,000 to \$3,000,000	6.5%
\$3,000,000 to \$4,000,000	6.25%
\$4,000,000 to \$5,000,000	6.25%
\$5,000,000 to \$6,000,000	6.0%
\$6,000,000 to \$7,000,000	6.0%
\$7,000,000 and Above	6.0%

The exact percentage to be applied to the Project shall be negotiated by the Owner and Consultant upon completion of all program development and schematic design and based on the actual schedule of values.

**Consultant's Fees for Renovation of Existing Facilities:** The maximum fees for the Consultant's services for the portion of renovation that relate to engineered services (i.e., electrical, mechanical, plumbing, fire protection) as shown on the schedule of values shall be determined by the following percentage fees:

Project –Renovation of Existing Structures Cost Range	Maximum Percentage Fee
Upto \$500,000	8.75%
\$ 500,000 to \$1,000,000	8.5%
\$1,000,000 to \$2,000,000	8.5%
\$2,000,000 to \$3,000,000	8.25%
\$3,000,000 to \$4,000,000	8.0%
\$4,000,000 to \$5,000,000	8.0%
\$5,000,000 to \$6,000,000	7.5%
\$6,000,000 to \$7,000,000	7.5%
\$7,000,000 and Above	7.5%

The exact percentage to be applied to the Project shall be negotiated by the Owner and Consultant upon completion of all program development and schematic design and based on the actual schedule of values.

5.3 If practical and agreeable, to the Consultant and the Owner, compensation for services performed may be made on a "Lump Sum" basis. If compensation is to be made on a "Lump Sum", the sum of compensation due shall be negotiated and agreed upon between the Consultant and the Owner after Design Development and prior to the start of Contract Documents. Fees negotiated on a "Lump Sum" basis shall be inclusive of the cost of design for work to be "Self Performed" (i.e. temperature control, data/communications, etc.) by the Owner.

**Article 6 Reimbursable Expenses**

Reimbursable expenses are in addition to the compensation due to the Consultant under Article 5 of this Agreement. Reimbursable expenses shall be billed at direct cost plus ten (10) percent. Reimbursable expenses may include, but are not limited to:

- Reproduction costs.
- Postage and handling of Drawings, Specifications, and other documents.
- Mileage (IRS Standard Business Mileage Rate)
- Meals and lodging (as required)

## **Article 7 Payment**

7.1 Progress payments (all compensation methods) will generally be invoiced on a monthly basis or at the end of each design phase. Payment shall be made within Forty-Five (45) calendar days of invoice. Consultant shall reserve the right, without prejudice, to suspend services should any payments become overdue by more than Sixty (60) calendar days.

7.2 Invoices not paid within Forty-Five (45) calendar days of date of issuance shall have a surcharge of one and one-half (1.5) percent per month of the invoiced amount.

## **Article 8 Errors and Omissions**

8.1 Consultant shall assume the responsibility for design errors made on the part of the Consultant and any of the Consultant's consultants unless otherwise modified in a "Project Specific Contract Agreement". Any design errors or errors in the specifications furnished by the Consultant shall be promptly corrected by the Consultant at no cost to the Owner.

8.2 Consultant shall not assume responsibility for errors and omissions made on the part of the Owner or any consultant in direct contract with the Owner, or any other consultant of a consultant in direct contract with the Owner.

## **Article 9 Consultant's Liability**

9.1 Until the termination of all services provided by the Consultant under this Agreement, and for three years thereafter, the Consultant shall maintain in full force and effect at no additional cost to the Owner, professional liability insurance coverage with minimum limits of \$1,000,000.00 per claim and aggregate limits of \$2,000,000.00.

9.2 Consultant shall not assume responsibility for problems arising from, or in part to, a failure on the part of the Contractor, the Contractor's subcontractors, subcontractor's lower tier contractors, to properly execute the Consultant's design.

9.3 Consultant shall not assume responsibility for problems arising from, or in part to, modification to the Consultant's design made (without sanction of the Consultant) by the Contractor, the Contractor's subcontractors or subcontractor's lower tier contractors.

## **Article 10 - Terms and Termination**

10.1 This Agreement shall be effective September 1, 2021.

10.2 Either party may terminate this Agreement at any time with or without cause, on Thirty (30) days written notice to the other party. In such case, the Owner shall pay Consultant for work performed through the termination date for any work in progress covered by this Agreement.

10.3 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities of the parties that may have occurred or arisen prior to termination.

## **Article 11 - Additional Provisions**

11.1 Upon request and direction of the Owner, Consultant shall submit to the Owner an analysis of the total estimated energy necessary to properly operate the selected mechanical/electrical systems(s) for the project during a normal or average year. This analysis shall include the estimated energy necessary to heat, cool and light the project and to operate the equipment essential to the project. The total annual estimated energy need shall then be translated into cost estimates based on current costs of each type of energy (i.e., electrical, oil, natural gas, etc.) for each building of the project. The Consultant shall not be responsible or held legally liable for reasonable variations between the estimated and actual energy costs that may be due to the Owner's usage of the equipment, weather conditions and increases in energy costs. The Consultant shall be compensated for its services under this section on an Hourly Basis in accordance with Article 5.1 of this Agreement.

11.2 Upon the request and direction of the Owner, Consultant shall prepare the necessary bidding information, bidding forms, the conditions of the contract, a final estimate of the construction costs for the project, and the form of agreement between the Owner and Contractor, subject to review and approval of the Owner. The Consultant shall include in the bidding information the drawings or specifications, and a requirement that the Contractor(s) provide operational manuals and adequate training for the Owner is the operation of mechanical, electrical, or heating and air conditioning systems installed by the Contractor(s). The Consultant shall be compensated for its services under this section on any Hourly Basis in accordance with Article 5.1 of this Agreement.

11.3 The Consultant shall assist and advise the Owner with the filing of documents required for the approval of governmental authorities having jurisdiction over the project performed under this Agreement.

11.4 The contract documents (drawings and specifications) are the property of the Owner who shall be vested with all common law, statutory and other reserved rights; provided, however that the Owner will indemnify and hold the Consultant harmless in the event the Owner uses such documents for purposes other than the intended project, and the Owner agrees to not distribute the contract documents to third-parties.

11.5 During the course of this Agreement, or any agreements made hereunder, the Consultant, its agents, employees or sub-contractors, shall at all times be independent contractors.

11.6 This Agreement shall be governed by Nebraska law and any claims or disputes between the parties may be subject to the institution of legal or equitable proceedings by either party or, if the parties agree, may be submitted to non-binding mediation.

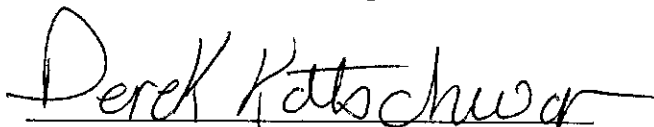
11.7 Consultant acknowledges this Agreement does not give Consultant an exclusive right to provide Professional Services described herein.

11.8 The Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

11.9 The Consultant and its sub-consultants shall use the federal immigration verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska.

**Engineering Technologies, Inc.**

**Grand Island Public Schools**



Derek R Kotschwar, P.E. Title: Principal

\_\_\_\_\_  
Bonnie Hinkle, Board of Education  
President

5/29/21  
Date

\_\_\_\_\_  
Date



**AIA**<sup>®</sup>

# Document B102<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

**AGREEMENT** made as of the FIRST day of SEPTEMBER in the year TWO THOUSAND TWENTY-ONE

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
123 S. WEBB ROAD  
GRAND ISLAND, NEBRASKA 68803

and the Architect:

*(Name, legal status, address and other information)*

CANNON MOSS BRYGGER & ASSOCIATES, P.C.  
d/b/a CMBA ARCHITECTS  
208 N. PINE ST., SUITE 301  
GRAND ISLAND, NEBRASKA 68801

for the following Project:

*(Name, location and detailed description)*

RETAIN CANNON MOSS BRYGGER & ASSOCIATES AS  
DISTRICT ARCHITECT AS STATED IN ARTICLE 7.9  
HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
GRAND ISLAND, NEBRASKA

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

User Notes:

## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

TO BE DETERMINED LATER ON AN INDIVIDUAL PROJECT BASIS WITH THE PARTIES UTILIZING AIA® DOCUMENT B201™ - 2007, AN EXAMPLE OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 Per Occurrence  
\$2,000,000 Aggregate

.2 Automobile Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

.3 Workers' Compensation

Init.

\$100,000 Each Accident  
\$100,000 Disease – Each Employee  
\$500,000 Disease – Policy Limit

.4 Professional Liability

\$3,000,000 Per Occurrence  
\$3,000,000 Aggregate

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

### BASIC SERVICES FEE

TO BE DETERMINED LATER ON AN INDIVIDUAL PROJECT BASIS BY MUTUAL AGREEMENT. SEE ATTACHMENT "A" TO BE USED BY THE OWNER AS A GUIDELINE TO DETERMINE MAXIMUM PERCENTAGE FEES FOR SERVICES INDICATED.

PROGRESS PAYMENTS SHALL BE ALLOCATED TO SERVICES AS FOLLOWS:

SCHEMATIC DESIGN DOCUMENTS - 20%  
DESIGN DEVELOPMENT DOCUMENTS - 19%  
CONSTRUCTION DOCUMENTS - 38%  
BIDDING PROJECT - 3%  
CONTRACT ADMINISTRATION SERVICES 20%  
TOTAL COMPENSATION - 100%

WHEN COMPENSATION IS BASED ON A PERCENTAGE OF THE COST OF THE WORK AND ANY PORTIONS OF THE PROJECT ARE DELETED OR OTHERWISE NOT CONSTRUCTED, COMPENSATION FOR THOSE PORTIONS OF THE PROJECT SHALL BE PAYABLE TO THE EXTENT SERVICES ARE PERFORMED ON THOSE PORTIONS, IN ACCORDANCE WITH THE CHART SET FORTH IN THIS PARAGRAPH 6.1, BASED ON (1) THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL, OR (2) IF NO SUCH BID OR PROPOSAL IS RECEIVED, THE MOST RECENT PRELIMINARY ESTIMATE OF THE

COST OF THE WORK OR DETAILED ESTIMATE OF THE COST OF THE WORK FOR SUCH PORTIONS OF THE PROJECT.

COLLECTION COSTS. IF THE OWNER FAILS TO MAKE PAYMENTS WHEN DUE AND THE ARCHITECT INCURS ANY COSTS IN ORDER TO COLLECT OVERDUE SUMS FROM THE OWNER, THE ARCHITECT MAY RECOVER ANY COSTS OR EXPENSES AS ALLOWED BY NEBRASKA LAW.

## § 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (CONSULTANTS ONLY)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents; (CONSTRUCTION DOCUMENTS ONLY)
- .5 Postage, handling and delivery; (CONSTRUCTION DOCUMENTS ONLY)

*(Paragraph deleted)*

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ZERO of the expenses incurred.

## § 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

The only compensation will be standard hourly charges and reimbursables at time of service associated with recovering files, formatting files, printing files and transmitting files. A mutually agreeable liability release and the District's authorization to transmit files is also required.

## § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of ZERO (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid FORTY-FIVE (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1 % PER MONTH

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 7.9 This Agreement shall be effective September 1, 2021, and can be terminated by either party with or without cause on 30 days written notice.

§ 7.10 (intentionally omitted)

§ 7.11 Architect acknowledges this Agreement does not give Architect an exclusive right to provide the professional services described herein.

§ 7.12 The Architect and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color religion, sex, disability or national origin.

§ 7.13 The Architect and its subcontractors shall use the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 8.1 This Agreement shall be governed by the law of Nebraska.

§ 8.2 Causes of action between the parties to this Agreement shall be governed by applicable Nebraska statutes of limitation.

### § 8.3 Insurance Limitations

The Architect agrees to maintain a claims-made policy with limits in the aggregate amount of Two Million and no/100 Dollars (\$2,000,000.00) for a period of one (1) year after substantial completion of the project. No claim shall be made against the Architect, his agents, consultants and/or employees more than ten (10) years after substantial completion of the project. If the Owner elects additional coverage beyond the Architect's limits, the Owner shall notify the Architect and pay for such additional coverage. If the Owner elects not to require additional coverage, he agrees to look solely to the amounts available under the Architect's professional liability insurance policy for any claim arising out of, in connection with, or resulting from work under liability (direct or indirect) to the Owner, or anyone claiming through the Owner, for any alleged error, omission or other claims except to the extent of the limits of such insurance.

### § 8.4 Electronic Medium

Because electronic data can be modified by persons (intentionally or otherwise) without notification to the author of said documents, the Architect reserves the right to remove all indication of his ownership and involvement in any electronic documents not held in his possession. Release of electronic data (with or without Architect's name on it) absolutely does not constitute release regarding usage thereof.

Owner may request and the Architect shall provide, electronic files for Owner's use in the operation and maintenance of the Project. Owner understands that such files are not a product and that the Architect makes no warranties either expressed or implied, or merchantability for a particular purpose. Owner understands and accepts that electronic files deteriorate and can be modified inadvertently or otherwise without authorization of the Architect. Owner understands that electronic files are not contract documents and, in the event of a conflict, printed hard copy drawings and specifications issued by Architect shall take precedence to electronic media. Architect makes no representations as to compatibility, usability or readability of the electronic files resulting from the use of software, application packages, operating systems or hardware differing from those of Architect.

### § 8.5 Hazardous Waste

Any hazardous waste or asbestos-containing material required to be tested, identified, removed, encapsulated or otherwise contained during the course of this project will be the responsibility of the Owner or their contractor(s). The Architect will be indemnified from any and all liability due to the removal, encapsulation or containment of all such identified hazardous materials.

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B201-2007, Standard Form of Architect's Services
- .3 Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Exhibit A: Fee Schedule

Exhibit B: CMBA 2021 Hourly Billing Rates;

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This Agreement entered into as of the day and year first written above.

**OWNER**

\_\_\_\_\_  
*(Signature)*

Bonnie Hinkle  
Board President

\_\_\_\_\_  
*(Printed name and title)*

**ARCHITECT**



\_\_\_\_\_  
*(Signature)*

James R. Brisnehan, AIA  
Principal | Architect

\_\_\_\_\_  
*(Printed name and title)*

Init.



# Document B201™ – 2007

## Standard Form of Architect's Services: Design and Construction Contract Administration

### for the following PROJECT:

*(Name and location or address)*

RETAIN CANNON MOSS BRYGGER & ASSOCIATES AS  
DISTRICT ARCHITECT AS STATED IN ARTICLE 7.9  
HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
GRAND ISLAND, NEBRASKA

### THE OWNER:

*(Name, legal status and address)*

HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
123 S. WEBB ROAD  
GRAND ISLAND, NEBRASKA 68803

### THE ARCHITECT:

*(Name, legal status and address)*

CANNON MOSS BRYGGER & ASSOCIATES, P.C.  
d/b/a CMBA ARCHITECTS  
208 N. PINE ST., SUITE 301  
GRAND ISLAND, NEBRASKA 68801

### THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the FIRST day of SEPTEMBER in the year TWO THOUSAND TWENTY-ONE.

*(In words, indicate day, month and year.)*

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

TO BE DETERMINED LATER ON AN INDIVIDUAL PROJECT BASIS

.2 Substantial Completion date:

TO BE DETERMINED LATER ON AN INDIVIDUAL PROJECT BASIS

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

## § 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

## § 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

## § 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

### § 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 2.6 CONSTRUCTION PHASE SERVICES

### § 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, the Architect’s responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect shall report promptly in writing to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents, except to the extent the Architect fails to report known defects, deficiencies and deviations to the Owner. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 2.6.5 CHANGES IN THE WORK**

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 2.6.6 PROJECT COMPLETION**

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming (B202™-2009)	Owner/Architect	
§ 3.1.2 Multiple preliminary designs	Not Provided	
§ 3.1.3 Measured drawings	Not Provided	
§ 3.1.4 Existing facilities surveys	Not Provided	
§ 3.1.5 Site Evaluation and Planning (B203™-2007)	Architect/Civil Engineer	3.2.1

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§ 3.1.6	Building Information Modeling (E202™-2008)	Not Provided	
§ 3.1.7	Civil engineering	Architect	
§ 3.1.8	Landscape design	Owner	
§ 3.1.9	Architectural Interior Design (B252™-2007)	Architect	3.2.2
§ 3.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 3.1.11	Detailed cost estimating	Not Provided	
§ 3.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 3.1.13	Conformed construction documents	Not Provided	
§ 3.1.14	As-designed record drawings	Not Provided	
§ 3.1.15	As-constructed record drawings	Contractor	
§ 3.1.16	Post occupancy evaluation	Not Provided	
§ 3.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 3.1.18	Tenant-related services	Not Provided	
§ 3.1.19	Coordination of Owner's consultants	Architect	3.2.3
§ 3.1.20	Telecommunications/data design	Owner	
§ 3.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 3.1.22	Commissioning (B211™-2007)	Not Provided	
§ 3.1.23	Extensive environmentally responsible design	Not Provided	
§ 3.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 3.1.25	Fast-track design services	Not Provided	
§ 3.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

3.2.1 Civil engineering is provided by the Architect. Civil engineer will be responsible for all site work and amenities outside the building.

3.2.2. Architectural Interior Design: Services include finishes and casework built into the construction.

3.2.3 The Architect or his consultants will coordinate with the following Owner consultants:

- a) Technology
- b) Building Security
- c) Mechanical/Electrical Engineering

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ( ) visits to the site by the Architect over the duration of the Project during construction
- .3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ( ) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

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adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. The Cost of the Work shall not include furniture or other equipment not included in the Construction Documents. All items included in the Construction Documents, including Owner purchased mechanical equipment, kitchen equipment, lockers, etc. shall be included in the Cost of the Work. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

Init.

requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

## ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

### BASIC SERVICES FEE

TO BE DETERMINED LATER ON AN INDIVIDUAL PROJECT BASIS BY MUTUAL AGREEMENT. SEE ATTACHMENT "A" TO BE USED BY THE OWNER AS A GUIDELINE TO DETERMINE MAXIMUM PERCENTAGE FEES FOR SERVICES INDICATED.

COLLECTION COSTS. IF THE OWNER FAILS TO MAKE PAYMENTS WHEN DUE AND THE ARCHITECT INCURS ANY COSTS IN ORDER TO COLLECT OVERDUE SUMS FROM THE OWNER, THE ARCHITECT MAY RECOVER ANY COSTS OR EXPENSES AS ALLOWED BY NEBRASKA LAW.

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect and passed on to the Owner with no mark-up.

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Nineteen	percent (	19	%)
Construction Documents Phase	Thirty-Eight	percent (	38	%)
Bidding or Negotiation Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B: CMBA 2021 Hourly Billing Rates

(Row deleted)

**ARTICLE 7 ATTACHMENTS AND EXHIBITS**

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Exhibit A: Fee Schedule

Exhibit B: CMBA 2021 Hourly Billing Rates

**Exhibit A – Fee Schedule**

**Architectural Fees for New Construction or New Addition:** The maximum fees for the Architect's services for the portion of the work that constitutes new construction or new addition to existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

<b>Project – New Construction or New Addition Cost Range</b>	<b>Maximum Percentage Fee</b>
Up to \$500,000	<u>8.52 %</u>
\$500,000 to \$1,000,000	<u>7.56 %</u>
\$1,000,000 to \$2,000,000	<u>6.39 %</u>
\$2,000,000 to \$3,000,000	<u>5.81 %</u>
\$3,000,000 to \$4,000,000	<u>5.62 %</u>
\$4,000,000 to \$5,000,000	<u>5.42 %</u>
\$5,000,000 to \$6,000,000	<u>5.38 %</u>
\$6,000,000 to \$7,000,000	<u>5.18 %</u>
\$7,000,000 and Above	<u>4.96 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

**Architectural Fees for Renovation of Existing Facilities:** The maximum fees for the Architect's services for that portion of the work that constitutes renovation of existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

<b>Project – Renovation of Existing Structures Cost Range</b>	<b>Maximum Percentage Fee</b>
Up to \$500,000	<u>9.68 %</u>
\$500,000 to \$1,000,000	<u>8.53 %</u>
\$1,000,000 to \$2,000,000	<u>7.36 %</u>
\$2,000,000 to \$3,000,000	<u>6.98 %</u>
\$3,000,000 to \$4,000,000	<u>6.90 %</u>
\$4,000,000 to \$5,000,000	<u>6.59 %</u>
\$5,000,000 to \$6,000,000	<u>6.50 %</u>
\$6,000,000 to \$7,000,000	<u>6.20 %</u>
\$7,000,000 and Above	<u>6.15 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

CMBA is willing to reanalyze fees after bid and award of contract based on actual construction.



### EXHIBIT B - 2021 STANDARD BILLING RATES

*Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.*

PRINCIPAL .....	\$180
ARCHITECT IV .....	\$150
ARCHITECT III .....	\$130
ARCHITECT II .....	\$120
ARCHITECT I .....	\$100
ARCHITECTURAL DESIGNER II .....	\$90
ARCHITECTURAL DESIGNER I .....	\$80
PROJECT MANAGER III .....	\$145
PROJECT MANAGER II .....	\$120
PROJECT MANAGER I .....	\$100
INTERIOR DESIGNER III .....	\$110
INTERIOR DESIGNER II .....	\$95
INTERIOR DESIGNER I .....	\$80
TECHNICIAN .....	\$80
INTERN .....	\$60
MARKETING SPECIALIST .....	\$100
GRAPHIC DESIGNER .....	\$85
CLERICAL .....	\$70

## SCHOOL TRANSPORTATION AGREEMENT

This Agreement is between Hall County School District 2, also known as The Grand Island Public Schools, hereinafter referred to as the “school district,” and Doc Holiday Express Company, a Nebraska corporation, hereinafter referred to as the “bus operator,” who hereby agree and contract as follows:

1. **PURPOSE.** The bus operator shall transport school students in a safe, reliable and timely manner according to the routes, schedules and bus stop locations as furnished from time to time by the school district. For the school year 2021-2022, the bus operator will provide Pupil Transportation Vehicles to serve the routes designated on the attached spreadsheet titled, “Grand Island Public School Transportation Routes Fiscal Year 2021-22,” which is hereby incorporated by this reference, for students attending school and those students attending before and after school activities. The bus operator will use the school calendar to determine when school commences and dismisses on any given day. The bus operator shall, as requested by the school district, provide other pupil transportation for school sponsored activities when such other transportation does not conflict with regular home-to-school, school-to-home or building-to-building shuttles.

2. **TERM.** This Agreement shall commence on August 1, 2021 and terminate on July 31, 2026.

3. **ROUTES AND SCHEDULES.** The school district may change routes, time schedules, or designated stops and the routes may be increased, eliminated or consolidated at the discretion of the school district to meet changing conditions. However, no increase, elimination, or consolidation, except to meet unexpected or emergency situations, will be made before the bus operator has been given a reasonable opportunity to confer with the school district with respect to the change. The parties may negotiate adjustments in the sums to be paid to the bus operator for any increase or decrease in service resulting from a change, elimination, or consolidation of routes or for additional services such as school sponsored field and activity trips. The school district may from time to time establish rules to be observed by the bus operator in connection with details incidental to the operation of the routes, including starting times, bus stop locations, discipline on the school buses, and other details that may arise in the performance of this Agreement.

4. **BUS REQUIREMENTS.** The bus operator will furnish Pupil Transportation Vehicles which comply with the “Regulations Governing The Minimum Equipment Standards And Safety Inspection Criteria For Pupil Transportation Vehicles” under Title 92, Nebraska Administrative Code, Chapter 92. Any Coach Buses furnished by the bus operator shall have been inspected or subject to inspection under the rules and regulations of the Public Service Commission, Carrier Enforcement Division of the State Patrol, or the Division of Motor Carrier Services pursuant to Sections 75-363 through 75-369.07 of the Nebraska Revised Statutes. Hereinafter, all Pupil

Transportation Vehicles and/or Coach Buses provided by the bus operator shall be referred to as “school buses.”

5. STORAGE AND MAINTENANCE. The bus operator will keep the school buses properly stored. The bus operator will have the school buses maintained by qualified mechanics so that they will be in good mechanical condition, clean, and updated with the latest equipment required by laws or regulations.

6. BUS HEATING. The buses will be equipped with working and sufficient heating systems to ensure the warmth of students.

7. BUS DRIVERS. The bus operator will furnish drivers who fulfill and comply with the “Regulations Governing Driver Qualifications And Operational Procedures For Pupil Transportation Vehicles” under Title 92, Nebraska Administrative Code, Chapter 91, including but not limited to, initial training requirements, physical and mental standards, filing a valid Medical Examiner’s Certificate for each driver it employs and providing a written report to the school district, annually obtaining from the Nebraska Department of Motor vehicles the driving record for every pupil transportation vehicle driver, comply with school bus operator’s permit, driving skills and practices, and knowledge of traffic laws, rules, and regulations which relate to school bus transportation. The bus operator will provide drivers in adequate numbers to fulfill the requirements of this Agreement. The bus operator will discharge any driver who violates laws, regulations, or the bus operator’s rules of conduct governing the operation of school buses.

8. SCHOOL BUS AIDES / INTERPRETERS / PRE-SCHOOL MONITORS. The bus operator shall employ and assign school bus aides / interpreters / pre-school monitors based on the individual requirements of students as may be required by Individual Education Plan (IEP) and/or as directed by the Request for Transportation Form. These aides/interpreters/pre-school monitors are assigned because of the nature and/or severity of the handicapping condition of each child. School bus aides/interpreters/pre-school monitors shall meet the training requirements of the school district in first aid, adult/child/infant CPR, handling infectious diseases, blood borne pathogens, behavior management, and other requirements as they become known. The bus operator will provide bus drivers who are physically capable of lifting handicapped children who require lifting.

9. STANDBY BUSES. The bus operator will have on hand standby school buses in sufficient numbers so that the bus routes and schedules are serviced in a timely manner.

10. BUS INSPECTION. The school district’s employees and agents are authorized to inspect any and all school buses and their operation by riding as passengers or by other reasonable means.

11. COMPLIANCE WITH LAWS AND REGULATIONS. The bus operator and its employees/drivers will comply with federal, state, and municipal laws, ordinances, rules, and regulations governing school transportation. During the performance of this Agreement the parties shall comply with Neb. Rev. Stat. § 4-114, which requires that every public employer and public contractor shall register with and use a federal immigration verification system (E-verify or an equivalent federal program) to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The parties shall comply with the Nebraska Fair Labor Standards, Neb. Rev. Stat. §73-102 to §73-105; and with Neb. Rev. Stat. §48-1122, which requires the contractor and its subcontractors to not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin. The parties shall also comply with the Americans with Disabilities Act of 1990 for employees performing work under this contract.

12. COMPLIANCE WITH SCHOOL POLICIES. The bus operator and its employees/drivers will comply with the school district's prohibition against discrimination (Policy 1310-Nondiscrimination), its prohibition against harassment (Policy 1311-Harassment), its prohibition against corporal punishment (Policy 8451-Physical Restraint and Seclusion), its prohibition against physical or sexual abuse of students (Policy 8551-Abuse of Students by Employees), and its prohibition against bullying (Policy 8455-Bullying and Harassment). The bus operator and its employees/drivers will maintain a standard of personal conduct toward the students and school district employees that is polite, helpful, professional and of high moral character.

13. STUDENT BEHAVIOR. Students on the school buses should conduct themselves in a manner consistent with the established standards of classroom behavior. In cases when a student does not conduct himself or herself properly on the school bus, such instances shall be brought to the attention of the building principal by the bus driver. The building principal will determine the manner and means for correcting the student's improper behavior. The bus operator will not eject any student under circumstances that may or are likely to result in injury or danger to the student.

14. WELL-BEING OF STUDENTS. The bus operator shall be fully responsible for the care and well-being of students during their period of transportation. The transportation of a student shall be deemed to have begun when the student boards the school bus, and shall be deemed to have ended when the student has completed alighting from the school bus at a reasonably safe place in which to alight in view of the circumstances then prevailing. At no time will the bus operator's office or garage be used as a depot for the transfer of students. Every effort shall be made to not keep any student on the bus for more than one hour during an in-town trip.

15. LIABILITY, INDEMNIFICATION AND DUTY TO DEFEND. The school district, or its authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or injury that may happen as a

result of the transportation services required by this Agreement. The bus operator shall assume all liability arising from such transportation services either by accident, negligence, theft, vandalism, or any cause whatsoever, and shall indemnify and defend the school district or its authorized representatives from all liability arising from accident, negligence, or any cause whatsoever that the school district may suffer as a result of the transportation services provided herein.

16. **BODILY INJURY OR PROPERTY DAMAGE REPORT.** Any incident involving bodily injury or property damage to a student or a third-party shall be reported by the bus operator to the Chief Financial Officer, as soon as possible and not later than eight hours from the time of the incident. A written report of the incident must be submitted to the Chief Financial Officer as soon thereafter as possible but no later than one day after the date of the incident.

17. **MECHANICAL INSPECTIONS AND REPORTS.** As required by Neb. Rev. Stat. § 79-602, the bus operator shall cause all Pupil Transportation Vehicles to be inspected before school opens in the fall and each eighty days during that part of the year when school is in session by a motor vehicle mechanic appointed by the school district's Board of Education, except that any Pupil Transportation Vehicle that has been inspected under rules and regulations of the Public Service Commission shall be exempted from this requirement. Within five days after such inspection the mechanic shall make a report of his or her inspection in writing on regular forms provided by the State Department of Education which shall show if the vehicle met the minimum allowable safety criteria for use. Any item not meeting such criteria shall be brought into compliance prior to the vehicle being used. A copy of "Appendix L-Mechanic's Pupil Transportation Vehicle Inspection Report" is attached hereto. Once completed, the report shall be delivered to the Chief Financial Officer.

18. **DAILY INSPECTIONS AND REPORTS.** Bus drivers shall complete the Daily Vehicle Inspection Form and the Post Route Inspection Form, samples of which are attached hereto. These reports shall be kept by the driver in the vehicle and filed weekly with the bus operator, with any damage, whether by vandalism or accident, or significant defects in lights or equipment reported immediately to the bus operator. These reports shall be submitted to the Chief Financial Officer, by June 1 of each year. At the end of each route or activity bus drivers will do a walk-through the bus to check for children and/or damage and a walk-around the bus to check for damage, and they shall describe any damage on the Post Route Inspection Form.

19. **RECORDS.** The school district shall have the right to audit, in such a manner and at all reasonable times as it deems appropriate, all activities of the bus operator arising in the course of its performance under this Agreement. The bus operator agrees to maintain all books, records, and other documents relevant to this Agreement for three years after final payment and any person duly authorized by the school district shall have full access to and right to examine any of said materials during this period. It is agreed that if an audit, litigation or other action involving records is initiated before the three year period has expired, the records must be retained until all

issues arising out of such actions are resolved, or until a three year period has passed, whichever is later.

20. PAYMENT. For the 2021-2022 school year consisting of 171 days of school the school district shall pay the bus operator in consideration and compensation for the bus operator's performance under this Agreement, the amount of \_\_\_\_\_ (\$\_\_\_\_\_) with a \$100,000 advance to be paid in August, 2021. The remaining compensation shall be paid in nine monthly installments each in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

If the actual number of days that school is in session and during which students are transported is less than 171 days, the school district shall receive from the bus operator a refund calculated on a pro rata basis for the days less than 171. If the actual number of days that school is in session and during which students are transported exceeds 171 days, the school district will pay the bus operator for the additional days calculated on a pro rata basis. Appended to this Agreement is the 2021-2022 Transportation Routes Payment Schedule.

21. BUS OPERATOR RESPONSIBLE FOR FUEL AND EMPLOYEE WAGES AND BENEFITS. The bus operator shall furnish all fuel used in its performance of this Agreement and it assumes all risk for volatility or variation in fuel prices. The bus operator also assumes all risk and responsibility for bus operator's employees' wages and benefits.

22. INSURANCE. The bus operator will purchase a liability insurance policy or policies from an insurance company authorized to do business in Nebraska, with the following minimum limits:

Commercial General Liability:

Each Occurrence	\$5,000,000
Damage to Rented Premises	\$100,000
Medical Expense, (Any one person)	\$5,000
Personal & Advertising Injury	\$5,000,000
General Aggregate	\$5,000,000

Automobile Liability:

Combined Single Limit: (each accident)	\$5,000,000
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A COPY OF THE BUS OPERATOR'S LIABILITY INSURANCE POLICY MUST BE PROVIDED ANNUALLY TO THE CHIEF FINANCIAL OFFICER PRIOR TO BEGINNING SERVICE EACH YEAR. Such policy or policies shall be conditioned for the payment of any and all damages on account of bodily injury or death, personal injury or injury to or destruction of property that may accrue to any person or persons by reason of the bus operator's negligent or careless performance or lack of performance

of this Agreement. The school district shall be added to the insurance policy or policies as an additional named insured and a certificate of insurance will be provided annually to the school district. A copy of the signed insurance policy or policies will be given to the school district if requested. The bus operator will purchase worker's compensation insurance for its employees as will protect it from claims that may arise under this Agreement. The bus operator shall not commence work under this Agreement until it has obtained all insurance stated above.

23. INDEPENDENT CONTRACTOR STATUS. The bus operator is and shall be considered an independent contractor and shall not be held or deemed in any way to be the agent or employee of the school district. No officer, employee or agent of the bus operator shall be deemed to be an officer, employee or agent of the school district, unless he or she is also an officer, employee or agent of the school district.

24. RIGHTS OF TERMINATION. In addition to any other rights the school district may have, the school district shall have the right to immediately terminate this Agreement if:

- a. the bus operator becomes insolvent;
- b. the bus operator makes an assignment for the benefit of creditors;
- c. a voluntary or involuntary petition in bankruptcy is filed by or against the bus operator;
- d. the bus operator fails to perform any transportation schedule when notified to do so by the school district;
- e. the bus operator abandons the work;
- f. the bus operator without just cause reduces its working force or school bus fleet to a number that, if maintained, would be insufficient, in the opinion of the school district, to carry out the work in accordance with this Agreement;
- g. the bus operator assigns, transfers, conveys, or otherwise disposes of this Agreement, or any part thereof, without approval of the school district;
- h. a receiver or receivers are appointed to take charge of the property or affairs of the bus operator;
- i. the bus operator, its agents and/or employees fail to comply with state or federal law concerning school bus transportation;

- j. the parties fail to reach a mutually satisfactory agreement pursuant to Section 27, below.

25. PRINCIPAL OFFICE ADDRESS. All written notices and correspondence to the school district shall be delivered to the school district's Chief Financial Officer at 123 South Webb Road, P.O. Box 4904, Grand Island, Nebraska, 68802. All written notices and correspondence to the bus operator shall be delivered to its principal office, Doc Holiday Express Company, 1932 Aspen Circle, Grand Island, Nebraska, 68803.

26. GOVERNING LAW. This Agreement shall be governed by the law of Nebraska, and venue for all disputes shall be in the applicable County or District Court of Hall County, Nebraska.

27. NEGOTIATIONS FOR FUTURE SCHOOL YEARS. For years after the 2021-2022 school year, the performance of this Agreement is contingent upon the Board of Education for the school district adopting budget appropriations sufficient to fund such performance. If funding is available after the 2021-2022 school year, the payment for the bus operator's performance under this Agreement shall increase by two percent (2%) from that paid for the previous school year. If the bus operator requests an additional amount, which shall not exceed an additional two percent (2%), the request must be made in writing at least six months prior to the start of the next school year. In such case, the school district has until August 30 to accept or deny the request. It is also understood and agreed that after the 2021-2022 school year, this Agreement is contingent upon annual negotiations between the school district and bus operator as to the specific number and location of routes, types of routes and cost of each route to be contracted with the bus operator.

28. HEADINGS. The headings in this Agreement are for convenience only and shall have no substantive or procedural effects in construing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

EXECUTED: \_\_\_\_\_, 2021.

Hall County School District 2,

Doc Holiday Express Company,  
A Nebraska Corporation,

By: \_\_\_\_\_  
Bonnie Hinkle, President, Board  
of Education for Hall County  
School District 2

By: \_\_\_\_\_  
Joseph M. Brown, President

# Grand Island Public Schools

Transportation Routes  
Fiscal Year 2021 - 2022

Route	Description	FY21-22 Rate @102.0% of FY20-21 Per Day *	July	August	September	October	November	December	January	February	March	April	May	FY21-22	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
M_Barr1	Middle - Barr AM/PM	\$476.46	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$81,474.60	\$8,515.85	\$76,642.61	\$4,831.99	\$8,515.85
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	\$476.46	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$81,475.28	\$8,515.92	\$76,643.25	\$4,832.03	\$8,515.92
M_Wal1	Middle - Walnut AM/PM	\$476.46	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$81,474.60	\$8,515.85	\$76,642.61	\$4,831.99	\$8,515.85
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	\$476.46	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$81,475.28	\$8,515.92	\$76,643.25	\$4,832.03	\$8,515.92
M_Wal3	Middle - Walnut AM/PM	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
M_West1	Middle - Walnut AM/PM	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
M_West2	Middle - Westridge #1	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
M_West3	Middle - Westridge #2 AM/PM (Swing route - GISH, Walnut, Elem)	\$476.46	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$81,474.60	\$8,515.85	\$76,642.61	\$4,831.99	\$8,515.85
GISH1	GISH/Walnut AM/PM	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
GISH2	GISH/Walnut AM/PM	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,183.51	\$5,245.25	\$47,207.29	\$2,976.22	\$5,245.25
GISH3	GISH AM/PM (New in 2018-2019)	\$293.47	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01160.000.400.519.00811	\$50,182.85	\$5,245.19	\$47,206.67	\$2,976.18	\$5,245.19
Skills	Skills Academy AM/PM	\$311.77	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$53,312.67	\$5,572.32	\$50,150.87	\$3,161.80	\$5,572.32
NEW1	LEP Route - New Comers #1	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
NEW2	LEP Route - New Comers #2	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
NEW3	LEP Route - New Comers #3	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
NEW4	LEP Route - New Comers #4	\$307.75	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$52,625.25	\$5,500.47	\$49,504.22	\$3,121.03	\$5,500.47
Shuttle	GISH, Barr, Walnut Shuttle	\$302.10	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$51,658.95	\$5,399.47	\$48,595.23	\$3,063.72	\$5,399.47
Cont2	CPI AM-Noon-PM	\$374.60	0	15	19	19	17	13	19	18	17	19	15	171	01.2.01150.000.400.519.00000	\$64,056.40	\$6,695.27	\$60,257.43	\$3,798.97	\$6,695.27
SPED1	SPED Daily Route 1	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED2	SPED Daily Route 2	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED3	SPED Daily Route 3	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED4	SPED Daily Route 4	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED5	SPED Daily Route 5	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED6	SPED Daily Route 6	\$320.07	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$54,731.97	\$5,720.67	\$51,486.00	\$3,245.97	\$5,720.67
SPED7	SPED Daily Route 7	\$311.77	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$53,312.67	\$5,572.32	\$50,150.87	\$3,161.80	\$5,572.32
SPED8	SPED Daily Route 8	\$311.77	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$53,312.67	\$5,572.32	\$50,150.87	\$3,161.80	\$5,572.32
SPED9	SPED Daily Route 9	\$311.77	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$53,312.67	\$5,572.32	\$50,150.87	\$3,161.80	\$5,572.32
SPED10	SPED "B" Day Route Only - ADA Bus *NEW starting August 20, 2020	\$311.77	0	15	19	19	17	13	19	18	17	19	15	171	01.2.02792.000.120.519.00000	\$53,312.67	\$5,572.32	\$50,150.87	\$3,161.80	\$5,572.32
															FY20-21 Total	\$1,686,149.93	\$176,238.88	\$1,586,149.93	\$100,000.00	\$176,238.88
	<b>NOTE</b>															Less: Advance 08-01-2020	(\$100,000.00)			
	FY19-20 rates were adjusted for a 'drivers increase'.															Net Balance Due (Pd over 9 months)	\$1,586,149.93			monthly \$ * 9
																Monthly Amount (Sept - May)	\$176,238.88			Advance
																				Total
																Per Day Rate	\$9,860.53			Variance
																				\$0.00

RESOLUTION #20210610\_01

A RESOLUTION TO ADOPT SPECIFIC STANDARDS FOR ACCEPTANCE AND REJECTION OF ENROLLMENT OPTION STUDENT APPLICATIONS FOR THE 2021-2022 SCHOOL YEAR

WHEREAS, Neb.Rev.Stat. § 79-238 (Reissue 2014) requires the Board of Education of Grand Island Public Schools (hereafter, "the district") to adopt by resolution specific standards for acceptance and rejection of enrollment option applications; and

WHEREAS, the specific standards for acceptance and rejection of enrollment option applications shall be determined by setting a maximum number of option students the district will accept in any program, class, grade level, or school building, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which the district will contract based on existing contractual arrangements, and availability of appropriate special education programs; and

WHEREAS, pursuant to § 79-238 the Board of Education has determined the maximum number of enrollment option applications the district may accept for the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF GRAND ISLAND PUBLIC SCHOOLS, GRAND ISLAND, NEBRASKA, AS FOLLOWS:

1. The maximum number of enrollment option applications for special education students the district will accept is limited as set-forth in the attachment which shows current program capacity, projected enrollment and number of special education option students who may be accepted at certain schools within the district.

Adopted by the Board of Education of Grand Island Public Schools, Grand Island, Nebraska, on this 10th day of June, 2021.

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Bonnie Hinkle, President, Board of Education

Legal References: Neb.Rev.Stat. § 79-238 (Reissue 2014)  
Neb. Rev. Stat. § 79-240 (Reissue 2014)

BUILDING - LEVEL - PROGRAM	ROGRAMCAPACITY	ENROLLMENT	STUDENTS
Dodge - Level I - Elementary Special Education	45	50	0
Dodge - Level II & III - Elementary Special Education	10	17	0
Engleman - Level I - Elementary Special Education	40	44	0
Engleman - Level II & III - Elementary Special Education	5	6	0
Gates - Level I - Elementary Special Education	20	31	0
Gates - Level II & III - Elementary Special Education	5	5	0
Howard - Level I - Elementary Special Education	40	46	0
Howard - Level II & III - Elementary Special Education	5	6	0
Jefferson - Level I - Elementary Special Education	30	40	0
Jefferson - Level II & III - Elementary Special Education	5	5	0
Knickrehm - Level I - Elementary Special Education	20	24	0
Knickrehm - Level II & III - Elementary Special Education	5	8	0
Lincoln - Level I - Elementary Special Education	25	24	0
Lincoln - Level II & III - Elementary Special Education	5	6	0
Newell - Level I - Elementary Special Education	30	37	0
Newell - Level II & III - Elementary Special Education	5	6	0
Seedling - Level I - Elementary Special Education	4	4	0
Seedling - Level II & III - Elementary Special Education	1	1	0
Shoemaker - Level I - Elementary Special Education	20	29	0
Shoemaker - Level II & III - Elementary Special Education	5	9	0
Starr - Level I - Elementary Special Education	20	30	0
Starr - Level II & III - Elementary Special Education	5	6	0
Stolley - Level I - Elementary Special Education	20	24	0
Stolley - Level II & III - Elementary Special Education	2	5	0
Wasmer - Level I - Elementary Special Education	25	27	0
Wasmer - Level II & III - Elementary Special Education	5	5	0
West Lawn - Level I - Elementary Special Education	30	42	0
West Lawn - Level II & III - Elementary Special Education	5	6	0
Skills Academy - Level III - Elementary Special Education	10	13	0
Barr - Level I - MS Special Education	60	71	0
Barr - Level II & III - MS Special Education	15	26	0
Walnut - Level I - MS Special Education	100	136	0
Walnut - Level II & III - MS Special Education	25	44	0
Westridge - Level I - MS Special Education	60	62	0
Westridge - Level II & III - MS Special Education	10	20	0
Skills Academy - Level III - MS Special Education	10	12	0
Grand Island Senior High - Level I - HS Special Education	200	243	0
Grand Island Senior High - Level II & III - HS Special Education	70	91	0
Skills Academy - Level III - HS Special Education	10	15	0
Transitional Living Program - Level III - HS Special Education	8	14	0

5/19/2021



# Quotation

**Company Address** Turnitin, LLC  
2101 Webster St., Suite 1800  
Oakland, CA 94612  
US

**Quote Number** Quote-Q-484743-2

**Expiration Date** 9/1/2021

**Prepared By** Robin Gepte

**Phone** (866) 816-5046 x1220

**Email** rgepte@turnitin.com

**Contact Name** Daniel Phillips  
**Phone** 3083855900  
**Email** dphillips@gips.org  
**Fax**

**Bill To Name** Grand Island Senior High School  
**Bill To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

**Additional To Name** Grand Island Senior High School  
**Additional To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

**Quote To Name** Grand Island Senior High School  
**Quote To** 123 S Webb Rd  
PO Box 4904  
Grand Island, NE 68802-4904  
US

Product Name	Product Description	Start Date	End Date	Total
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2021	9/1/2022	USD 7,350.00
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2022	9/1/2023	USD 7,450.00
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2023	9/1/2024	USD 7,550.00
<b>Turnitin Originality</b>	Comprehensive protection against copy/paste plagiarism, student collusion, and contract cheating, covering 2600 seats	9/2/2024	9/1/2025	USD 7,650.00
<b>Online Training Session</b>	An interactive live, virtual session designed to engage and coach the audience delivered exclusively for your institution. Prior to your session we will arrange an alignment call to determine audience and outcomes. Complimentary training for each year which is \$250 per session or \$1000 total value	9/2/2021	9/1/2024	USD 0.00

**SUBTOTAL:** USD 30,000.00

**Total** USD 30,000.00

USD 0.00

**Sales Tax** USD 2,250.00

**TOTAL** USD 32,250.00

**Please Note:**

Products sold to certain states are subject to tax.  
Fee does not include applicable tax. Invoice will reflect applicable tax (state and local).

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to [ar@turnitin.com](mailto:ar@turnitin.com).

**Order Instructions:**

By signing this Quotation, as an authorized signatory of the recipient organization of this Quotation ("Organization"), I acknowledge and agree that:

- in that my Organization does not require the issuance of a Purchase Order, I hereby commit my Organization to the purchase of the Service(s) set forth herein;
- my Organization agrees that that such Services will be solely governed by the terms and conditions as set forth in <http://go.turnitin.com/reg>;
- my Organization agrees to make all payments due Net 30 days from the date of the applicable invoice;
- the related term of Service(s) will commence on the Activation Date, which is defined as the date as confirmed via the applicable invoice.

On behalf of: \_\_\_\_\_(Organization)

By: \_\_\_\_\_(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Billing contact info: (name) \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

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[orders@turnitin.com](mailto:orders@turnitin.com) or Primary Fax: (510) 764-7612, Alternate Fax: (510)764-7613

By accepting this quote, you agree to our general terms and conditions that are located at this URL:

<http://go.turnitin.com/reg>;

**Mail payment To:**

Turnitin, LLC  
PO Box 894403  
Los Angeles, CA 90189-4403

You may also contact us with your credit card information at (510) -764-7637 9am-5pm PST By accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

**Training: On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.**

**Cancellation policy:** Cancellations may only be made within the first 30 days from account activation and only for accounts that have five or fewer uploads. All lapsed accounts are subject to a reactivation fee of 8% of the license cost or \$50.00, whichever is greater. All fees must be paid prior to account reactivation.

Unless prescribed otherwise in a table below, payment in USD is due Net 30 days from the date of invoice

<b>Invoice Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>
July 1, 2021	July 31, 2021	7350.00
July 1, 2022	July 31, 2022	7450.00
July 1, 2023	July 31, 2023	7550.00
July 1, 2024	July 31, 2024	7650.00

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the THIRTEENTH day of APRIL in the year TWO THOUSAND TWENTY-ONE

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
123 S. WEBB ROAD – P.O. BOX 4904  
GRAND ISLAND, NE 68802-4904

and the Architect:  
*(Name, legal status, address and other information)*

CANNON MOSS BRYGGER & ASSOCIATES, P.C.  
d/b/a CMBA ARCHITECTS, P.C.  
208 N. PINE STREET, SUITE 301  
GRAND ISLAND, NE 68801

for the following Project:  
*(Name, location and detailed description)*

GRAND ISLAND PUBLIC SCHOOLS  
ACADEMY OF MEDICAL SCIENCE AT CHI HEALTH ST. FRANCIS  
2620 W. FAIDLEY, 8<sup>TH</sup> FLOOR  
GRAND ISLAND, NEBRASKA

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

As established by the Owner to provide 3 Learning Lab spaces and 4 general purpose classrooms with Administration space for the Medical Pathways for GIPS

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

.2 Construction commencement date:

to be determined

.3 Substantial Completion date or dates:

to be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

#### COMPETITIVE BID

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

DAN PETSCH  
HALL COUNTY SCHOOL DISTRICT 2  
GRAND ISLAND PUBLIC SCHOOLS  
123 S. WEBB ROAD – P.O. BOX 4904  
GRAND ISLAND, NE 68802-4904

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

**.3** Other, if any:  
*(List any other consultants and contractors retained by the Owner.)*

Mechanical Engineer:           Derek Kotschwar, P.E.  
Engineering Technologies Inc.  
(P) 402.476.1273  
(F) 402.476.1274

Electrical Engineer:           Tom Ernst, P.E.  
Engineering Technologies Inc.  
(P) 402.476.1273  
(F) 402.476.1274

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

JIM BRISNEHAN  
CMBA ARCHITECTS  
208 N. PINE ST., SUITE 301  
GRAND ISLAND, NE 68801

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

MIKE SPILINEK, P.E.  
OLSSON  
201 N. PINE ST.

*(Paragraphs deleted)* GRAND ISLAND, NE 68801

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000 ) for each occurrence and two million dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000 ) each accident, five hundred thousand dollars (\$ 500,000 ) each employee, and five hundred thousand dollars (\$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million dollars (\$ 3,000,000 ) per claim and three million dollars (\$ 3,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Limited
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

Init.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24 ) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1

*(Paragraphs deleted)*

Percentage Basis

*(Insert percentage value)*

FIVE AND EIGHTY-ONE HUNDREDTHS PERCENT (5.81%) OF THE TOTAL COST OF THE WORK, INCLUDING ALTERNATES

*(Paragraphs deleted)*

WHEN COMPENSATION IS BASED ON A PERCENTAGE OF THE COST OF THE WORK AND ANY PORTIONS OF THE PROJECT ARE DELETED OR OTHERWISE NOT CONSTRUCTED, COMPENSATION FOR THOSE PORTIONS OF THE PROJECT SHALL BE PAYABLE TO THE EXTENT SERVICES ARE PERFORMED ON THOSE PORTIONS, IN ACCORDANCE WITH THE CHART SET FORTH IN THIS PARAGRAPH 6.1, BASED ON (1) THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL, OR (2) IF NO SUCH BID OR PROPOSAL IS RECEIVED, THE MOST RECENT PRELIMINARY ESTIMATE OF THE COST OF THE WORK OR DETAILED ESTIMATE OF THE COST OF THE WORK FOR SUCH PORTIONS OF THE PROJECT

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

Init.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Nineteen	percent (	19	%)
Construction Documents Phase	Thirty-Eight	percent (	38	%)
Procurement Phase	Three	percent (	3	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

SEE EXHIBIT B: CMBA STANDARD BILLING RATE SCHEDULE

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (consultants only)
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents; (construction documents only)
- .4 Postage, handling, and delivery; (construction documents only)

*(Paragraph deleted)*

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;

*(Paragraphs deleted)*

- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (no markup) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 **Payments to the Architect**

##### § 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 This Agreement shall be governed by the laws of the state of Nebraska.

#### ARTICLE 13 **SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Fee Schedule

Exhibit B: CMBA Standard Hourly Billing Rates

.3 Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
BONNIE HINKLE, BOARD PRESIDENT  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
JAMES R. BRISNEHAN, PRINCIPAL/ARCHITECT  
(Printed name, title, and license number, if required)

**Exhibit A – Fee Schedule**

**Architectural Fees for New Construction or New Addition:** The maximum fees for the Architect's services for the portion of the work that constitutes new construction or new addition to existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

<b>Project – New Construction or New Addition Cost Range</b>	<b>Maximum Percentage Fee</b>
Up to \$500,000	<u>8.52 %</u>
\$500,000 to \$1,000,000	<u>7.56 %</u>
\$1,000,000 to \$2,000,000	<u>6.39 %</u>
\$2,000,000 to \$3,000,000	<u>5.81 %</u>
\$3,000,000 to \$4,000,000	<u>5.62 %</u>
\$4,000,000 to \$5,000,000	<u>5.42 %</u>
\$5,000,000 to \$6,000,000	<u>5.38 %</u>
\$6,000,000 to \$7,000,000	<u>5.18 %</u>
\$7,000,000 and Above	<u>4.96 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

**Architectural Fees for Renovation of Existing Facilities:** The maximum fees for the Architect's services for that portion of the work that constitutes renovation of existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

<b>Project – Renovation of Existing Structures Cost Range</b>	<b>Maximum Percentage Fee</b>
Up to \$500,000	<u>9.68 %</u>
\$500,000 to \$1,000,000	<u>8.53 %</u>
\$1,000,000 to \$2,000,000	<u>7.36 %</u>
\$2,000,000 to \$3,000,000	<u>6.98 %</u>
\$3,000,000 to \$4,000,000	<u>6.90 %</u>
\$4,000,000 to \$5,000,000	<u>6.59 %</u>
\$5,000,000 to \$6,000,000	<u>6.50 %</u>
\$6,000,000 to \$7,000,000	<u>6.20 %</u>
\$7,000,000 and Above	<u>6.15 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

**CMBA is willing to reanalyze fees after bid and award of contract based on actual construction.**



## EXHIBIT B - 2021 STANDARD BILLING RATES

*Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.*

PRINCIPAL .....	\$180
ARCHITECT IV .....	\$150
ARCHITECT III .....	\$130
ARCHITECT II .....	\$120
ARCHITECT I .....	\$100
ARCHITECTURAL DESIGNER II .....	\$90
ARCHITECTURAL DESIGNER I .....	\$80
PROJECT MANAGER III .....	\$145
PROJECT MANAGER II .....	\$120
PROJECT MANAGER I .....	\$100
INTERIOR DESIGNER III.....	\$110
INTERIOR DESIGNER II.....	\$95
INTERIOR DESIGNER I .....	\$80
TECHNICIAN .....	\$80
INTERN .....	\$60
MARKETING SPECIALIST.....	\$100
GRAPHIC DESIGNER.....	\$85
CLERICAL.....	\$70

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

BOE Policy Committee Meeting – Monday, June 7, 2021 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.  
Empower - Personalize - Design - Partner*

Members present:

Terry Brown  
Erika Wolfe  
Joshua Hawley  
Bonnie Hinkle  
Dr. Robin Dexter  
Dr. Tawana Grover

**Review minutes from May 10, 2021:** Approved as written.

**Review Agenda for Changes or Additions:** Updated agenda to include Policy 8457 under Final Reading for June 10 BOE.

**Policies for June 10, 2021 BOE Agenda for First Reading:** 2215 Board Membership, 2311 Board Member Vacancies, 3210 Superintendent Qualifications, Recruitment, and Appointment

**Policies for June 10, 2021 BOE Agenda for Final Reading:** 8457 Internet Safety and Acceptable Use

**Meeting dates and times:**

Monday July 12, 2021 (July 4th Holiday) 4:30PM  
August 10, 2021 4:30PM

**Policies for Review:**

2111 Board Operating Principles - Dr Dexter shared that Bonnie Hinkle cross referenced policy to Operating Principles. An equity statement has been suggested as an addition to the Student Commitments under the Educational Advocate principle. As discussed previously, the NSBA graphic describing the chain of command has been added within the policy document and will be an online link. The end goal with this policy online is to build links to the other referenced policies and documents. Policy committee evaluated this policy and 2230 to avoid redundancy. Proposal to just list examples of committees in Operating Principles with a link to 2230. Governance was added to the standing committees list, and PPRD was added as an ad hoc committee in 2230. Dr. Dexter will update with proposed edits and return to the Committee for review.

1110 Statement of Philosophy and Mission - Proposal to delete this policy due to redundancy. Move forward to BOE for approval.

2160 Policy on Policy Adoption - Dr. Dexter reviewed NASB and added information discovered. Suggested edits were approved. Move forward to BOE for approval.

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

2220 Board Officers - Dr. Dexter reviewed NASB and proposed edits to language. Proposal to add reference to non-member secretary and treasurer positions. Discussion to develop a recommendation and approval process for those non-member positions. Dr. Dexter will work on a draft and return to the Committee.

2230 Board Committees - This policy was closely evaluated with 2111 to avoid redundancy and make sure committee lists were focused into this policy. Proposed edits are to make sure descriptions of committees and examples are clearly identified and recognized in this policy. Dr. Dexter will update with proposed edits and return to the Committee for review.

2231 Ad Hoc Committees, Task Forces, and Advisory Councils - Proposal to delete this policy due to redundancy. Move forward to BOE for approval.

2440 Rules of Order - Dr. Dexter explained that this policy is required by statute to identify guidance that the Board of Education uses to conduct meetings. Discussion about grammar and language used in policy. Dr. Dexter will update with proposed edits. Move forward to BOE for approval.

5310 Transportation - Dr. Dexter explained that proposed edits are to add policy on transporting students by taxi service used by GIPS outreach programs such as Families in Transition and Migrant/ELL. Move forward to BOE for approval.

5523 Data or Records Retention - Dr. Dexter proposed edits to several records categories after consultation with legal and IT. Move forward to BOE for approval.

**Discussion:**

Graduation credits - NDE requires 200 and GIPS requires 240 - no discussion at this time.

Early Graduation - no discussion at this time.

**Policies to be Worked On:**

2216 Board of Education Student Member - application and scoring rubric - Dr. Dexter reported continuing work with Jeff Gilbertson on creating an online application form as well as paper and developing a rubric.

GIPS Needs Analysis - no further updates at this time.

Online Learning - no further updates at this time.

CoOp Activity Agreements - no further updates at this time.

**Tabled:**

This policy is still being reviewed by the Board Governance Committee.

3212 Superintendent Evaluation

Reporter for June 10, 2021 Board Meeting: Josh Hawley

Next meeting: July 12, 2021 at 4:30PM via Zoom