

GIPS BOE Regular Meeting
Thursday, July 8, 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. 2311 BOARD MEMBER VACANCIES on Final Read
 - 4.6.2. 2215 BOARD MEMBERSHIP on Final Read
 - 4.6.3. 3210 SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, AND APPOINTMENT on Final Read
 - 4.6.4. 2160 POLICY AND POLICY ADOPTION on First Read
 - 4.6.5. 2440 RULES OF ORDER on First Read
 - 4.6.6. 5310 TRANSPORTATION on First Read
 - 4.6.7. 5523 DATA OR RECORDS RETENTION on First Read
 - 4.6.8. Delete 1110 STATEMENT OF PHILOSOPHY AND MISSION on First Read
 - 4.6.9. Delete 2231 AD HOC COMMITTEES, TASK FORCES, AND ADVISORY COUNCILS on First Read
 - 4.7. CONTRACTS, MOU'S, AND AGREEMENTS
 - 4.7.1. Orientation Mobility Contract ESU 10 2021-22
 - 4.7.2. Activity Account Agreement and Corporate Authorization Resolution with Five Points Bank
Speaker(s): Ken Schroeder
 - 4.8. Approval of Agenda as submitted
5. SPECIAL RECOGNITION
 - 5.1. ACTEN CTE Administrator of the Year Award
Speaker(s): Dr. Toni Palmer
6. PUBLIC FORUM
7. INFORMATION ITEMS
 - 7.1. On Track to Thrive 2025
Speaker(s): Dr. Grover and Jennifer Worthington
 - 7.2. 2021-22 Substitute Teacher Pay Proposal
Speaker(s): Mr. Wayne Stelk

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

7.3. Request to approve Title I/CSI funds to partner with FEV Tutoring to improve academic achievement for students in Title I Schools

Speaker(s): Kate Crowe

7.4. Request to approve Title I funds to expand Dreambox licenses to all Title I schools

Speaker(s): Kate Crowe

7.5. Lease Agreement Between GIPS and Central Nebraska Education Agency for the Early Childhood Education Center at the O'Connor Learning Center and Related Matters

Speaker(s): Ken Schroeder

7.6. GIPS Safe Return to School 2021-2022

Speaker(s): Mr. Gearhart

7.7. Construction Update

Speaker(s): Mr. Petsch

7.8. Superintendent Report

Speaker(s): Dr. Grover

8. ACTION ITEMS

8.1. Extra Standard Committee Recommendations

Speaker(s): Mr. Stelk

8.2. Lease Agreement Between GIPS and Central Nebraska Education Agency for the Early Childhood Education Center at the O'Connor Learning Center and Related Matters

Speaker(s): Ken Schroeder

8.3. Recommendation to name the Principal Building

Speaker(s): Dr. Dexter

8.4. Request to approve Title I funds to expand Dreambox licenses to all Title I schools

Speaker(s): Kate Crowe

9. Grand Island Public Schools Superintendent of Schools Employment Contract

Speaker(s): Dr. Ken Schroeder

10. GIPS Building Capacity Through the Harvard Strategic Data Project

Speaker(s): Dr. Doll and Mr. Cory Gearhart

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

11. Master Agreement with Engineer Technologies (ETI), Inc.

Speaker(s): Ken Schroeder

12. Master Agreement with Cannon Moss Brygger & Associates (CMBA) Architects

Speaker(s): Ken Schroeder

13. COMMITTEE REPORTS

13.1. Finance and Facilities Committee

Speaker(s): Mr. Brown

13.2. Leading for Learning Committee

Speaker(s): Carlos Barcnas

13.3. Personnel Committee

Speaker(s): Mr. Josh Hawley

13.4. Policy Committee - No Report

13.5. Public Relations and Partnership Development Committee--No Report

13.6. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Jurgens

13.7. Governance Committee

Speaker(s): Mrs. Hinkle

13.8. GNSA / Legislative Committee

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

13.9. NASB Monthly Update

Speaker(s): Board President

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

15. RECONVENE FROM EXECUTIVE SESSION

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

17. NOTIFICATION OF UPCOMING BOARD MEETINGS

18. ADJOURNMENT

*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

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 July 8, 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
30 ZNEZ

GRAND ISLAND PUBLIC SCHOOL/Classified

123 S WEBB RD PO BOX 4904
GRAND ISLAND, NE 68802

ORDER NUMBER 990476

Sherril Sheeks being first duly sworn on oath, says that he/she is employed by The GRAND ISLAND INDEPENDENT, a newspaper printed and published in 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 bonafide 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 on the dates listed below.

Sherril Sheeks

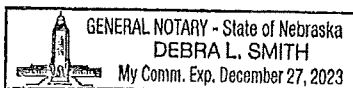
Section: Class Legals
Category: 0099 LEGALS
PUBLISHED ON: 06/30/2021

TOTAL AD COST: 16.24
FILED ON: 6/30/2021

Subscribed in my presence and sworn to before me this 30th day
of June, 2021

My commission expires 12/27, 2023

Debra L. Smith
Notary Public



***** Proof of Publication *****

State of Nebraska)
 County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

123 S WEBB RD PO BOX 4904
 GRAND ISLAND, NE 68802

ORDER NUMBER 990612

Sherril Sheeks, being first duly sworn on oath, says that he/she is employed by The GRAND ISLAND INDEPENDENT, a newspaper printed and published in 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 bonafide 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 on the dates listed below.

Sherril Sheeks

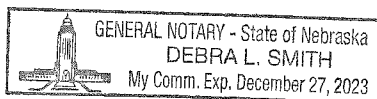
Section: Class Legals
 Category: 0099 LEGALS
 PUBLISHED ON: 06/30/2021

TOTAL AD COST: 743.85
 FILED ON: 6/30/2021

Subscribed in my presence and sworn to before me this 30th day
 of June, 2021

My commission expires 12/27, 2023

Debra L. Smith
 Notary Public



**Superintendent Pay Transparency Notice -
 Proposed Contract for Dr. Tawana Grover**

Notice is hereby given that the Board of Education has approval of a proposed Superintendent employment contract on its regular board meeting agenda for the Thursday, July 8, 2021 at 5:30 pm to be held at the Kneale Administration Building, Board of Education meeting room in Hall County, Nebraska. The actual (FY21-22) and estimated (FY22-23 & FY23-24) cost to the District and Superintendent if the proposed contract is approved for the three year term of the contract are:

2021 - 2022 (07-01-2021 through 06-30-2022)

Description	Employer Expense	Employee Expense
Salary		\$285,587.61
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
Retirement - 9.8778% (EE) *101% (ER)	\$28,209.77	-\$27,930.47
Possible Unused Vacation Days converted to TSA	\$5,492.07	\$0.00
District Contribution to 403(b)	\$10,000.00	\$0.00
Nebraska Council of School Administrators	\$335.00	\$0.00
Association for Supervision and Curriculum	\$239.00	\$0.00
American Association of School Administrators	\$470.00	\$0.00
Federal Income Tax (estimated)	\$0.00	-\$41,124.62
State Income Tax (estimated)	\$0.00	-\$14,650.64
Long Term Disability Insurance	\$628.29	-\$628.29
Health Insurance (projected)	\$8,815.08	\$0.00
Dental Insurance (projected)	\$354.48	\$0.00
Cost to Employer	<u>\$353,125.93</u>	<u>\$0.00</u>
Cost to Employee		<u>-\$98,098.93</u>

2022 - 2023 (07-01-2022 through 06-30-2023)

Description	Employer Expense	Employee Expense
Salary (Estimated)		\$285,587.61
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
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Dental Insurance (projected)	\$354.48	\$0.00
Cost to Employer	<u>\$353,125.93</u>	<u>\$0.00</u>
Cost to Employee		<u>-\$98,098.93</u>

2023 - 2024 (07-01-2023 through 06-30-2024)

Description	Employer Expense	Employee Expense
Salary (Estimated)		\$285,587.61
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
Retirement - 9.8778%	\$28,209.77	-\$27,930.47
Possible Unused Vacation Days converted to TSA	\$5,492.07	\$0.00
District Contribution to 403(b)	\$10,000.00	\$0.00
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Association for Supervision and Curriculum	\$239.00	\$0.00
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Dental Insurance (projected)	\$354.48	\$0.00
Cost to Employer	<u>\$353,125.93</u>	<u>\$0.00</u>
Cost to Employee		<u>-\$98,098.93</u>

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, June 10, 2021 at 5:31 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board.

Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:31 PM.

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

AGENDA

1. CALL TO ORDER

Meeting was called to order at 5:31 PM

2. ROLL CALL

3. MISSION STATEMENT

The Mission Statement was read by Dr. Brosz.

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. 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

4.7.1. Project Search MOU for 2021-2022

4.8. Approval of Agenda as submitted

Motion to remove the contract for Luis Hernandez Ruiz from the addendum to the staff adjustments. This contract may be brought for approval at a later date. Out of an abundance of caution I hereby declare a potential conflict of interest and hereby abstain from voting on check #76529 as part of agenda item 4.2 of the agenda materials for this meeting. Motion to move agenda item 8.7 immediately following the approval of the consent agenda, I vote in favor of all other consent items.

Passed with a motion by Lisa Albers and a second by Terry Brown.

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

5. CAMPUS HIGHLIGHTS

5.1. PK-Early Learning--Tools of the Mind: Implementing our New Instructional Resource

Amy Richards presented via video on utilizing new instructional resources to build teacher capacity, provide equitable opportunities for students, and to support enhanced student growth and development so students enter kindergarten ready for success.

6. SPECIAL RECOGNITION

6.1. Art Awards--Student Recognition

Charity LaBrie recognized art students whom have received national art awards and those students whom have received Gold State awards.

7. PUBLIC FORUM

Sherry Jones 4048 Palace Dr. Grand Island, Ne 68803, Spencer Prentice 404 N Custer Ave Grand Island, Ne 68803, Kathy Rall 109 Lakeview Circle, Apt 9 Grand Island, Ne 68803, Marjorie Creason 4310 Blauvelt Rd Grand Island, Ne 68803, Valeria Chmelka representing Michelle Carter, GIEA 1717 Gretchen Ave Grand Island, Ne 68801, Patricia Legg 8637 S Locust St Doniphan, Ne 68832

8. INFORMATION ITEMS

8.1. GIPS Foundation Check Presentation - Legacy Funds

Mrs. Traci Skalberg and Mrs. Vicki Duel on behalf of the GIPS Foundation, presented to the Board of Education and Community with information and a check signifying the total philanthropic dollars spent on district students and staff during the 2020-21 school year from Legacy and grant making funds.

8.2. GIPS Building Capacity through the Harvard Strategic Data Project

Dr. Jonathan Doll, Mr. Cory Gearhart and Mr. Pat Larsen presented to the Board of Education and Community on how this fellowship will enable two parts of our new strategic plan to be accomplished with Fidelity and with excellence because of the high caliber of Harvard University and the strategic data project of which is very familiar. We will have a close

connection to developing accurate academic return on investment (AROI) metrics and also building capacity on our school teams and district teams to use data more effectively to monitor the use of the strategic plan.

8.3. Full Service Community School

Dr. Robin Dexter presented to the Board of Education and Community about why the strategic plan calls for multiple Full Scale Community Schools in GIPS. The district has been invited to submit a grant proposal in collaboration with Hall County Community Collaborative through NDE to implement the community school model for Early Childhood Education at the O'Connor Learning Center, Howard ECE, Starr ECE, and Lincoln ECE.

8.4. Recommendation to name the Principal Building

Dr. Robin Dexter presented to the Board of Education and Community that the recommendation to the name the Principal Building will be the GIPS Islander Annex. This information will be brought back in July for action.

8.5. Resolution for Option Enrollment

Dr. Robin Dexter presented to the Board of Education and the Community the maximum number of enrollment option applications for special education students the district will accept is limited as set-forth in documentation which shows current program capacity, projected enrollment and number of special education students who may be accepted at certain schools within the district. This will be presented as both info and action during the June board of education meeting.

8.6. Extra Standard Committee Recommendations

Mr. Stelk presented to the Board of Education and the Community about the Extra Standard Committee Recommendations. The Extra Standard Committee met on May 12th, Mr. Stelk presented the committee's recommendations for the 2021-2022 school year.

8.7. JAG Year One Recap

Sherah Piercy and JAG graduate presented the Board of Education and Community about Jag's leadership development, voice & choice, Project based learning, program of work; done through career association, initiation and installation (I&I), Jobs for American Graduates, on your feet and career readiness, and service learning. Update provided on the inaugural year of the JAG program at Grand Island Senior High.

8.8. TurnItIn

Dr. Allison Bailey presented to the Board of Education and Community about TurnItIn. TurnItIn is a plagiarism add-on to Canvas that provides feedback to students on their originality, and helps teachers ensure students are turning in original work. English teachers have jumped on this and have used it with great success. Social Studies staff plan to use it more in the upcoming year.

GearUp is sponsoring this expense, and requested a four year commitment to get the best possible pricing. Pricing not to exceed a total of \$30,000.00 over the four years.

8.9. Master Agreement with Engineer Technologies (ETI), Inc.

Dr. Ken Schroeder presented to the Board of Education and Community about the current master

agreement that Grand Island Public Schools has with Engineer Technologies Incorporated (ETI) will soon lapse. The new proposed agreement has been reviewed by the district's legal counsel and by the Business Office. It appears on the agenda as an information item this month for review by the board. It was discussed in the June 2021 Finance & Facilities Committee Meeting. The agreement will be placed on the July 2021 Board meeting for consideration and final approval at the July Board Meeting.

8.10. Master Agreement with Cannon Moss Brygger & Associates (CMBA) Architects

Dr. Ken Schroeder presented to the Board of Education and the Community the current master agreement that Grand Island Public Schools has with Cannon Moss Brygger & Associates (CMBA) Architects will soon lapse. The new proposed agreement has been reviewed by the district's legal counsel and by the Business Office. It appears on the agenda as an information item this month for review by the board. It was discussed in the June 2021 Facilities and Finance Committee Meeting. The agreement will be placed on the July 2021 Board meeting for consideration and final approval at the July Board Meeting.

8.11. Construction Update

Mr. Petsch presented the construction update.

8.12. Superintendent Report

Dr. Grover presented the superintendent report.

9. ACTION ITEMS

9.1. Transportation Contract

Renewal of transportation contract for 5 years with Doc Holiday Express Company from Aug 1, 2021 thru July 31, 2026

Motion to approve the five year Transportation contract with Doc Holiday Express Company.

Passed with a motion by Terry Brown and a second by Dan Brosz.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley:

Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

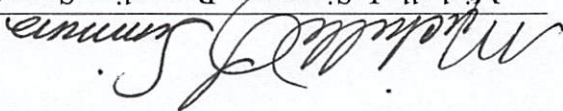
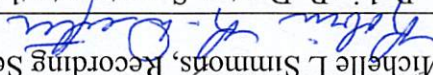
9.2. Resolution for Option Enrollment

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

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

Robin R. Dexter, Secretary to the Board

Michelle L. Simmons, Recording Secretary

A handwritten signature in black ink, appearing to read "Michelle L. Simmons", written over a horizontal line.A handwritten signature in blue ink, appearing to read "Robin R. Dexter", written over a horizontal line.

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76963	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$652.50
76964	Amazon Cap Services Inc	General Supplies	\$9,295.21
76965	Bureau Of Education & Research	Employee Training and Development Services	\$758.00
76966	City of Grand Island	Refuse Disposal	\$12.32
76967	Culligan of Grand Island	Technical Services	\$77.20
76968	Grand Island Utilities Dept	Electricity	\$12,206.21
76969	Idea Bank Marketing	Professional Services	\$291.50
76970	Verizon Wireless	Distance Education and Telecommunications	\$120.03
76971	Verizon Wireless	Distance Education and Telecommunications	\$1,790.65
76972	Wex Bank	Fuel	\$1,503.41
76973	Wex Bank	Fuel	\$483.98
76974	Wex Bank	Fuel	\$2,286.97
76975	Wex Bank	Fuel	\$1,139.40
76976	Wiper Towel Service	Technical Services	\$737.00
76977	Grand Island Independent	Advertising	\$6,344.40
76978	Grand Island Utilities Dept	Electricity	\$30,679.97
76979	First Bankcard Center/Visa	Travel	\$10.00
76980	First Bankcard Center/Visa	General Supplies	\$165.96
76981	First Bankcard Center/Visa	General Supplies	\$44.88
76982	First Bankcard Center/Visa	Employee Training and Development Services	\$3,161.00
76983	First Bankcard Center/Visa	Miscellaneous Expenditures	\$456.04
76984	First Bankcard Center/Visa	Technology Supplies	\$41.40
76985	First Bankcard Center/Visa	Employee Training and Development Services	\$745.97
76986	First Bankcard Center/Visa	Employee Training and Development Services	\$50.00
76987	First Bankcard Center/Visa	Employee Training and Development Services	\$225.00
76988	First Bankcard Center/Visa	General Supplies	\$136.49
76989	First Bankcard Center/Visa	Employee Training and Development Services	\$134.24
76990	First Bankcard Center/Visa	Books & Periodicals	\$2,382.50
76991	First Bankcard Center/Visa	Books & Periodicals	\$8,559.47
76992	First Bankcard Center/Visa	Books & Periodicals	\$39.00
76993	First Bankcard Center/Visa	Employee Training and Development Services	\$30.00
76994	First Bankcard Center/Visa	General Supplies	\$448.20
76995	Culligan of Grand Island	General Supplies	\$295.40
76996	Greenberg Fruit Company	Produce	\$653.82
76997	Hiland Dairy Foods Company LLC	Milk	\$4,233.52
76998	Mid-Nebraska Disposal Inc	Refuse Disposal	\$329.60
76999	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$852.47
77000	One Source	Technical Services	\$1,208.00
77001	Sams Club Direct	General Supplies	\$108.50
77002	School Nutrition Association	Dues and Fees	\$632.00
77003	Sherry Wabs	Professional Services	\$125.00
77004	Sherry Wabs	Professional Services	\$25.00
77005	US Foods - Grand Island	Nutrition Services Warehouse	\$1,480.11
77006	Amazon Cap Services Inc	General Supplies	\$7,678.08
77007	Anderson Ford Lincoln Mercury	Repairs and Maintenance Services	\$75.10
77008	Ashley Tomjack	Mileage Paid to Staff	\$42.80
77009	Border States Industries Inc	General Supplies	\$3,326.01
77010	Cline Williams Wright Johnson	Contracted Legal Services	\$3,442.00
77011	Essential Personnel Inc	Cleaning Services	\$1,321.29
77012	Grand Island Independent	Advertising	\$250.00
77013	Grand Island Utilities Dept	Electricity	\$48,666.42
77014	Interstate All Battery Center	General Supplies	\$40.83

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77015	Sinclair Broadcast Group	Advertising	\$427.00
77016	UniFirst Corporation	Technical Services	\$252.22
77017	Verizon Wireless	Distance Education and Telecommunications	\$455.58
77018	Verizon Wireless	Distance Education and Telecommunications	\$382.48
77019	Verizon Wireless	Distance Education and Telecommunications	\$764.31
77020	Kimberly J Schlachter	Miscellaneous Expenditures	\$16.46
77021	Nebraska Counseling Association	Miscellaneous Expenditures	\$198.00
77022	Overcoming Racism LLC	Miscellaneous Expenditures	\$3,500.00
77024	Peterson Farms Fresh Inc	Produce	\$3,228.96
77025	Amazon Cap Services Inc	General Supplies	\$268.51
77026	Culligan of Grand Island	Technical Services	\$52.30
77027	Holiday Express	Miscellaneous Expenditures	\$2,405.00
77028	Hometown Leasing	Technical Services	\$3,500.00
77029	Idea Bank Marketing	Professional Services	\$179.00
77030	First Bankcard Center/Visa	Travel	\$1,714.30
77031	First Bankcard Center/Visa	General Supplies	\$182.87
77032	First Bankcard Center/Visa	Advertising	\$1,111.15
77033	First Bankcard Center/Visa	Audio-Visual Materials	\$89.00
77034	First Bankcard Center/Visa	Dues and Fees	\$1,497.00
77035	First Bankcard Center/Visa	General Supplies	\$74.18
77036	First Bankcard Center/Visa	General Supplies	\$7.35
77037	First Bankcard Center/Visa	General Supplies	\$34.32
77038	First Bankcard Center/Visa	Dues and Fees	\$585.00
77039	First Bankcard Center/Visa	General Supplies	\$487.64
77040	First Bankcard Center/Visa	General Supplies	\$62.54
77041	First Bankcard Center/Visa	General Supplies	\$46.16
77042	First Bankcard Center/Visa	Web Based Software	\$313.29
77043	First Bankcard Center/Visa	Miscellaneous Expenditures	\$2.60
77044	First Bankcard Center/Visa	Distance Education and Telecommunications	\$3,432.79
77045	First Bankcard Center/Visa	General Supplies	\$2.45
77046	First Bankcard Center/Visa	Technology Supplies	\$503.37
77047	Nebraska Children & Families Foundation	Miscellaneous Expenditures	\$3,660.01
77048	Clearly Communications	Distance Education and Telecommunications	\$1,014.59
77049	Hiland Dairy Foods Company LLC	Milk	\$1,985.63
77050	Laura Johnson	Mileage Paid to Staff	\$71.17
77051	McGraw-Hill School Education	Books & Periodicals	\$3,601.30
77052	Nebraska Council of School Administrator	Employee Training and Development Services	\$585.00
77053	Pearson Clinical Assessment	General Supplies	\$271.90
77054	Positive Promotions Inc	General Supplies	\$178.45
77055	Psychological Assessment Resources Inc	General Supplies	\$326.16
77056	Really Good Stuff Inc	General Supplies	\$56.89
77057	Redfield & Company Inc	General Supplies	\$2,412.83
77058	Rons Music	General Supplies	\$805.97
77059	Seat Sack	General Supplies	\$99.50
77060	SitSpots	General Supplies	\$48.82
77061	Staples Business Credit	General Supplies	\$32.01
77062	Studenttreasures Publishing	Books & Periodicals	\$60.00
77063	First Bankcard Center/Visa	Miscellaneous Expenditures	\$90.00
77064	First Bankcard Center/Visa	Miscellaneous Expenditures	\$59.84
77065	First Bankcard Center/Visa	Miscellaneous Expenditures	\$118.10
77066	First Bankcard Center/Visa	Employee Training and Development Services	\$2,824.00
77067	Amazon Cap Services Inc	General Supplies	\$16,797.85

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77068	Central Community College	Books & Periodicals	\$1,229.00
77069	Cline Williams Wright Johnson	Contracted Legal Services	\$110.00
77070	Department of Health and Human Services	Dues and Fees	\$18.00
77071	Department of Health and Human Services	Dues and Fees	\$18.00
77072	Department of Health and Human Services	Dues and Fees	\$18.00
77073	Department of Health and Human Services	Dues and Fees	\$18.00
77074	Department of Health and Human Services	Dues and Fees	\$18.00
77075	Department of Health and Human Services	Dues and Fees	\$18.00
77076	Department of Health and Human Services	Dues and Fees	\$18.00
77077	Department of Health and Human Services	Dues and Fees	\$18.00
77078	Grand Island Independent	Advertising	\$1,750.00
77079	Grand Island Utilities Dept	Electricity	\$24,456.88
77080	Wolverine Brass	General Supplies	\$1,294.80
77081	First Bankcard Center/Visa	Miscellaneous Expenditures	\$8,972.14
77082	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$1,164.48
77083	HyVee	Food	\$5.98
77084	Century Link	Distance Education and Telecommunications	\$1,438.69
77085	Nasco	General Supplies	\$972.58
77086	Northwestern Energy	Utility Energy Services	\$3,325.69
77087	Office Depot	General Supplies	\$61.35
77088	Quill Corporation	General Supplies	\$417.73
77089	Scholastic Book Clubs Inc	Books & Periodicals	\$1,760.50
77090	Staples Business Credit	General Supplies	\$73.06
77091	Sally Smith	Miscellaneous Expenditures	\$22.25
77092	Amy Sjolholm	Professional Services	\$1,112.50
77093	April Sundberg	Professional Services	\$675.00
77094	DAS State Accounting - Central Finance	Distance Education and Telecommunications	\$697.47
77095	Heidi Dahlke	Professional Services	\$25.00
77096	Jaycee Gentleman	Professional Services	\$25.00
77097	Leisa Gracia	Professional Services	\$25.00
77098	Lrene Jo Braun	Professional Services	\$910.84
77099	PowerSchool Group LLC	Dues and Fees	\$18,561.32
77100	Shannon Major	Professional Services	\$25.00
77101	Unite Private Networks LLC	Distance Education and Telecommunications	\$51,586.88
77102	Ace Hardware	General Supplies	\$432.21
77103	AKRS Equipment Solutions Inc	General Supplies	\$630.10
77104	Amazon Cap Services Inc	General Supplies	\$20,225.02
77105	Associated Staffing Inc	Cleaning Services	\$1,790.88
77106	Essential Personnel Inc	Cleaning Services	\$1,373.39
77107	Five Points Bank	General Supplies	\$503.50
77108	Grand Island Utilities Dept	Electricity	\$39,366.47
77109	Hastings Public Schools	Professional Education Services	\$19,042.56
77110	University Of Ne Lincoln Cooperative	General Supplies	\$20.00
77111	Urban Superintendents Assoc of America	Dues and Fees	\$400.00
77112	Wholeness Healing Center PC	Professional Services	\$379.82
77113	Kidwell Inc	Equipment	\$7,239.50
77114	United States Treasury	Miscellaneous Expenditures	\$135.26
77115	Bryanna Metteer	Miscellaneous Expenditures	\$24.80
77116	Cheryl Vajgrt	Miscellaneous Expenditures	\$58.70
77117	Jean Taylor	Miscellaneous Expenditures	\$25.10
77118	Joseph Noyes	Miscellaneous Expenditures	\$137.20
77119	Midamerica Books	Books & Periodicals	\$670.98

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77120	Nataly Andrea Valverde	Miscellaneous Expenditures	\$24.90
77121	Nicole Schulte	Miscellaneous Expenditures	\$37.70
77122	Perry Guthery Haase & Gessford PC	Contracted Legal Services	\$1,701.00
77123	Plank Road Publishing Inc	General Supplies	\$423.55
77124	Salvador Mendoza	Miscellaneous Expenditures	\$42.65
77125	Sherri Sanchez	Miscellaneous Expenditures	\$21.20
77126	Steele Law Office	Contracted Legal Services	\$10,915.00
77127	Susan Milner	Miscellaneous Expenditures	\$44.15
77128	Tena Lofing	Miscellaneous Expenditures	\$91.55
77129	Hiland Dairy Foods Company LLC	Milk	\$2,248.44
77130	Danny Oberg	Rentals	\$3,000.00
77131	National Institute for Direct Instructio	Employee Training and Development Services	\$3,300.00
77132	Office Depot	General Supplies	\$207.88
77133	Quill Corporation	General Supplies	\$1,687.37
77134	Sams Club Direct	General Supplies	\$954.95
77135	State Electrical Division	Dues and Fees	\$110.00
77136	4Imprint Inc	Miscellaneous Expenditures	\$8,972.14
77137	Academic Therapy Publications	General Supplies	\$2,440.90
77138	ACCO Brands USA LLC GBC	General Supplies	\$462.00
77139	Ace Hardware	General Supplies	\$698.05
77140	ACP Direct	Audio-Visual Materials	\$222.82
77141	Advance Auto Parts	General Supplies	\$56.56
77142	Advanced Water Company Inc	Technical Services	\$3,625.00
77143	Alegent Health Education Department	General Supplies	\$415.00
77144	Amanda Smith	Mileage Paid to Staff	\$6.10
77145	Amazon Cap Services Inc	General Supplies	\$421.78
77146	Ameresco INC	Technology Software	\$5,000.00
77147	American Fence Co Western Ne	Technical Services	\$3,710.00
77148	Anderson's	General Supplies	\$45.95
77149	Aramark Uniform Services	Technical Services	\$971.18
77150	Arbor Scientific	General Supplies	\$933.29
77151	Audriana Kaelin Camacho	Mileage Paid to Staff	\$3.30
77152	Awards Plus	Technical Services	\$13.75
77153	B & H Photo-Video Inc	Instructional Materials Warehouse	\$4,585.94
77154	Baasch Welding	Technical Services	\$6,893.42
77155	Barnes And Noble Bookstore	Books & Periodicals	\$174.95
77156	Becky Gdowski	Mileage Paid to Staff	\$51.40
77157	Blick Art Materials	General Supplies	\$1,518.73
77158	Border States Industries Inc	General Supplies	\$6,183.28
77159	Bosselman Energy Inc	General Supplies	\$96.37
77160	Brand's	General Supplies	\$4,367.00
77161	Brenda Anderson	Mileage Paid to Staff	\$40.60
77162	Brookes Publishing Company	General Supplies	\$84.75
77163	Cannon Moss Brygger & Assoc	Buildings	\$24,994.00
77164	Central Nebraska Bobcat	Equipment	\$8,189.21
77165	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	\$6.40
77166	College Board Publications	Web Based Software	\$22,851.00
77167	Communications Engineering	General Supplies	\$994.00
77168	Communications Supply Corp	General Supplies	\$675.00
77169	Construction Rental	Technical Services	\$301.75
77170	Constructive Playthings	General Supplies	\$3,719.85
77171	CoolSpeak LLC	Employee Training and Development Services	\$15,000.00

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77172	Copycat Instant Printing	General Supplies	\$645.97
77173	Creative Teaching Press Inc	General Supplies	\$63.34
77174	Crescent Electric Supply	General Supplies	\$518.61
77175	Culligan of Grand Island	Technical Services	\$10.80
77176	Cummins Central Power	Technical Services	\$1,996.57
77177	Dan Petsch	Mileage Paid to Staff	\$33.71
77178	Decker Equipment	General Supplies	\$126.19
77179	Demco	General Supplies	\$601.56
77180	Discount Magazine Sub Service	Books & Periodicals	\$282.76
77181	Discount School Supply Order Dept	General Supplies	\$4,403.73
77182	Donna Millspaugh	Professional Services	\$50.00
77183	EAI Education	General Supplies	\$104.40
77184	Eakes Office Solutions	General Supplies	\$33,742.77
77185	Educational Service Unit 9	Professional Education Services	\$15,655.56
77186	Edupoint Educational Systems LLC	Technology Software	\$4,500.00
77187	Engineering Technologies Inc	Buildings	\$12,052.08
77188	Essential Personnel Inc	Cleaning Services	\$364.66
77189	ESU Coordinating Council	General Supplies	\$196.52
77190	Fastenal	General Supplies	\$29.87
77191	Flinn Scientific	General Supplies	\$398.70
77192	Follett School Solutions Inc	Books & Periodicals	\$641.80
77193	Fun Express LLC	General Supplies	\$67.52
77194	Gottlob Asphalt, LLC	Technical Services	\$2,795.00
77195	Grand Island Area Chamber Of Commerce	Employee Training and Development Services	\$385.00
77196	Grand Island Physical Therapy	Professional Education Services	\$64,513.61
77197	Grand Island Public Schools Nutrition Sv	Food	\$672.96
77198	Grant Boyer	General Supplies	\$39.80
77199	Great Lakes Sports	General Supplies	\$54.64
77200	Gustave A Larson Company	General Supplies	\$1,235.41
77201	H L Flake Co LTD	General Supplies	\$428.82
77202	hand2mind Inc	General Supplies	\$77.75
77203	Heartland Health Center	Professional Services	\$8,020.00
77204	Hesselgesser Electric	General Supplies	\$2,542.75
77205	Hooker Bros Sand & Gravel Inc	General Supplies	\$388.22
77206	Intermountain Lock & Supply Co	General Supplies	\$152.68
77207	International Fun-Shop Inc	General Supplies	\$551.98
77208	Interstate All Battery Center	General Supplies	\$219.45
77209	Island Sprinkler Supply	General Supplies	\$3,901.87
77210	Jacqueline Juarez Meier	Mileage Paid to Staff	\$39.93
77211	Jami Lee Dutcher	Mileage Paid to Staff	\$31.02
77212	Jennifer Koralewski	Technical Services	\$167.72
77213	Jenny Lynn Rother	Mileage Paid to Staff	\$46.36
77214	Johnson Hardware	General Supplies	\$7,056.00
77215	JW Pepper Son Inc	General Supplies	\$129.49
77216	Kagan Professional Development	General Supplies	\$45.00
77217	Kaplan Early Learning Co	General Supplies	\$959.58
77218	Kari Voss	General Supplies	\$50.94
77219	Karisa Dubbs	Mileage Paid to Staff	\$18.87
77220	Kelli Mayhew	Mileage Paid to Staff	\$32.59
77221	Kelly Supply Co	General Supplies	\$2,485.97
77222	Kenneth DeFrank	Mileage Paid to Staff	\$56.56
77223	Kevin M Liess	General Supplies	\$65.22

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77224	Kimberly J Schlachter	Mileage Paid to Staff	\$6.94
77225	Lakeshore Learning Materials	Books & Periodicals	\$3,803.78
77226	Laser Works	General Supplies	\$208.46
77227	Learning Sciences International LLC	Employee Training and Development Services	\$1,900.00
77228	LessonPix Inc	Web Based Software	\$765.00
77229	Lincoln Public Schools	Employee Training and Development Services	\$525.00
77230	Literacy Resources LLC	General Supplies	\$605.51
77231	Love Signs	Technical Services	\$1,500.00
77232	LUNA Language Services	Professional Services	\$100.00
77233	Marilyn Luther	Technical Services	\$167.72
77234	Matheson Tri Gas Inc	General Supplies	\$147.87
77235	Mechanical Sales Inc	General Supplies	\$8,083.00
77236	Melsen Striping LLC	Technical Services	\$4,841.00
77237	Menards	General Supplies	\$4,031.00
77238	Meredith Davis	Mileage Paid to Staff	\$61.08
77239	Mid-West 3D Solutions LLC	General Supplies	\$1,890.00
77240	Midwest Alarm Services	Technical Services	\$75.00
77241	Moore Music Co	General Supplies	\$200.00
77242	Nasco	General Supplies	\$204.95
77243	Nathan Helzer	General Supplies	\$67.88
77244	Networkfleet Inc.	Repairs and Maintenance Services	\$1,957.38
77245	Nichole Stoltenberg	Mileage Paid to Staff	\$36.40
77246	One Source	Technical Services	\$1,184.00
77247	Pearson Clinical Assessment	General Supplies	\$2,622.26
77248	Peter G Kok	General Supplies	\$45.00
77249	Policy Studies Associates Inc	Professional Education Services	\$9,166.67
77250	Protex Central Inc	Technical Services	\$1,481.66
77251	Providence Health Center Institute LLC	Miscellaneous Expenditures	\$180.00
77252	Really Good Stuff Inc	General Supplies	\$1,416.93
77253	Really Great Reading Company LLC	General Supplies	\$2,290.20
77254	Reams Sprinkler Supply Co	General Supplies	\$5,633.68
77255	Rentokil North America Inc	Technical Services	\$1,838.00
77256	Respondus Inc	Web Based Software	\$3,435.00
77257	Riekes Equipment Company	General Supplies	\$304.00
77258	Riverside Technologies Inc	Technology Supplies	\$6,018.00
77259	Roberts Pump & Supply Co	General Supplies	\$4.56
77260	Ronald G Hester	Mileage Paid to Staff	\$87.24
77261	Rons Music	General Supplies	\$374.95
77262	Rose Zlomke	Mileage Paid to Staff	\$19.32
77263	Rosemary Gomez	Mileage Paid to Staff	\$40.26
77264	Safety-Kleen Corporation	General Supplies	\$970.44
77265	Sapp Bros Petroleum Inc	General Supplies	\$1,438.20
77266	Sarah K Henry	Mileage Paid to Staff	\$60.81
77267	Scantron Corporation	General Supplies	\$931.75
77268	School Datebooks Inc	General Supplies	\$1,472.49
77269	School Specialty Inc	General Supplies	\$2,109.66
77270	Shar Products Company	General Supplies	\$912.16
77271	Sheffield Tree Service	Technical Services	\$2,800.00
77272	Sherril Tolen	Employee Training and Development Services	\$22.40
77273	Sherwin Williams Company	General Supplies	\$973.99
77274	SitSpots	General Supplies	\$80.98
77275	SLP Toolkit LLC	Web Based Software	\$3,655.00

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
77276	Social Thinking	General Supplies	\$125.33
77277	Sonova USA Inc	Repairs and Maintenance Services	\$337.99
77278	Stacie Faber	Mileage Paid to Staff	\$14.33
77279	State Glass Inc	General Supplies	\$298.30
77280	Stelling Brass & Winds	Technical Services	\$2,325.75
77281	Striv Inc	Technology Supplies	\$756.00
77282	Susi Epperson Consulting, LLC	Employee Training and Development Services	\$350.00
77283	Tawana Grover	Travel	\$196.11
77284	Teachers Discovery	General Supplies	\$466.92
77285	The Home Depot Pro	Custodial Supply Warehouse	\$23,108.52
77286	The Prophet Corporation	General Supplies	\$835.26
77287	The Singing Classroom Inc	Web Based Software	\$219.96
77288	Therese Hulme	Mileage Paid to Staff	\$4.87
77289	Thinking Cap Quiz Bowl	Dues and Fees	\$365.00
77290	Timothy Dvorak	Technical Services	\$167.72
77291	Toledo Physical Education Supply Company	General Supplies	\$19.90
77292	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$2,099.94
77293	Tonya Papineau	Mileage Paid to Staff	\$26.99
77294	Toofast Supply	General Supplies	\$520.29
77295	Tool Barn Rentals Inc	Technical Services	\$350.00
77296	Travas G Wright	Mileage Paid to Staff	\$16.32
77297	Tri-Cities Group Inc.	Technical Services	\$2,196.52
77298	Tyler Technologies Inc	Employee Training and Development Services	\$600.00
77299	Uline	General Supplies	\$2,015.16
77300	Ultra Chem Inc	General Supplies	\$681.05
77301	UniFirst Corporation	Technical Services	\$586.72
77302	Voyager Sopris Learning Inc	General Supplies	\$5,498.89
77303	Wendy Louder	General Supplies	\$12.48
77304	West Music Co	General Supplies	\$912.13
77305	Windy City Wire	General Supplies	\$1,079.00
77306	Winsupply of Grand Island	General Supplies	\$9,224.40
77307	Woodwards Disposal Service Inc	Refuse Disposal	\$235.00
77308	Woodwind and Brasswind Inc	General Supplies	\$78.30
77309	Yandas Music	General Supplies	\$7,182.48
77310	Young Womens Christian Assoc	General Supplies	\$100.00
77311	Ace Hardware	General Supplies	\$5.59
77312	Amazon Cap Services Inc	General Supplies	\$55.16
77313	Cash-Wa Distributing	Nutrition Services Warehouse	\$10,963.17
77314	EMS Linq Inc	Web Based Software	\$21,753.80
77315	Helen Batenhorst	Milk	\$8.44
77316	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$2,486.66
77317	NAPA Auto Parts of Grand Island	Vehicles	\$23.97
77318	Pan-O-Gold Baking Co	Bread	\$27.52
77319	US Foods - Grand Island	Nutrition Services Warehouse	\$4,593.04
77320	Village Cleaners	Nutrition Services Warehouse	\$92.16
ACH	BOKF, National Association	Interest on Long-Term Debt	\$20,752.50
ACH	BOKF, National Association	Interest on Long-Term Debt	\$3,250.00
ACH	BOKF, National Association	Interest on Long-Term Debt	\$18,312.35
ACH	BOKF, National Association	Interest on Long-Term Debt	\$39,725.00
ACH	BOKF, National Association	Debt Related Expenditures/Expenses	\$200.00
ACH	BOKF, National Association	Interest on Long-Term Debt	\$406,392.50
ACH	BOKF, National Association	Interest on Long-Term Debt	\$666,177.05

Grand Island Public Schools

Claims Listing

July 8, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
ACH	BOKF, National Association	Interest on Long-Term Debt	\$161,070.02
ACH	BOKF, National Association	Debt Related Expenditures/Expenses	\$32,607.00
ACH	BOKF, National Association	Debt Related Expenditures/Expenses	\$26,362.50
ACH	BOKF, National Association	Interest on Long-Term Debt	\$12,590.56
ACH	Wells Fargo Equipment Finance Inc	Technical Services	\$8,781.03
ACH	Sterling Computers	Technology Software	\$189,540.58
		June Claims	\$2,532,683.26
		June 15, 2021 Payroll	\$8,108,757.43
			<u>\$10,641,440.69</u>

Kneale Administration Building



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

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June 17, 2021

RE: Proposals Received for Motor Coach and School Bus
Transportation Charges for School Year 2021-2022

BUDGET:

Varies by building

PROPOSALS GIVEN TO:

Arrow Stage Line	Holiday Express
Navigator Motorcoaches	Adventure Bus & Charter

PROPOSALS RECEIVED:

A complete tabulation of proposals received is on the following page.

RECOMMENDATION:

It is recommended to place the proposals from Adventure Bus & Charter, Holiday Express, and Navigator Motorcoaches on file. The schools will use either provider and schedule trips accordingly. This will be a non-exclusive agreement for the 2021-2022 school year.

Dan O. Petsch
Director of Buildings and Grounds

Grand Island Public Schools
Motorcoach and School Bus Transportation Charges
School Year 2021-2022

Motorcoach	Supplier: Adventure Bus & Charter			Supplier: Holiday Express			Supplier: Navigator Motorcoaches		
	Travel To	Cost	# of Hours	Cost for Additional Hours	Cost	# of Hours	Cost for Additional Hours	Cost	# of Hours
Beatrice	\$720	10	\$65	\$750	10	\$75	\$1,129	10	\$23
Broken Bow	\$635	10	\$65	\$650	10	\$75	\$775	8	\$23
Central City	\$500	5	\$65	\$500	6	\$75	\$775	8	\$23
Columbus	\$600	8	\$65	\$580	10	\$75	\$775	8	\$23
Council Bluffs	\$1,075	12	\$65	N/A	N/A	\$75	\$1,270	10	\$23
Crete	\$675	8	\$65	\$650	10	\$75	\$862	9	\$23
Elgin	\$680	8	\$65	\$650	10	\$75	\$801	9	\$23
Elkhorn	\$1,025	12	\$65	\$1,050	10	\$75	\$1,176	10	\$23
Firth	\$850	12	\$65	\$750	10	\$75	\$1,109	10	\$23
Fremont	\$775	12	\$65	\$750	10	\$75	\$995	9	\$23
Gothenburg	\$745	12	\$65	\$750	10	\$75	\$962	9	\$23
Grand Island	\$500	5	\$65	\$400	6	\$75	\$775	8	\$23
Hastings	\$500	5	\$65	\$500	6	\$75	\$775	8	\$23
Holdrege	\$600	8	\$65	\$650	10	\$75	\$795	8	\$23
Kearney	\$550	5	\$65	\$575	8	\$75	\$775	8	\$23
Lexington	\$675	8	\$65	\$675	10	\$75	\$795	8	\$23
Lincoln	\$725	12	\$65	\$750	10	\$75	\$895	9	\$23
Maryville, MO	\$1,445	12	\$65	N/A	N/A	\$75	\$1,678	10	\$23
Minden	\$600	8	\$65	\$575	8	\$75	\$775	8	\$23
McCook	\$965	12	\$65	\$1,000	10	\$75	\$1,230	10	\$23
Millard	\$1,025	12	\$65	\$1,050	10	\$75	\$1,163	10	\$23
Norfolk	\$740	12	\$65	\$750	10	\$75	\$948	9	\$23
North Platte	\$975	12	\$65	\$1,050	10	\$75	\$1,196	10	\$23
Omaha	\$1,025	12	\$65	\$1,050	10	\$75	\$1,263	10	\$23
Ord	\$600	8	\$65	\$580	8	\$75	\$775	8	\$23
Peru	\$1,025	12	\$65	\$1,050	10	\$75	\$1,330	10	\$23
Scottsbluff	\$2,000	15	\$65	\$2,125	12	\$75	\$2,698	12	\$23
Sioux City	\$1,100	12	\$65	\$1,150	12	\$75	\$1,464	10	\$23
York	\$550	8	\$65	\$580	8	\$75	\$775	8	\$23

Fuel Surcharge	Supplier: Adventure Bus & Charter		Supplier: Holiday Express		Supplier: Navigator Motorcoaches	
	Fuel Surcharge Percentage	Price Per Gallon	Fuel Surcharge Percentage	Price Per Gallon	Fuel Surcharge Percentage	Price Per Gallon
No Fuel Surcharge	less than \$2.99		5%	\$3.10 - \$3.25	1%	\$3.05 - \$3.15
2%	\$3.00 - \$3.25		7%	\$3.26 - \$3.51	2%	\$3.15 - \$3.25
3%	\$3.26 - \$3.40		9%	\$3.52 - \$3.77	3%	\$3.25 - \$3.35
4%	\$3.41 - \$3.55		11%	\$3.78 - \$4.03	4%	\$3.35 - \$3.45
5%	\$3.56 - \$3.70		13%	\$4.04 - \$4.29	5%	\$3.45 - \$3.55
6%	\$3.71 - \$3.85		15%	\$4.30 - \$4.55		
7%	\$3.86 - \$4.00		17%	\$4.56 - \$4.81		
8%	\$4.01 - \$4.15					
9%	\$4.16 - \$4.30					
10%	\$4.31 and above					

Example: 3% 2.80-2.90

Fuel Surcharge continues to increase at 1% for every 10c in fuel price increase.

School Bus	Supplier: Adventure Bus & Charter			Supplier: Holiday Express			Supplier: Navigator Motorcoaches		
	Travel To	Cost	# of Hours	Cost for Additional Hours	Cost	# of Hours	Cost for Additional Hours	Cost	# of Hours
Albion	\$400	8	\$40	\$450	8	\$45			
Ashland	\$550	8	\$40	\$550	8	\$45			
Aurora	\$350	5	\$40	\$325	6	\$45			
Axtell	\$350	5	\$40	\$375	8	\$45			
Beatrice	\$550	8	\$40	\$550	8	\$45			
Broken Bow	\$500	10	\$40	\$490	8	\$45			
Cairo	\$350	5	\$40	\$325	6	\$45			
Central City	\$350	5	\$40	\$325	6	\$45			
Columbus	\$450	8	\$40	\$490	8	\$45			
Cozad	\$475	8	\$40	\$490	8	\$45			
Crete	\$500	8	\$40	\$550	8	\$45			
David City	\$400	8	\$40	\$490	8	\$45			
Firth	\$550	8	\$40	\$545	8	\$45			
Fremont	\$600	10	\$40	\$590	10	\$45			
Gibbon	\$300	5	\$40	\$350	6	\$45			
Gothenburg	\$500	10	\$40	\$550	8	\$45			
Grand Island	\$300	5	\$40	\$300	6	\$45			
Harvard	\$325	5	\$40	\$325	6	\$45			
Hastings	\$325	5	\$40	\$325	6	\$45			
Holdrege	\$450	8	\$40	\$450	8	\$45			
Juniata	\$350	5	\$40	\$325	6	\$45			
Kearney	\$400	8	\$40	\$400	8	\$45			
Lexington	\$500	8	\$40	\$550	8	\$45			
Lincoln	\$550	10	\$40	\$550	8	\$45			
Minden	\$400	8	\$40	\$400	8	\$45			
Norfolk	\$550	10	\$40	\$550	10	\$45			
North Platte	\$650	8	\$40	\$650	10	\$45			
Omaha	\$650	8	\$40	\$650	10	\$45			
Ord	\$400	8	\$40	\$450	8	\$45			
Osceola	\$400	8	\$40	\$400	8	\$45			
Palmer	\$325	8	\$40	\$325	6	\$45			
Ravenna	\$350	8	\$40	\$325	6	\$45			
St. Libory	\$325	5	\$40	\$325	6	\$45			
St. Paul	\$325	5	\$40	\$325	6	\$45			
Schuyler	\$500	8	\$40	\$490	8	\$45			
Seward	\$475	8	\$40	\$550	8	\$45			
Utica	\$400	8	\$40	\$450	8	\$45			
Wood River	\$325	5	\$40	\$325	6	\$45			
York	\$400	8	\$40	\$400	8	\$45			

Kneale Administration Building



Kris Spellman, R.D., School Nutrition Specialist
 Director of Nutrition Services

Date: June 9, 2021

RE: Proposal for Food and Supplies for 2021-2022 school year.

Budget: Nutrition Services

Proposals given to:

- US Foods – Grand Island, Grand Island, NE
- CashWa Distributing, Kearney, NE
- Preferred Food Group (Formerly Reinhart Foods), Omaha, NE

Proposals Received:

- US Foods – Grand Island, Grand Island, NE
- CashWa Distributing, Kearney, NE
- Preferred Food Group (Formerly Reinhart Foods), Omaha, NE

A Market Basket approach was used to determine the successful distributor. The top 60 percent of items by dollar value usage were listed for Market Basket pricing. The distributor with the lowest total of Market Basket items was awarded a score. All scoring categories were determined below:

Desired Standard	Possible Score	US Foods GI	CashWa Distributing	PFG
Market Basket Pricing: Vendor submitted prices for 100% of Market Basket items or submits accepted substitute	10	0	10	0
All Instructions for completing spreadsheet with pertinent information are followed. Rating 1 - 5	5	2	5	0
Lowest total of Market Basket items X estimated usage cost	30	30	0	NA
Lowest Total Fixed Free on remaining proposal items	20	0	20	NA
Minimum Order: Vendor with lowest minimum order cost	5	5	5	NA
Minimum Order Case Quantity: Distributor with lowest case count per delivery	5	5	5	NA
Integration with Titan software for PO submittal, invoicing, and payment - Current or ability to integrate in the next school year	20	20	20	0
GIPS historical experience with Distributor - overall performance of Distributor. Rating 1 - 5	5	2	5	NA
	100	64	70	NA

It is recommended that the Board accept Cash Wa Distributing as the Prime Vendor for the 21-22 school year with the option to renew each year for up to four years.

Documents and calculations are available for inspection if needed.

Kris Spellman
Director of Child Nutrition

Kneale Administration Building



Kris Spellman, R.D., School Nutrition Specialist
Director of Nutrition Services

Date: June 9, 2021

RE: Proposal for Bread and Bakery for 2021-2022 school year.

Budget: Nutrition Services

Proposals given to:

- Pan O Gold – Grand Island, NE
- Bimbo Bakery – Kansas City, MO

Proposals Received:

- Pan O Gold – Grand Island, NE

Distributor	Estimated Cost for 21-22	
Pan O' Gold	\$ 62,235.67	\$ 62,235.67
Bimbo Bakery	No Proposal Received	

It is recommended that the Board accept Pan O' Gold as the Prime Vendor for the 21-22 school year with the option to renew each year for up to four years.

Kris Spellman
Director of Child Nutrition

Kneale Administration Building



Kris Spellman, R.D., School Nutrition Specialist
Director of Nutrition Services

Date: June 9, 2021

RE: Proposal for Milk and Dairy for 2021-2022 school year.

Budget: Nutrition Services

Proposals given to:

Hiland Dairy – Grand Island, NE / Omaha, NE
Dean Foods/ Land O Lakes, Des Moines, IA

Proposals Received:

Hiland Dairy – Grand Island, NE/ Omaha, NE

Distributor	Estimated Cost for 21-22	
Hiland Dairy	\$ 310,784.10	
Dean Foods/ Land O Lakes	No Proposal Received	

It is recommended that the Board accept Hiland Dairy as the vendor for the 21-22 school year with the option to renew each year for up to four years.

Kris Spellman
Director of Child Nutrition

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

**STAFF ADJUSTMENT
July 8, 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>
Jill Bonk	Second Grade/1.0 FTE/Dodge	08/05/21	BA-02	Wayne State College	H. Kor
Luis Fernández Ruiz	Spanish/1.0 FTE/Senior	08/05/21	MA+45 -11	Universidad de Alcala	J. Lau
Laura Galloway	Kindergarten/1.0 FTE/Starr	08/05/21	BA+09 -05	Chadron State College	M. Caspersen
Pamela Homolka	Early Childhood/1.0 FTE/ Early Learning Center	08/05/21	MA-03	UNK	J. Kleopfer
James Preston	Mathematics/1.0 FTE/Senior	08/05/21	BA-07	UNK	A. Smalley
Tina Sawyers	English Language Arts/ 1.0 FTE/Barr	08/05/21	BA+09 -07	Hastings College	T. Johansen
Kristen Schwarz	Intervention Specialist/ .53 FTE/Knickrehm	08/05/21	BA+09 -03	Hastings College	Approved by Board
William Tuttle	English/1.0 FTE/Virtual High School	08/05/21	MA-02	Kansas State University	Approved by Board

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Megan Billington	Head Boys and Girls Cross Country/Senior	08/04/21	S. Hirchert

New Hire/Extra Standard Assignment (cont.)

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Steven Dunham	MS Islander Power Weight Training/Barr	05/24/21	K. Jenkins
Clinton Felber	MS Islander Power Weight Training/Barr	05/24/21	C. Felber
Jayson Gregory	Junior Varsity Girls Basketball/Senior	08/04/21	A. Berg
Jason Jones	MS Islander Power Weight Training/Westridge	05/24/21	J. Jones
Jennifer Kramer	MS Islander Power Weight Training/Westridge	05/24/21	Increase number of participants
Eon Lemburg	MS Islander Power Weight Training/Walnut	05/24/21	E. Lemburg
Kimberly Luthy	MS Islander Power Weight Training/Walnut	05/24/21	K. Luthy
Season Mellema	9th Grade Head Girls Basketball/Senior	08/04/21	S. Finnegan
Marcus Moreno	Reserve Softball/Senior	08/04/21	L. Reinke
Faviola Seiler	MS Assistant Volleyball/Walnut	08/05/21	M. Foltz
Cody Wheeler	MS Islander Power Weight Training/Westridge	05/24/21	C. Wheeler

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Bryan Burtle	Maintenance HVAC Licensed/Admin. Bldg.	1.0	06/22/21	J. Dankert
Sydney McIntyre	Yard Worker/Admin. Bldg.	1.0	06/01/21 -10/15/21	Seasonal
Haley Wiemers	Communications Intern/Admin. Bldg.	.48	05/28/21	O. Murcia Guardado

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Morgan Caspersen	Kindergarten/1.0 FTE/Starr	New position	05/26/21

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Paul Cloutier	9th & 10th Grade Baseball/Senior	Personal	05/24/21
Kevin Jenkins	MS Islander Power Weight Training/Barr	Personal	05/21/21
Jacob Myers	9th Grade Head Girls Basketball/Senior	Personal	05/26/21
Taylor Sandoe	MS Assistant Volleyball/Walnut	New position	05/26/21

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Yolanda Barnett	Head Food Server/.78 FTE/Gates	Personal	05/21/21
Herber Camey	CIA Support Technician/1.0 FTE/Admin. Bldg.	New position	06/18/21
Jessica Coleman	Special Education Study Tutor Paraeducator/.94 FTE/ Noon Recess Monitor/.06 FTE/Walnut	Personal	05/24/21
Maria Flores	Assistant Custodian/1.0 FTE/Walnut	Personal	05/21/21

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Laura Gamboa Urrego	Migrant Education Facilitator/1.0 FTE/West Lawn	New position	06/25/21
Valarie Garcia	Satellite Clerk/.56 FTE/Newell	Relocation	05/21/21
Nubia Herreno	Bilingual Paraeducator/.94 FTE/Wasmer	Retirement	05/21/21
Julia Hoesche	Registrar Clerk/1.0 FTE/Senior	Retirement	06/04/21
Patricia Johnson	Head Food Server/.66 FTE/West Lawn	Retirement	05/21/21
Cassie Kaspar	Nutrition Services Assistant/.75 FTE/Senior	Personal	06/25/21
Terriline Littlejohn	Nutrition Services Assistant/.50 FTE/Walnut	New position	05/21/21
Dolores Marrufo	Head Cook/1.0 FTE/Walnut	Termination	05/24/21
Pamela Morriss	Nutrition Services Secretary/1.0 FTE/Admin. Bldg.	Retirement	06/30/21
Oscar Murcia Guardado	Communications Intern/.48 FTE/Admin. Bldg.	Internship ended	05/11/21
Anna Schmidt	Parent University Coordinator/1.0 FTE/Admin. Bldg.	New position	05/21/21
Cherise Stokes	Nutrition Services Assistant/.50 FTE/Walnut	New position	05/21/21
Erika Swantek	Special Education Paraeducator/.94 FTE/Barr	Personal	05/25/21
Lura Townsend	Special Education Deaf Interpreter/.56 FTE/ Stolley Park	Personal	05/20/21
Emily Webster	Special Education Paraeducator/.94 FTE/Walnut	Personal	05/24/21

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Bianca Ayala	Bilingual/1.0 FTE/Howard	Bilingual/1.0 FTE/Barr	08/05/21	M. Supencheck
Brenda Bartu	Fifth Grade/1.0 FTE/Virtual School/Wasmer	Fourth Grade/1.0 FTE/Jefferson	08/05/21	H. Schurman
Cindy Clark	Special Education Resource/1.0 FTE/Virtual School/Howard	Special Education Resource/1.0 FTE/Virtual School/Stolley Park	08/05/21	Student need
Cathy Cook	Third Grade/1.0 FTE/Wasmer	Fifth Grade/1.0 FTE/Wasmer	08/05/21	A. Kreifels
Nathan Dukes	First Grade/1.0 FTE/Virtual School/Dodge	English Language Arts/1.0 FTE/Westridge	08/05/21	J. Morrow
Elena Garcia	7th Grade English Language Arts/1.0 FTE/Barr	8th Grade English Language Arts/1.0 FTE/Barr	08/05/21	Change in assignment
Rhonda Hillman	Kindergarten/1.0 FTE/Dodge	First Grade/1.0 FTE/Dodge	08/05/21	B. Howe
Becca Howe	First Grade/1.0 FTE/Dodge	Fifth Grade/1.0 FTE/Dodge	08/05/21	N. Kasperbauer
Cade Huncovsky	Second Grade/1.0 FTE/Wasmer	Third Grade/1.0 FTE/Wasmer	08/05/21	C. Cook
Adam Kreifels	Fifth Grade/1.0 FTE/Wasmer	Kindergarten/1.0 FTE/Wasmer	08/05/21	Approved by Board
Caitlin Jensen	Fourth Grade/1.0 FTE/Dodge	Academic Support Coach/1.0 FTE/Engleman	08/05/21	L. Scusa
Sarah Laden	Fifth Grade/1.0 FTE/Wasmer	English Language Arts/1.0 FTE/Barr	08/05/21	L. Plucknett

Certified Changes (cont.)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Laura McQuinn	English Language Arts/ 1.0 FTE/Senior	Academic Coach/1.0 FTE/ Barr	08/05/21	L. Pohlmeier
Gail Menard	Bilingual/1.0 FTE/Virtual School/Lincoln	Bilingual/1.0 FTE/Lincoln	08/05/21	Change in assignment
Trisha Morrow	Bilingual/1.0 FTE/Starr	Bilingual/.50 FTE/Wasmer	08/05/21	Part of A. Dickerson's FTE
Beth Schuler	Fifth Grade/1.0 FTE/Starr	Fifth Grade/1.0 FTE/Lincoln	08/05/21	V. Weseman
Eugenie Solt	Elementary Counselor/ 1.0 FTE/Virtual School/ Lincoln/Knickrehm	Elementary Counselor/ .55 FTE/Lincoln/.45 FTE/ Knickrehm	08/05/21	Change in assignment
Chelesa Sonderup	Special Education Resource/ 1.0 FTE/Dodge	Special Education Resource/ 1.0 FTE/Howard	08/05/21	C. Clark
Alexis Thompson	Third Grade/1.0 FTE/Virtual School/Dodge	Third Grade/1.0 FTE/Dodge	08/05/21	L. Patsios
Leah Townsend	Fifth Grade/1.0 FTE/Dodge	Fourth Grade/1.0 FTE/Dodge	08/05/21	C. Jensen
Kari Voss	Kindergarten/1.0 FTE/Wasmer	Integration Specialist/.75 FTE/ Wasmer/.25 FTE/Seedling Mile	08/05/21	B. Cochran

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Zachary Hawkins	9th Grade Assistant Wrestling/ Senior	Junior Varsity Wrestling/ Senior	08/04/21	G. Bye

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Sara Avila	Paraeducator/.69 FTE/ Noon Recess Monitor/ .19 FTE/Engleman	Paraeducator/.94 FTE/Starr	08/05/21	J. Sayaphommy
Audriana Camacho	Secretary to the Principal/ 1.0 FTE/Westridge	Technology Assistant/1.0 FTE/ Westridge/Walnut/Barr	07/28/21	M. Evans
Erica Contreras	Virtual Secretary/1.0 FTE/ Virtual School	Secretary to the Principal/ 1.0 FTE/Knickrehm	06/07/21	V. Fosket
Angelita Diaz	Technology Assistant/ 1.0 FTE/Howard	Secretary Federal Programs/ 1.0 FTE/Admin. Bldg.	06/01/21	P. Cummings
Miguel Morales Ochoa	Assistant Custodian/1.0 FTE/ Jefferson	Head Custodian/1.0 FTE/ Howard	06/01/21	C. Woods
Donna Morris	Nutrition Services Manager/ 1.0 FTE/Walnut	Head Cook/1.0 FTE/Walnut	06/05/21	Employee request/ D. Marrufo

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

GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska

STAFF ADJUSTMENT

Addendum

July 8, 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>
Jeff Evans	Online Support/1.0 FTE/ Senior	08/05/21	MA-09	Azusa Pacific University	S. Hirschert's FTE
Jaehyun Kim	Aviation/1.0 FTE/Career Pathways Institute	08/05/21	BA-04	UNK	T. Norris

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Terri Ruybalid	Elementary Assistant Principal/.50 FTE/ Bilingual/.50 FTE/Engleman	New position	08/15/21

Certified Leave of Absence Request Cancelled

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Debra Daly	Fifth Grade/1.0 FTE/Starr	6-8 Virtual Teaching/1.0 FTE/ Virtual School	08/05/21	Approved by Board

Grand Island Public Schools

Fund Balances

Fiscal Year: 2020-2021

Month: July
 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	\$102,726,337.35	(\$96,401,430.39)	\$0.00	\$32,455,809.51
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	\$1,427,751.17	(\$1,662,944.42)	\$0.00	\$1,855,064.54
06	School Nutrition	\$1,105,134.25	\$5,925,184.86	(\$4,790,614.76)	\$0.00	\$2,239,704.35
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	\$815,832.03	(\$2,992,156.47)	\$0.00	\$2,502,880.24
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$2,324,384.80	(\$2,188,118.20)	\$0.00	\$985,287.87
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$48,429,307.24	\$118,980,856.38	(\$115,343,146.92)	\$0.00	\$52,067,016.70

End of Report

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: ???.???.??

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: ???.???.??

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: ???.???.??

2440 RULES OF ORDER

It shall be the responsibility of each board member to follow the rules of order stated in this policy at each meeting, and it shall be the responsibility of the presiding officer to conduct the board meeting within these rules.

As a general guide the Grand Island Public Schools Board of Education shall follow *Roberts' Rules of Order, Revised* latest edition, as modified by this policy and subsequent rule ~~except as otherwise provided by law, by regulation of the State Department of Education, or by practice of the Grand Island Public Schools Board of Education.~~

The purposes of modified rules adopted by the board are:

- To establish guidelines by which the business of the governing board can be conducted in a regular and internally consistent manner;
- To organize the meetings so all necessary matters can be brought to the board and decisions of the board can be made in an orderly and reasonable manner;
- To ensure members of the board, concentrating on the substantive issues at hand have the necessary information to make decisions, and to ensure adequate discussion of decisions to be made; and,
- To ensure meetings and actions of the board are conducted to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.
- ~~The Rules of Order are generally followed to produce efficient productive meetings and are not intended as a technicality for overturning the work of the board.~~

Legal Reference:

Neb. Statute 84-1408 to 1414
79-570,571

Policy Adopted 3/1/76

Policy Revised 7/8/91

Policy Revised: 7.10.2014

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

GRAND ISLAND PUBLIC SCHOOLS

5310 STUDENT TRANSPORTATION SERVICES

The purpose of school transportation is to provide safe and efficient travel for pupils who live an unreasonable walking distance from school. The Grand Island Public Schools will provide for the transportation to and from school for all students eligible under the provisions of law. Other purposes for school provided transportation may include that required for equalizing school enrollments and facilitating programs, academic field trips in direct support of the curriculum, transportation for support of co-curricular programs such as athletics, music, drama, and transportation required for special programs and activities. Laws by the State of Nebraska require such transportation to be provided for elementary students living over four miles from their attendance center and to students with disabilities whose individual education plan (IEP) requires transportation.

The Superintendent or designee is responsible for implementation of all policies and regulations established by law and serves as district liaison with all 3rd party transportation contract holders. Bus drivers are responsible for procedures to ensure safe transportation of students boarding, while in-transit, and leaving the bus; properly covering the prescribed routes; and for proper care of assigned equipment. The bus para, when available, will supervise conduct and assist students and drivers boarding, in-transit, and leaving the bus. Assigned mechanics will maintain the transportation fleet and support vehicles.

Reference: Rule 91 Nebraska Pupil Transportation Guide – Revised 2.5.2020
Neb Rev. Stat. 79-609 to 79-613
Neb Rev. Stat. 79-1127, 1129, and 1130 (preschool and SPED)

See attached guidelines: 5310.1 Administrative Procedures for Transportation of Students
[5310.2 Student Transportation by Taxi Service](#)

Policy Adopted 2/7/77
Policy Revised: 6-13-02
Policy Revised: 10-9-08
Policy Revised: 1-14-10
Policy Reviewed: 08.13.2015
Policy Revised: 06.11.2020
Policy Revised: 04.08.2021
Policy Revised: [???.???.??](#)

GRAND ISLAND PUBLIC SCHOOLS

5310.1-Administrative Procedures for Transportation of Students

1. Annually, at the beginning of each school year, the Human Resources Department will gather the names of all certified and classified district staff approved to transport students in small district owned vehicles.
2. The district will obtain and keep on file a record of satisfactory driving annually before said employee will be allowed to transport students. A *satisfactory driving record* is defined as:

The record of satisfactory driving shall require the employee to have a current Nebraska driver's license and a driving record that does not include any of the following offenses or circumstances:

 - Motor vehicle homicide;
 - Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test or tests within the prior 10 years; or
 - Careless driving, reckless driving or willful reckless driving within the prior 10 years; or
 - Accumulation of 6 or more points against the employee's driver's license within the prior 4 years. In the event the employee has accumulated 3 to 5 points within the prior 4 years, the determination of whether the person has a record of satisfactory driving shall be made by the superintendent or superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Any employee, who fails to report a violation of driving rules and regulations that results in revocation of their driver's license, will be subject to a Class V misdemeanor and shall upon conviction, be removed from employment (Neb Statute 79-607).

3. Criminal history records will be obtained on each driver initially upon employment and updated during the calendar year that coincides with the expiration of the individual's motor vehicle operator's license (excluding certificated staff).
4. Drivers of small vehicles for activity trips will annually participate in a minimum of two hours of in-service training for all drivers that, at a minimum, include emergency evacuations, loading/unloading, student management, vehicle inspections and the Schools Safe Pupil Transportation Plan.
5. Individual staff members transporting students for school purposes in private vehicles must have the permission of the immediate supervisor, parent written or documented verbal consent, and meet all applicable requirements set by the district. Private vehicles will be used only when:
 - all other alternatives for transport, such as use of district vehicle, a cab, public transportation, or other agency support has been exhausted;
 - the staff vehicle meets applicable safety requirements, as in the need for a car seat, seat belts, etc.;
 - the driver has been approved to drive by the district;
 - proof of insurance has been supplied to the immediate supervisor;
 - the insurance satisfies the minimum coverage requirements for driving personal vehicles in the State of NE; and
 - when the parents of the students to be transported have given written permission or documented verbal consent to the immediate supervisor.
6. The school district assumes no responsibility for those students who have not received the approval of the immediate supervisor, and who ride in private vehicles for school

GRAND ISLAND PUBLIC SCHOOLS

purposes. The district strongly requests that staff review all other alternatives for transport, such as a district vehicle, a cab, public transportation, or other agency support.

Guidelines Updated: 06.11.2020

5310.2 STUDENT TRANSPORTATION BY TAXI SERVICE

The purpose of district transportation is to provide safe and efficient travel for pupils who live an unreasonable walking distance from school. Students who are identified homeless often have the need for transportation from their current living space. GIPS provides taxi vouchers for students identified as homeless or in need of transportation due to a health condition and not able to ride a bus. The district contracts with a local taxi service as needed.

Safety Protocols for Taxi Transportation

The taxi company will:

- perform background checks on all cab drivers - the background checks performed include: sex offender, state and national checks.
- ensure the student is seat belted at all times.
- make sure a parent/guardian is home before leaving the student.
- require a student ride in a booster seat, if a booster seat is not available the Families in Transition (FIT) Coordinator will arrange for a seat with the parent/guardian.
- ensure that each taxi driver will have a valid driver's license.

Student Conduct

Students will conduct themselves in the same manner as they are expected to in the classroom and on buses. Please refer to 5312.1-Student Conduct on School Buses Contract for more information. If students violate this code of conduct, the taxi company will contact the Families in Transition Coordinator, who will contact the appropriate administrators.

First Violation - warning by driver and a call made to FIT Coordinator

Second Violation - loss of vouchers for one week

Third violation - loss of vouchers for the remainder of the year.

If the student loses privileges to use the taxi service, alternate transportation will need to be made between the parent/guardian and the FIT Coordinator in conjunction with the school social worker.

Guidelines Updated: ???.??.??

GRAND ISLAND PUBLIC SCHOOLS

5523 DATA OR RECORDS RETENTION

The Grand Island Public Schools records shall be housed in the GIPS central office. It shall be the responsibility of the superintendent or designee to oversee the maintenance and accuracy of the records. The following records shall be kept and preserved at a minimum according to the schedule below:

- Secretary's financial records Permanently
- Treasurer's financial records Permanently
- Minutes of the Board of Education Permanently
- Annual audit reports Permanently
- Annual budget Permanently
- Permanent record of individual pupil Permanently
- Records of payment of judgments against the school district 20 years
- Bonds and bond coupons 10 years
- Written contracts 10 years
- Cancelled warrants, check stubs, bank statements, bills, Invoices, inventories and related records 5 years
- Program grants As determined by the grant
- Nonpayroll personnel records 7 years
- Payroll records 3 years
- Accounting email records 5 years
- Staff and Student email records 2 years ~~no single retention Period~~
- Supt., Assoc. Supt. and Board Members email records 8 years

Employees' records shall be housed in the central administration office. The employees' records shall be maintained by the superintendent or designee, the building administrator, and the employee's immediate supervisor.

The permanent and cumulative records of students currently enrolled in the school district shall be housed where the records can be maintained securely and efficiently for the district's needs.

Records of students who have graduated or are no longer enrolled in the school district shall be housed in the district student information system.

The superintendent or designee may store school district records electronically or on microfilm or microfiche and may destroy paper copies of the records if the records are more than three years old. A properly authenticated reproduction of a microfilmed or electronic record meets the same legal requirements as the original record.

Legal Reference: Neb. Statute § 79-539

Cross Reference: 2470 BOARD MINUTES
4710 ELECTRONIC MESSAGING
6260 PERSONNEL RECORDS
8710 STUDENT FILES AND RECORDS

Policy Adopted: 2/7/77

Policy Revised: 7-14-05

Policy Revised: 10.12.2015

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

Delete

~~1110 STATEMENT OF PHILOSOPHY AND MISSION~~

~~The Grand Island Public Schools has been established by this community for the purpose of preparing students to make positive contributions to society and thrive in an ever-changing world. The student will acquire knowledge to develop skills, attitudes, interests, appreciations, and insights which will enable him or her to live effectively in a democracy and to make a maximum contribution to the improvement of society.~~

~~Therefore, the Grand Island Public Schools identifies the Mission of the school district as follows:~~

~~Every student, every day, a success! In educating students, we teach hearts as well as minds.~~

~~Within the Grand Island Public Schools:~~

- ~~• every student will be taught to read, write, and communicate effectively; solve problems; acquire and apply knowledge; and demonstrate mastery through performance to the best of the student's abilities;~~
- ~~• every student will be treated with fairness and dignity;~~
- ~~• every student will experience a sense of belonging, contribution, and success; and~~
- ~~• every student will develop responsibility and show respect for others as well as oneself.~~

~~The board endeavors through the dedication of the school district's resources, to encourage students, who come to the school district from a variety of backgrounds, to look forward to the time when they will have jobs, homes, families, places in the school district community, and attain recognition as individuals. In order to achieve this goal, the board will seek qualified employees dedicated to development of their professional skills for the betterment of the education program and for the expertise for educational productivity.~~

~~Instruction and curriculum are the key elements of a public education. Critical thinking and problem-solving skills that will assist the students' preparation for life shall be instructed as part of a sequentially coordinated curriculum. The school district strives to prepare students for employment, to discover and nurture creative talent and to prepare them to meet and cope with social change in an atmosphere conducive to learning.~~

~~The support and involvement of the home and the school district community are essential to achieve educational excellence in the school district. The school district strives to maintain an active relationship with the home and the school district community to create within the students an awareness of dignity and worth of the individual, civic responsibility and respect for authority.~~

~~Legal Reference: _____ Neb. Statute 79-526 curriculum and materials
_____ 79-701 mission
_____ NDE Rule 10.012.01A~~

~~Policy Adopted 3/1/76~~

~~Policy Revised 7/8/91~~

~~Policy Revised 3/13/03~~

~~Policy Revised: 04.12.2018~~

Delete

~~2231 AD-HOC COMMITTEES, TASK FORCES, AND ADVISORY COUNCILS~~

~~The bulk of the Grand Island Public Schools Board's work is addressed through its four standing committees: Personnel, Policy Review, Facilities and Finance, and American Civics (Leadership for Learning). The Board can also accomplish its work through a variety of small groups including ad hoc committees, task forces, or advisory councils.~~

- ~~● **Ad hoc committees** are formed on annual basis to study and find creative solutions to a particular challenge the District is facing, such as Legislative and Greater Nebraska School Association, Calendar, Grand Island Public Schools Foundation, Extra-standard, Labor Relations, and Safety.~~
- ~~● A **task force** can be formed if there is an objective that can be achieved in a relatively short period of time. Task forces are designed to bring people together to solve a problem and are short in duration with a specific focus, such as naming a facility, bond issue, or early childhood study.~~
- ~~● **Advisory councils or coalitions** assist boards in carrying out their work by providing expertise and advice in selected areas. Advisory councils do not have any governance responsibilities and are a good way to include former board members, potential board members, subject matter experts, and others in the work of the board without placing them on the board. The GIPS Parent Advisory Council, Key Communicators, and Teacher Leaders Coalition are examples of advisory councils in GIPS.~~

~~Ad hoc committees and task forces are a good way to involve non-board members in the board's work. This also gives the volunteer and staff leadership the opportunity to evaluate group members for their leadership potential and interest them in further volunteer opportunities or becoming a board member. Authorization to act on behalf of the board may only be delegated to standing committees comprised solely of board members.~~

~~Generally, small groups should be structured so that there are sufficient members to do its work. Limiting board member service to no more than four members on each small group gives board members the opportunity to focus on an area and develop expertise that can further the work of the organization and allows for membership from the greater community. The small group membership should represent the diversity of the community to include students and parents, race, ethnicity, income level, gender, and age.~~

~~A member of the GIPS superintendent's cabinet facilitates the small group structure. The cabinet member is responsible for translating the board's goals for the group into meeting agendas and work plans. The cabinet member acts as facilitator working with staff as appropriate to prepare background materials for meetings, scheduling meetings, preparing minutes and reports, and otherwise keeping the group functioning. Cabinet members report on the work of their group to the full board.~~

~~Groups should perform regular self-assessments to determine if they are working effectively, achieving their established goals, and providing value to the organization. This is completed at the end of each meeting or on an annual or more frequent basis. When making a recommendation to the board, the GIPS Needs Analysis Protocol is shared with the Board.~~

~~References: ~~2211 BOARD OPERATING PRINCIPLES~~
~~2230 BOARD COMMITTEES~~
~~————— GIPS Needs Analysis Protocol~~~~

~~Policy Adopted: 01.10.2019~~

~~Policy Revised: 09.12.2019~~

AGREEMENT

CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this 14 day of June 2021 by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and Grand Island hereinafter called "District".

WITNESSETH:

1. That the Serving Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district's budget preparation.
2. That the Serving Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child's progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 21-22 commencing no earlier than August 1, 2021 and ending no later than July 31, 2022.
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district's programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

10. If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service.

11. The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency.

12. It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

13. It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by June 18, 2021. The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

Signatures:

Robin R. Deftter
District Board Representative

6/16/2021
Date

[Signature]
Servicing Agency Representative

6-14-21
Date

Grand Island Public Schools

If you have questions please contact Tammi Clay at [SUJ] m.kassing@su7.org. If you have questions please contact Tammi Clay.

School Psychology	LMRP	Speech/Lang Pathology	Value/TVL	OT/ST	Vision Pass	Cochlear Pass	Early Intervention	Transition	Deaf Education	Resource Coord	Behavior Analyst	Cochlear (Students)	Learning Academy (Students)	Total Hours
1402	4874	4891	4838	4848	8601	8601	4863	2812	4024	2082	2813	4812	4821	
Building														
0-2 Hours	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preschool Home	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preschool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elementary	0.00	0.00	0.00	88.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.20
Elementary	0.00	0.00	0.00	7698.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7698.00
Elementary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MS - Gen	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HS - Gen	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preschool Non-Pub	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Elementary Non-Pub	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MS Non-Pub	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Hours	0.00	0.00	0.00	88.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7698.00
FTE	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04
Rate	90.00	95.00	90.00	130.00	27.00	27.00	120.00	95.00	105.00	95.00	95.00	25.00	30.00	\$7,696.00
Per Service Total	0.00	0.00	0.00	7,696.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Year-As-Date	Current	0-2	Preschool	Elementary	Secondary	Totals
	\$0.00	\$0.00	\$0.00	\$7,696.00	\$0.00	\$7,696.00

Corporate Authorization Resolution

FIVE POINTS BANK

PO BOX 1507
GRAND ISLAND NE 68802-1507

By: HALL COUNTY SCHOOL DIST 2
DBA GRAND ISLAND PUBLIC SCHOOL
NSF ACCT 33855 & ACTIVITY ACCT 700991
123 S WEBB RD
GRAND ISLAND NE 68803-5110

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, **ROBIN DEXTER**, certify that I am Secretary (clerk) of the above named corporation organized under the laws of The State of Nebraska, Federal Employer I.D. Number 47-6003169, engaged in business under the trade name of GRAND ISLAND PUBLIC SCHOOLS, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature <i>(if used)</i>
A. <u>KEN SCHROEDER, CFO</u>	(X) _____	X _____
B. <u>TAWANA GROVER, Superintendent</u>	(X) _____	X _____
C. <u>BONNIE HINKLE, BOARD PRES</u>	(X) _____	X _____
D. <u>ROBIN DEXTER, BOARD SECE</u>	(X) _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A,B,C,D	(1) Exercise all of the powers listed in this resolution.	1
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
N/A	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
N/A	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time), the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated 07/27/2016 . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Secretary

Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on _____ (date) by _____ (initials)

This resolution is superseded by resolution dated _____

Comments:



On Track to Thrive 2025 (July 2021)

Acknowledgements

On Track to Thrive 2025 is the result of input from internal and external stakeholders. Ten stakeholder engagement sessions were held to review the draft of the plan. Groups included teachers, certified staff, classified staff, parents, students, and community leaders. Thank you for taking time to give your valuable input.

This plan also incorporates several additional plans that included stakeholder input. Included are the Strategic Equity Action Plans, Master Facility Plan, and Long Range Plan for Extracurricular Excellence. In addition, On Track to Thrive 2025 incorporates intentional use of ESSER funds available from the federal government.

Grand Island Public School also wishes to thank Policy Studies Associates, Inc. for helping to combine the various plans into one strategic, actionable plan; On Track to Thrive 2025.

Mission and vision

VISION

Students prepared to make positive contributions to society and thrive in an ever-changing world.

MISSION

Every Student, Every Day, A Success! In educating students, we teach hearts as well as minds.

District Values

Excellence: GIPS strives to provide an exceptional educational experience for students across our district. We hold ourselves to the highest standards and work with families and our community to provide students the supports they need to excel.

Equity: In Grand Island Public Schools, equity provides each individual what they need, when they need it, in an inclusive and anti-discriminatory environment.

How we make this happen--Systems change: We seek to disrupt inequities through systems change. Systems changes are designed to directly advance equitable outcomes for students and families and drive resources, staffing, policy, and/or practices in a way that can be seen and felt by all GIPS stakeholders.



Pillars with Equity Centered Definitions

Empower: EMPOWER all staff to advance excellence and equity. We support all staff in implementing high quality, equitable practices; creating inclusive environments; and providing resources that enable every student to learn and succeed.

Personalize: PERSONALIZE rigorous and relevant learning for every student and engage student voice in the decision-making process. Learning should provide experiences that ignite the unique interests and passions of our students. Every student is connected with the targeted supports they need to realize their talents and goals.

Design: DESIGN decisions that center excellence and equity. Data and community voice inform decisions about resources, policies, and structures so that each GIPS student and educator thrives.

Partner: PARTNER to support the whole child. The strengths and assets of our families and community are critical to our success. We will work hand in hand, inside and outside of school hours, to advance every student's well-being and success.



GIPS Success Area 1: Every student has access to high quality, culturally responsive, and engaging learning environments

GIPS Objective	GIPS commits to...
<p>1.1 Every student engages in high-quality early learning</p>	<ul style="list-style-type: none"> ● Expanded pre-K classrooms, including through partnerships ● Broadened pre-K eligibility criteria ● Communication with all families—especially English Learner and migrant families—about the early learning opportunities in GIPS (access, benefits, and curriculum)
<p>1.2 Every student has access to learning models that meet their unique needs</p>	<ul style="list-style-type: none"> ● Supportive attendance policy that connects families and students to resources that remove barriers to attendance ● Flexible and multi-modal learning options, such as: <ul style="list-style-type: none"> ○ Virtual learning classrooms ○ Flexible high school schedule ○ Night Owl Academy ○ Summer learning ● Extended school transportation hours to encourage participation in expanded learning opportunities ● Extracurricular excellence plan that centers youth voice and choice <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The Strategic Equity Action Plan (SEA Plan) disparity addressed is chronic absenteeism in 10th-12th grade. 64% of African American and Hispanic Students are chronically absent compared to 39% by their peers.</i></p> </div>
<p>1.3 Every student learns in a safe and resourced environment</p>	<ul style="list-style-type: none"> ● Facilities master plan that addresses safety and modernized learning environments for all students ● Equitable, transparent distribution of human capital resources and funds at district, building, and classroom level to meet the needs of every student ● Differentiated staffing and supports for schools, principals, and teachers based on school needs and equity formulas

Area 1 Success Measures.

- By 2024-25, all schools in GIPS will be rated highly by students on school climate as shown by 75% or more of students at each school on Panorama Climate survey.
- By 2024-25, chronic absenteeism will be reduced, as disaggregated by race/ethnicity with a focus on upper grade levels, to meet or exceed NDE target of 4%.



GIPS Success Area 2: Every student will develop empowering literacy skills across disciplines

Objective	GIPS commits to...
<p>2.1 Every student is empowered through literacy</p>	<ul style="list-style-type: none"> ● Every PK-5th grade student will develop the foundational skills, build knowledge and academic vocabulary essential for learning across disciplines ● Every 6-12 grade student will improve literacy skills across disciplines so that they thrive in college, career, and community ● Develop a Pk-12 Literacy Coalition to analyze current data and provide feedback on practices that align to current research <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The SEA Plan disparity addressed is student achievement by race/ethnicity. At K-1 level, 31% of Hispanic Students reach the DIBELS benchmark compared to 54% by their peers. Also, in grades 2-10, 38% of Hispanic Students reach proficiency compared to 58% of their peers.</i></p> </div>
<p>2.2 Every student has equitable access to rigorous, relevant coursework</p>	<ul style="list-style-type: none"> ● Implementation of a Multi-Tiered System of Supports (MTSS) that address the unique academic strengths and needs of every student through: <ul style="list-style-type: none"> ○ Implementation of Professional Learning Communities that focus on student results and disrupting educational disparities ○ Strong Tier I instruction ○ Targeted interventions ○ Personalized Learning Plans ● Adoption and implementation of high-quality instructional materials aligned to grade level standards ● Intentional Professional Learning aligned to Tier I across high quality rigorous instruction; resources and programming; and teacher content knowledge aligned to standards ● Building capacity of educators through Academic Coaching to equitably engage all students including unique programming needs (e.g., Gifted & Talented, EL, SE) <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The SEA Plan disparity addressed is access to the Gifted & Talented program by race/ethnicity. In grades 4-12, 20% of Gifted & Talented students are Hispanic while they represent 53% of students overall.</i></p> </div>

Area 2 Success Measures

- By 2024-25, due to improved literacy skills, 20% more students will be on track as measured by DIBELS, MAP-ELA, and ACT-Reading across grade levels as disaggregated by race/ethnicity and ELL status.



GIPS Success Area 3: Every student is socially and emotionally equipped to thrive in school and in life

Objective	GIPS commits to...
<p>3.1 Every student is provided a safe, personalized environment for learning</p>	<ul style="list-style-type: none"> ● Implementation of a Multi-Tiered System of Supports (MTSS) <ul style="list-style-type: none"> ○ Positive Support practices are in place in all learning environments including: <ul style="list-style-type: none"> ■ Clear expectations, procedures, and routines ■ System for teaching expected behavior ■ System for encouraging expected behavior ■ Common response to minor (Classroom managed) unexpected/inappropriate behavior. ■ Function-Based interventions for the unique social-emotional strengths and needs of every student ● Shift from a punitive discipline system to a focus on preventative/proactive strategies for classroom management <ul style="list-style-type: none"> ○ Implementation of Positive Supports Framework ○ Teachers are trained on trauma-informed and restorative classroom strategies ● Staffing structures that support social-emotional learning (SEL) <ul style="list-style-type: none"> ○ School counselors and/or social workers at every schools allocated through equity formulas to meet each school’s SEL plan ○ Supports for the social emotional well-being of GIPS staff ○ Training for all educators on integrating Positive Supports and SEL practices ● Ensuring that every student is connected to a supportive adult ● Community partnerships that increase supports to students and families <ul style="list-style-type: none"> ○ Mental health services <i>available at all buildings</i> ○ Wraparound services/<i>community partnerships for students in need of Tier 3 support</i> <div data-bbox="456 1549 1511 1692" style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The SEA Plan disparity addressed is of in-school and out-of-school suspensions by Special Education status. Students with IEPs are being suspended at 1.5 times the rate of students without IEPs.</i></p> </div>



<p>3.2 Every student and family is welcomed in GIPS schools</p>	<ul style="list-style-type: none">● GIPS Family engagement plan that is comprehensive, culturally responsive and multilingual● Protocols to support community school practices across district schools● Culturally responsive training to build capacity of all GIPS staff to engage with students and families with varying linguistic, cultural, and ability backgrounds<ul style="list-style-type: none">○ Enhanced onboarding programs emphasizing cultural awareness○ Ongoing training and coaching on inclusive, culturally responsive pedagogy
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Area 3 Success Measures

- By 2024-25, students will report a 15% increase in their social-emotional development, as disaggregated by race/ethnicity and gender across levels, from the Spring 2020-21 Panorama SEL survey.
- By 2024-25, suspensions will be reduced from current baseline by 30% as disaggregated by race/ethnicity, gender, and disability status.



GIPS Success Area 4: Every student will graduate as a college, career, and community-ready citizen

Objective	GIPS commits to...
<p>4.1 Every student engages with educators who reflect the linguistic and cultural diversity of GIPS</p>	<ul style="list-style-type: none"> ● GIPS Equity Office to promote anti-racist and equitable policies and practices ● Creating diverse pipeline for educators and administrators, including through: <ul style="list-style-type: none"> ○ University partnerships ○ Future teacher pathway in GISH Academy ○ ASCEND principal pipeline ● Human Resources strategies to recruit and hire culturally, ethnically, and linguistically diverse staff, educators, and administrators <ul style="list-style-type: none"> ○ Comprehensive compensation and benefits review and take appropriate actions toward equitable compensation ○ Identification of biases that impact human capital decisions ● Instill high expectations for all students, including addressing any classroom-level implicit biases <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The SEA Plan disparity addressed is of diversity among staff. Since 2019, the Persons of Color (PoC) representation among certified staff has nearly tripled while the overall PoC representation among certified staff is under 15%.</i></p> </div>
<p>4.2 Every student is on-track to meet the promise of the GIPS graduate profile</p>	<ul style="list-style-type: none"> ● Access to college and career curriculum for every student, beginning in elementary school ● College and Career Achievement Centers at all middle schools and GISH <ul style="list-style-type: none"> ○ Individualized counseling to develop postsecondary plans ○ Dedicated supports for GISH pathways and academies ○ Access to daily on-site college and workforce advising ● Opportunities for students to engage with universities throughout their high school experience ● Access to work-based learning opportunities and diverse leaders <ul style="list-style-type: none"> ○ Partnerships with the Grand Island business community ○ Registered apprenticeship program <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>The SEA Plan disparity addressed is of dropouts by race/ethnicity. Among 2019-20 dropouts, who comprise 2% of all students, Hispanic males make up just over 57% of dropouts, or over two times their proportion of 26% among GISH students.</i></p> </div>



Area 4 Success Measures

- By 2024-25, 90% of students will graduate from GIPS and close the race/ethnicity and gender graduation disparities, including that of Hispanic males.
- By 2024-25, 20% more GIPS students will meet college, career, and community-ready criteria by graduation disaggregated by race/ethnicity, and gender.

Next Steps

GIPS will operationalize this strategic plan into departmental action plans and updated school improvement plans in late summer/early fall 2021. These plans will include annual success benchmarks; key levers and actions; persons responsible; timelines; and key resource investments. The District will also facilitate cross-departmental planning, in consultation with community stakeholders, to ensure collective efforts are aligned. GIPS commits to report out publicly annually progress toward strategic objectives and success measures.

Additionally, GIPS commits to completing and making public four districtwide plans already in process that undergird the strategic plan:

- ❖ Master facilities plan
- ❖ Extracurricular excellence plan
- ❖ Strategic Equity Action (SEA) plans
- ❖ ESSER budget plan for use of federal funds

Through these aligned planning efforts, GIPS will ensure the strategic plan is operationalized, with resources expended efficiently and effectively, so that every student in GIPS is positioned to thrive--Every Student, Every Day, A Success!

Glossary

- Equity levers - In order to create a setting where equity can be fostered and maintained takes initial changes to whatever prevented or stood in the way of equity. These “initial changes” that lead to a sustainable force for change can be considered as equity levers. An example of an equity lever might be for the district to provide a specific training to all teachers before requiring them to demonstrate a new equity-related standard in their teaching practice.
- Systems Change - Systems change involves creating a complete new way of doing things so that on all applicable levels of an organization, the change can be seen. Peter Senge, a leader of systems change, wrote of systems change in *The Fifth Discipline* (2006) saying that “*We will never transform the prevailing system of management without transforming our prevailing system of education. They are the same system.*”
- Disrupt - To achieve systems change may mean to discontinue practices that have been common for many years and to create new practices. It may involve researching and showing how policies, behaviors, and practices may have prevented specific students or groups of students from advancing to



find their full potential. Stopping these policies, behaviors, and practices can be powerful and yet not always appreciated at first. The term disrupt is a powerful verb describing how change is initiated because it is necessary to bring equity to the forefront for all students.

- *Cultural Responsiveness*
- *Literacy - Literacy is engaging in reading, writing, listening, and speaking across all disciplines to comprehend, analyze, and communicate within an ever changing world. #LiteracyisLiberation*
- *On Track to Thrive*
- *Multi-modal Learning - Strategies to improve the quality of teaching by matching content delivery with the best mode of learning for the student.*
- *Multi-tiered System of Supports (MTSS) - A comprehensive continuum of evidence-based, systemic practices to support a rapid response to students' needs, with regular observation to facilitate data-based instructional decision making.*
- *Social Emotional Learning (SEL) - SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions, and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.*
- *Restorative Practices - Restorative practices promote inclusiveness, relationship-building and problem-solving, through such restorative methods as circles for teaching and conflict resolution to conferences that bring victims, offenders and their supporters together to address wrongdoing. Instead of punishment, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm.*
- *Trauma Informed Care - Trauma is an exceptional experience in which powerful and dangerous events overwhelm a person's capacity to cope.*
- *Wraparound Services - The Wraparound process provides community based services and supports "wrap around" a child or youth and their family in their home, school, and community in an effort to help meet their needs.*
- *Positive Supports Framework - This GIPS Framework provides an organizational approach for improving the social and emotional climate of schools and enhancing the impact of academic instruction on achievement and increasing proactive preventive supports for learning.*
- *Chronic absenteeism - Define as students with 10% more absences during the school year.*
- *Suspensions - This refers to students who receive in school or out-of-school suspension, as disaggregated by race/ethnicity, gender, and disability status.*

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: 2021-2022 Substitute Teacher Pay

Submitted By: Wayne Stelk

Date: 6/28/21

1. What is the identified need?

To attract and retain an adequate pool of substitute teachers to cover teacher vacancies so that student learning progresses.

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

To maintain a competitive pay package for substitute teachers, so that certified vacancy fill rates can be maintained in the 94-96% range.

3. Proposed Action

To approve 3.4 % substitute teacher pay package (i.e. \$154/day for short-term regular substitute certificates)

4. Data/Research Assessed

Substitute fill rate for the 2020-2021 school year was 89.63%, survey surrounding school districts to track substitute teacher pay rates.

5. Equity Analysis

To ensure all students have access to qualified substitute teachers to keep learning on track.

5. Stakeholder Group(s) Involved

Students, certified teachers, substitute teachers, principals.

6. Summary

Approval of this recommendation will support GIPS efforts to maintain an acceptable 94-96% fill rate for certified vacancies.

7. Fiscal Impact

Amount: \$35,067

Source: General Fund

Details: Additional cost based upon prior absence rates.

8. Person(s) Responsible for Implementation

Wayne Stelk, Human Resource & Payroll Dept.

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Enter 21-22 substitute teacher pay schedule in iVisions and communicate new rates to substitute teachers.

Timeline: Effective 8/11/21

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

Actions: Monitor fill rate daily, review with Personnel Committee monthly

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

Set Your Virtual Tutoring Program Up for Success

FEV Tutor's live, 1:1 tutoring is most effective when tutors can connect with core class instruction. We've collected several best practices to collaborate with FEV Tutor's team in order to create a tutoring program driven by data and aligned with core instructional strategies.

ABOUT FEV TUTOR

FEV Tutor takes a collaborative approach to deliver live, virtual tutoring solutions to K-12 schools and districts. We work directly with teachers and administrators to align tutoring to our partner's standards, curriculum, goals, and initiatives. The result is a targeted tutoring program that represents a natural extension of the student's core classroom.

FEV Tutor's collaborative approach empowers teachers to activate scalable, data-driven instruction quickly and easily.



COLLABORATIVE PROGRAM DESIGN

The cornerstone of any successful program is the establishment of SMART Goals

FEV Tutor provides a live service that is customized to meet the needs of our education partners. We recommend that an FEV's Academic Success Coach meets with key stakeholders for a Blueprint/Vision meeting before launching a new tutoring program.

During this meeting, we will establish SMART Goals (Specific, Measurable, Achievable, Relevant, and Time-bound). SMART goals can vary for each school, student cohort, or class enrolled in tutoring. Our team then employs backward planning to establish parameters for the program that both maximizes your investment and is designed to accomplish each SMART goal.



DRIVEN BY SCHOOL/DISTRICT DATA

Our most successful programs are grounded in YOUR students' existing benchmark data.

The most direct and effective method for aligning 1-to-1 tutoring with core instructional strategies is to create informed targeted tutoring plans with existing district/school benchmark data. Example data points include: interim assessment scores, NWEA RIT scores, results from state exams, SAT/ACT scores, etc. This data allows FEV to differentiate tutoring for each student by creating highly-targeted Personalized Tutoring Plans that align with existing district/school initiatives. If no data is available, FEV can administer a standards-aligned pre-test. Benchmark data will serve as the baseline to assess the effectiveness of FEV's tutoring program.



DYNAMIC ACADEMIC PROGRAMMING

Ongoing 2-way communication enables FEV to further improve and personalize instruction.

Because students are connected to a live tutor, our programs are adaptive and can be quickly adjusted on an ongoing basis. FEV Tutor communicates weekly with stakeholders to share reports containing formative assessment data, student feedback, attendance data, and more. In our most successful programs, classroom teachers and administrators also share observations from the classroom, feedback on FEV reporting, and additional benchmark data points with the FEV Academic Success Coaches. These data points allow us to continually mold tutoring to meet students' needs. Our team is available by phone, email, Zoom, and can even travel on-site to gather feedback from stakeholders to improve tutoring. We operate as a resource for your teachers to extend their reach. The more feedback we receive, the better our tutoring can connect to the core learning environments.

To learn how a partnership with FEV Tutor improves academic growth and drive student learning, visit: [FEVTutor.com!](https://FEVTutor.com/)



INVOLVE PARENTS & FAMILIES

Sharing student progress with families helps personalize tutoring.

FEV Tutor has a Family & Student Engagement team available to provide 24/7 support to parents and families. In our most successful tutoring programs, schools leverage this team to foster communication directly with families to: inform parents about the availability of virtual tutoring services, communicate the goals of the tutoring program, and to provide academic consultation. For schools offering tutoring outside of school day programming, this team can also establish tutoring schedules. FEV can even share weekly progress reports directly with parents to keep families engaged in the student's academic success.



MEASURE TANGIBLE ACADEMIC GROWTH

Analyzing multiple measures allows you to evaluate student growth & program effectiveness.

All of FEV's programs are backward planned with one goal in mind: to show objective and measurable student growth that can be correlated to the use of our tutoring programs. At the conclusion of a virtual tutoring program, FEV's Data Analysis team will analyze quantitative and qualitative data to measure student growth and program effectiveness. In our most successful programs, schools also share district benchmark data so our team can analyze key tutoring performance measures, formative assessment data, growth pre-test to post-test, interim assessment growth (or similar), and ultimately, proficiency on state exams. Many school partners will share the data of a control group so that we can compare the effectiveness of our intervention through scientific analysis.

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: Approve funds to Partner with FEV Tutor to improve academic growth

Submitted By: Kate Crowe

Date: 6/22/21

1. What is the identified need?

Data analysis points to a need to provide additional support to students in Title I buildings to close learning gaps which have been exacerbated by COVID 19.

2. Administrative Rationale for BOE Agenda Item-how does it align to strategic plan/Equity priorities?

This proposal directly aligns to the following:

- 1) The Design pillar of the strategic plan, which states that “We have data and information about students, schools, and our district. Using it to make decisions about resources and support for students, teachers, and schools will significantly accelerate our pace of improvement and make sure that we are approaching our work with a sense of purpose and fairness”. FEV Tutor leverages GIPS data (benchmark, state, and other assessment data) to design supports for each student.
- 2) The Personalize pillar of the strategic plan, which states that “By creating learning pathways for students, we can make learning relevant and engaging while connecting children with the supports they need to be successful in school.” FEV Tutoring designs a targeted one on one tutoring program (with live certified teachers) that represents a natural extension of the student’s core classroom.
- 3) GIPS Student Success Measure 2 of the strategic plan, which states that there will be an “Increased percentage of students meeting or exceeding proficiency every year across all assessed grades and subjects on the NeSA centralized state testing process.”

3. Proposed Action

Approve use of funds to purchase a bank of hours to support 400 Walnut students and 400 Title I elementary students with FEV tutoring supports.

4. Data/Research Assessed

- FEV Tutor is a Level 2 ESSA Evidence-Based Intervention
- A 7 year longitudinal study found that students who were more than two years below grade

level in math who participated in FEV Tutor programs demonstrated an average of 7.10 RIT points (1.75 points higher than national norms) and 8.82 RIT points in reading. The study found a significant impact on fall to spring growth scores for reading in students who participated in 21-30 hours of tutoring between MAP Growth assessments.

- The recommended tutoring time is 20-25 hours 2x a week
- Although we are targeting intervention, tutoring can be an option for all students if hours are available

5. Stakeholder Group(s) Involved

L4L team, Title I principals, students, families

6. Summary

The purchase of hours from FEV Tutor will provide students in Title I buildings with access to academic support 24/7 in a safe environment that uses GIPS data to drive their personalized plans. L4L will provide guidance on the implementation and encourage this to occur during intervention, WIN, before or after school with an adult monitor. FEV Tutoring offers additional family outreach and wrap-around support in multi-languages to encourage and support attendance and engagement.

7. Fiscal Impact

Amount: ≤ \$500,000

Source: Title I/Title I CSI

Details: Title I would pay for the elementary hours, and Title I/CSI would purchase the Walnut hours

8. Person(s) Responsible for Implementation

L4L team, building principals, teachers monitoring after school FEV tutor opportunities

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:

- Meet with FEV tutor to develop plans for data analysis, marketing, targeting students, and platform use
- Train staff as appropriate
- Communicate opportunity with families
- Implement
- Monitor via MAP data analysis

Timeline: 2021-22 school year

▲ Follow-Up

F/U with: ___ Cabinet ___ Board ___X_ Board Committee: _____

Actions:

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

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: Purchase 3 year building licenses of DreamBox math for all Title I elementaries

Submitted By: Kate Crowe, Dr. Palmer, Dr. Tomjack, Dr. Buhrman

Date: 6/15/2021

1. What is the identified need?

Based on recent MAP math data, there is an identified need for additional math supports in GIPS Title I elementary buildings. Achievement percentiles in some buildings and grade levels decreased substantially from the fall to spring MAP assessment. According to NWEA, COVID has more dramatically impacted math than other content areas and will require additional attention in order to fill gaps that were created or widened due to COVID 19.

2. Administrative Rationale for BOE Agenda Item - how does it align to strategic plan/Equity priorities?

This proposal directly aligns to the following:

- 1) The Design pillar of the strategic plan, which states that “We have data and information about students, schools, and our district. Using it to make decisions about resources and support for students, teachers, and schools will significantly accelerate our pace of improvement and make sure that we are approaching our work with a sense of purpose and fairness”.
- 2) GIPS Student Success Measure 2 of the strategic plan, which states that there will be an “Increased percentage of students meeting or exceeding proficiency every year across all assessed grades and subjects on the NeSA centralized state testing process.”
- 3) Equity value statement - Intentional Distribution of Resources - “GIPS is committed to the equitable use of funds, staff, and other resources. Based on student needs and district priorities, the allocation of resources will be monitored and adjusted at the classroom, school, and district level.”

3. Proposed Action

Purchase 3 year building licenses of DreamBox math for Title I buildings, to be utilized as a supplemental resource during math WIN or Flex time. The L4L team will create guidance on the intentional use and monitoring of student progress with this program.

4. Data/Research Assessed

The following is the available research that supports the purchase of DreamBox to help address the identified need:

- DreamBox Learning is the only comprehensive K-8 math program rated as “Strong” in grades K-1 by Evidence for ESSA as a tool for supplemental web-based instruction (there are currently no qualifying studies on DreamBox for grades 2-8).
- A study of the short-term (4 month) use of DreamBox concluded that when used at the rate of approximately 80 minutes per week, there was a statistically significant effect on MAP scores in the areas of overall mathematics as well as measurement and geometry, and positive effects in the other subtests of problem solving, number sense, computation, statistics, and probability.
- A CEPR Harvard University study indicates that students who spent more time on DreamBox saw larger gains in achievement (as measured by the MAP assessment), and classified evidence for the impact of DreamBox as “encouraging but mixed” as there are so many factors to control for when considering gains in student achievement. The study found a 2 percentile point gain on the MAP over students who did not use the DreamBox software.

5. Stakeholder Group(s) Involved

L4L team, Title I principals, students, K-5 Title I teachers

6. Summary

Purchasing DreamBox will provide students in Title I buildings additional support to close gaps in their mathematical understanding that were created or widened during COVID. This program can support all students in their learning as it is adaptive and constantly collects data points to adjust the interactions that students are having with the content. It is aligned to Origo and connected to Nebraska math standards. The L4L team will provide guidance to buildings/teachers on the intentional use and monitoring of this program.

7. Fiscal Impact

Amount: \$195,430

Source: Title I

Details:

8. Person(s) Responsible for Implementation

Danielle Burhman, L4L team, building principals

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:

- Schedule building level trainings with DreamBox for staff to learn or revisit the basics of the program
- Create guidance on the use of the program for math WIN time (L4L)
- Monthly review of usage data by Dr. Buhrman/L4L team
- January - review data, explore how DreamBox usage and growth measures correlate to MAP results (Kate Crowe)
- June - review data, explore how DreamBox predictors of proficiency correlate to NSCAS Growth (Kate Crowe)

Timeline: -Implement during 2021-22 school year

▲ **Follow-Up**

F/U with: ___ Cabinet ___ Board X Board Committee: February L4L_____

Actions: Data will be reviewed with L4L committee after winter MAP assessment closes

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

**THE BOARD OF EDUCATION OF
HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS)**

RESOLUTION

JULY 8, 2021

**AUTHORIZING
A LEASE WITH
CENTRAL NEBRASKA EDUCATION AGENCY**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of the Hall County School District No. 0002 (Grand Island Public Schools) (the “**District**”), hereby finds and determines that is necessary, desirable, advisable and in the best interests of the District that the District enter into a lease arrangement with Central Nebraska Education Agency, a Nebraska interlocal agency (“**CNEA**”) with Educational Service Unit No. 10 of the State of Nebraska (“**ESU 10**”) for an early childhood education center (collectively, the “**Project**”) under and pursuant to the provisions of Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, and other Nebraska law (collectively, the “**Act**”) in order to provide mutual advantage to the District and CNEA, for the District to fulfill its statutorily prescribed pre-kindergarten services to the residents of the District, for ESU 10 to fulfill its statutorily prescribed responsibilities of providing core services to the District, as a member of ESU 10, as well as providing meeting space in the Grand Island area for use by ESU 10 in providing services to its other member schools.

Section 2. Authorization of Lease; Bond. The Board hereby authorizes the District to enter into the Lease, and acknowledges (and authorizes, to the extent required by law) the issuance by CNEA of its Lease Rental Revenue Bonds in one or more series (the “**Bond**”) to be issued by CNEA to finance the purchase by CNEA of the Project pursuant to the terms of a Loan Agreement between CNEA and the purchaser of the Bond (the “**Purchaser**”). The Bond is expected to be repaid by the Board’s obligations to make certain payments under the Lease, and further secured by a Deed of Trust, Security Agreement and Assignment of Leases and Rents by CNEA in favor of the Purchaser (the “**Deed of Trust**”).

Section 3. Determination of Final Terms. In connection with the entrance of the District into the Lease and the related transactions, the President, Vice-President, or Secretary of the Board, or the Superintendent or Chief Financial Officer or business officer of the District, or such officer authorized to perform the duties of such role (each, an “**Authorized Officer**”), are each hereby authorized to negotiate, specify, determine, designate, and establish as the case may be, the term of the Lease, including all renewal provisions, repayment terms, prepayment provisions, and termination provisions, provisions related to or which may change as a result of the condominium regime for the Project, and all other terms and provisions of the Lease not otherwise specified or fixed by this Resolution.

Section 4. Lease Documentation. In connection with the execution and delivery of the Lease, each Authorized Officer is hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the “**Lease Documents**”):

- (a) The Lease;
- (b) A Tax Compliance Agreement setting forth certain expectations and covenants of the District with regards to the use of the Project to the extent any Bond is issued as a tax-exempt Bond; and
- (c) Any other contract, agreement, instrument, certificate or other document that any Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Lease.

Section 5. Limited Obligations. The Bond shall not be a debt of the District, but rather is expected to be repaid from amounts paid by the District under the Lease and the other security pledged therefor. No debt service reserve fund shall be funded with respect to the Lease or the Bond.

Section 6. Further Authority; Ratification. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with counsel, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to an Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease not specifically set forth in this Resolution, including without limitation adjustments which may be appropriate related to the condominium regime for the Project, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, and (3) the engagement of external professionals, advisors and agents. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel and other advisors and agents in connection with the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease Documents and the terms and provisions thereof shall constitute a contract between the District and CNEA, and the provisions thereof shall be enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "**State**") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Lease Documents, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Lease Documents.

Section 8. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Lease is intended or should be construed to confer upon or give to any person other than the District and CNEA, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Lease or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Lease and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District and CNEA.

Section 9. Liability of Officers. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the Lease Documents or the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Lease Documents on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Lease Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease Documents, but CNEA and the registered owners of the Bond shall retain all the rights and benefits afforded to them hereunder and under the Lease Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 11. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Lease Documents shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Lease Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 12. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 13. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 14. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

[Signature Page Follows]

ADOPTED this 8th day of July, 2021.

President

Secretary

**THE BOARD OF EDUCATION OF
HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS)**

RESOLUTION

JULY 8, 2021

**AUTHORIZING
A LEASE WITH
CENTRAL NEBRASKA EDUCATION AGENCY**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of the Hall County School District No. 0002 (Grand Island Public Schools) (the “**District**”), hereby finds and determines that is necessary, desirable, advisable and in the best interests of the District that the District enter into a lease arrangement with Central Nebraska Education Agency, a Nebraska interlocal agency (“**CNEA**”) with Educational Service Unit No. 10 of the State of Nebraska (“**ESU 10**”) for an early childhood education center (collectively, the “**Project**”) under and pursuant to the provisions of Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, and other Nebraska law (collectively, the “**Act**”) in order to provide mutual advantage to the District and CNEA, for the District to fulfill its statutorily prescribed pre-kindergarten services to the residents of the District, for ESU 10 to fulfill its statutorily prescribed responsibilities of providing core services to the District, as a member of ESU 10, as well as providing meeting space in the Grand Island area for use by ESU 10 in providing services to its other member schools.

Section 2. Authorization of Lease; Bond. The Board hereby authorizes the District to enter into the Lease, and acknowledges (and authorizes, to the extent required by law) the issuance by CNEA of its Lease Rental Revenue Bonds in one or more series (the “**Bond**”) to be issued by CNEA to finance the purchase by CNEA of the Project pursuant to the terms of a Loan Agreement between CNEA and the purchaser of the Bond (the “**Purchaser**”). The Bond is expected to be repaid by the Board’s obligations to make certain payments under the Lease, and further secured by a Deed of Trust, Security Agreement and Assignment of Leases and Rents by CNEA in favor of the Purchaser (the “**Deed of Trust**”).

Section 3. Determination of Final Terms. In connection with the entrance of the District into the Lease and the related transactions, the President, Vice-President, or Secretary of the Board, or the Superintendent or Chief Financial Officer or business officer of the District, or such officer authorized to perform the duties of such role (each, an “**Authorized Officer**”), are each hereby authorized to negotiate, specify, determine, designate, and establish as the case may be, the term of the Lease, including all renewal provisions, repayment terms, prepayment provisions, and termination provisions, provisions related to or which may change as a result of the condominium regime for the Project, and all other terms and provisions of the Lease not otherwise specified or fixed by this Resolution.

Section 4. Lease Documentation. In connection with the execution and delivery of the Lease, each Authorized Officer is hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the “**Lease Documents**”):

- (a) The Lease;
- (b) A Tax Compliance Agreement setting forth certain expectations and covenants of the District with regards to the use of the Project to the extent any Bond is issued as a tax-exempt Bond; and
- (c) Any other contract, agreement, instrument, certificate or other document that any Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Lease.

Section 5. Limited Obligations. The Bond shall not be a debt of the District, but rather is expected to be repaid from amounts paid by the District under the Lease and the other security pledged therefor. No debt service reserve fund shall be funded with respect to the Lease or the Bond.

Section 9. Liability of Officers. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the Lease Documents or the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Lease Documents on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Lease Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease Documents, but CNEA and the registered owners of the Bond shall retain all the rights and benefits afforded to them hereunder and under the Lease Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 11. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Lease Documents shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Lease Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 12. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 13. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 14. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

[Signature Page Follows]

Section 6. Further Authority; Ratification. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with counsel, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to an Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease not specifically set forth in this Resolution, including without limitation adjustments which may be appropriate related to the condominium regime for the Project, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, and (3) the engagement of external professionals, advisors and agents. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel and other advisors and agents in connection with the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease Documents and the terms and provisions thereof shall constitute a contract between the District and CNEA, and the provisions thereof shall be enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "State") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Lease Documents, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Lease Documents.

Section 8. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Lease is intended or should be construed to confer upon or give to any person other than the District and CNEA, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Lease or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Lease and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District and CNEA.

ADOPTED this 8th day of July, 2021.

Robin L. Dettler
Secretary

Bonnie M. Hinkle
President

LEASE AGREEMENT

between

CENTRAL NEBRASKA EDUCATION AGENCY,
as Lessor

and

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
THE STATE OF NEBRASKA,
as Lessee

Dated as of [CLOSING], 2021

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [CLOSING], 2021 (this “Lease”), by and between **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**, a Class III school district and a political subdivision of the State of Nebraska, as lessee (the “District”), and **CENTRAL NEBRASKA EDUCATION AGENCY**, an interlocal agency organized and existing under the laws of the State of Nebraska, as lessor (the “Lessor” or the “Agency”).

WITNESSETH:

WHEREAS, the District (a) is a Class III school district and a political subdivision duly organized and validly existing under the laws of the State of Nebraska (the “State”), (b) is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, and other Nebraska laws (collectively, the “Act”), to lease such Project (as more fully described herein, the “Leased Property”) from the Agency pursuant to this Lease, and (c) is authorized, under the laws of the State, including, without limitation, the Act, to execute, deliver and perform the District’s obligations under this Agreement and this Lease; and

WHEREAS, the Agency (a) is a governmental entity and interlocal agency duly organized and existing under the Nebraska Interlocal Cooperation Act, Sections 13-801 et seq., Reissue Revised Statutes of Nebraska, as amended (the “Interlocal Act”), formed by the District and Educational Service Unit No. 10 of the State of Nebraska (“ESU 10”) for the purposes of (i) making efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities; educational services and facilities to serve the needs of the communities served by the Members and (ii) providing or contracting for the acquisition, finance, construction and operation of one or more educational facilities or services for the benefit of the Members, (b) is duly qualified to do business in the State, (c) is the owner of and has good and merchantable title to the site described on Exhibit A attached hereto (the “Project Site”) and the facility and equipment thereon (the “Project”) and (d) is authorized, under its interlocal agreement, bylaws, resolutions of its board of directors and applicable law, to acquire the Project, to lease the Leased Property to the District, and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the District has determined that the lease of the Leased Property from the Agency pursuant to this Lease serves a public purpose and is in the best interests of the District and its residents; and

WHEREAS, the Agency desires to lease the Leased Property to the District, and the District desires to lease the Leased Property from the Agency, pursuant to this Lease, in exchange for payment by the District to the Agency of lease payments from current building funds and/or general funds of the District derived from property taxes and other available funds, subject to annual budgeting and appropriation by resolution of District’s Board of Education (the “Board”) as described herein; and

WHEREAS, this Lease will be terminated upon the occurrence of an Event of Nonappropriation; such failure by the District to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Board; and

WHEREAS, the purpose of this Lease is to facilitate the acquisition of the Project to be located on the Project Site; and

WHEREAS, the Agency has agreed to this Lease and to provide the costs of acquiring the Project; and

WHEREAS, the rent payments payable by the District hereunder shall constitute current expenditures of the District and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the District or a mandatory charge or requirement against the District in any Fiscal Year beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, no provision of this Lease shall be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of State law or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District; (d) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of the Act; or (e) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of the Act; and

WHEREAS, contemporaneously with the execution and delivery of this Lease, the Agency and Five Points Bank (the "Lender") have executed and delivered a Loan Agreement, dated as of [CLOSING], 2021 (the "Bank Loan Agreement"), pursuant to which the Agency has borrowed from the Lender the principal amount of \$[_____] to finance the acquisition of the Project, and the Agency has pledged and assigned to the Lender its interest in this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Lease that are not defined in this Article I shall have the meanings assigned to them in the Bank Loan Agreement. Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings in this Lease specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

The following capitalized terms shall have the following meanings in this Lease:

“*Accounting Principles*” means generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time.

“*Act*” means Section 79-10,105 Reissue Revised Statutes of Nebraska, as amended.

“*Additional Rentals*” means, collectively: (i) the costs and expenses incurred by the District in performing its obligations under this Lease with respect to the Leased Property, the Project, and any matter related thereto and the costs and expenses incurred by the District in paying the reasonable fees and expenses of the Agency pursuant to Sections 10.03 and 10.05 hereof; (ii) all amounts paid by the District to the Agency to fund the Rebate Fund pursuant to Section 10.06 hereof; (iii) any amounts owed by the Agency to the Lender pursuant to the Bank Loan Agreement, including, but not limited to, any Additional Payments (as defined in the Bank Loan Agreement); and (iv) all other costs and expenses incurred by the District in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals.

“*Agency*” means Central Nebraska Education Agency, an interlocal agency and governmental entity duly organized and existing under the Interlocal Act.

“*Agency Representative*” means any officer of the Agency and any other person or persons designated to act on behalf of the Agency under this Lease by a written certificate furnished to the District and the Agency containing the specimen signature of such person and signed on behalf of the Agency by any officer of the Agency. The identity of the Agency Representative may be changed by the Agency from time to time by furnishing a new certificate to the District.

“*Bank Loan*” means that tax-exempt loan made by the Lender to the Agency pursuant to the Bank Loan Agreement for the purpose of financing the acquisition of the Project evidenced by the Bond.

“*Bank Loan Agreement*” means that certain Loan Agreement, dated as of [CLOSING], 2021, as evidenced by the Bond.

“*Base Rental Payment Date*” has the meaning provided in Section 6.01 hereof.

“*Base Rentals*” means the payments by the District pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

“*Board*” means the members of the District’s Board of Education, their successors and assigns.

“*Bond*” means that certain \$[PRINCIPAL AMOUNT] Central Nebraska Education Agency, Lease Rental Revenue Bond, Series 2021, dated [CLOSING], 2021.

“*Deed of Trust*” means any deed of trust, security agreement, fixture filing statement and assignment of leases and rents granted by the Agency to the Lender in connection with the Bank Loan.

“*District*” means Hall County School District 0002 (Grand Island Public Schools) in the State of Nebraska, a Class III school district and a political subdivision duly organized and validly existing under the laws of the State.

“*District Representative*” means the Superintendent of Schools or any other person or persons designated to act on behalf of the District for the purposes of performing any act under this Lease by a written certificate furnished to the Agency containing the specimen signature of such person and signed on behalf of the District by any officer of the Board. The identity(ies) of the District Representative(s) may be changed by the District from time to time by furnishing a new certificate to the Agency.

“*Equipment*” means the equipment and other personal property acquired as part of the Project, as such equipment and other personal property is modified pursuant to Section 8.06, 8.07 or 8.08.

“*Event of Default*” means an event described in Section 12.01(a) hereof.

“*Event of Nonappropriation*” means an event described in Section 6.04(b) hereof.

“*Financing Costs*” means administrative costs of structuring the lease of the Project, including, but not limited to, any fees and expenses of the District, any fees and expenses relating to the Bank Loan, any fees and expenses of any financial advisor who provides services in connection with structuring the lease of the Project, legal fees and expenses, costs of immediately available funds, costs of publication, accountants’ fees and recording and filing fees.

“*Financing Documents*” means this Lease, the Bank Loan Agreement, the Bond, the Resolution, the Tax Agreement and the Deed of Trust and any and all other documents and instruments executed by the Agency and delivered to the Lender in connection with the financing transactions contemplated hereby.

“*Fiscal Year*” means the District’s fiscal year, which begins on September 1 of each year and ends on August 31 of such year.

“*Force Majeure*” means any event that is not within the control of the District, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, transmission pipes or canals.

“*Hazardous Substances*” means any dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and/or the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq. and 42 U.S.C. § 9601 et seq.), as amended, or any other Environmental Laws, and also includes urea formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos-containing materials,

nuclear or radioactive fuel or waste, infectious waste, and petroleum, including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, substance, pollutant or contaminant which would subject the Project to any damages, penalties or liabilities under any applicable law, statute, code, ordinance, regulation, requirement or rule.

“*Improvements*” means the Project, site improvements and other real property described in Exhibit B hereto, as such buildings, site improvements and other real property may be modified pursuant to Section 8.06 or 8.08 hereof.

“*Independent*” means as applied to any Person giving a Certificate or Opinion, one who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the Bond; (iii) is not connected with the Agency as an officer or employee thereof; and (iv) is appointed or approved by the Lender in the exercise of reasonable care.

“*Independent Counsel*” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the District or the Agency.

“*Interlocal Act*” means Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended.

“*Lease*” means this Lease Agreement and any amendment or supplement hereto.

“*Leased Property*” means, collectively, the Project Site, the Improvements and the Equipment, including any other property that may be defined as part of the Leased Property pursuant to any amendment hereof.

“*Lease Term*” has the meaning provided in Section 4.01 hereof.

“*Lender*” means Five Points Bank, a State banking corporation, its successors and assigns.

“*Net Proceeds*” means (a) the gross proceeds received from any event referred to in Section 8.07(a) hereof or Section 8.08(a) hereof, minus (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to Section 8.07(a)(ii) hereof shall be deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

“*Permitted Encumbrances*” means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 8.02(b) hereof; (b) this Lease; (c) easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions which the District Representative certifies will not adversely affect the value, or interfere with or impair the effective use or operation, of the Leased Property, including easements granted pursuant to Section 8.03 hereof; (d) any financing statements filed with respect to the Agency’s interest in the Leased Property or this Lease; (e) the Deed of Trust; (f) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (g) any claim filed pursuant to the Act; (h) any applicable zoning requirements; and (i) such easements, licenses, rights-of-way,

rights and privileges, restrictions and exceptions, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property, which do not, with respect to any of them, in the opinion of the Agency, materially impair title to the Leased Property.

“*Project*” means the acquisition of the Project, including the Improvements and Equipment, described in Exhibit B hereto and to be located on the Project Site.

“*Project Costs*” means, with respect to the Project, all costs and expenses to be incurred, and the reimbursement to the District for all costs and expenses heretofore incurred by the District or the Agency (except as otherwise provided below), including, without limitation:

(a) the purchase price, and other costs incurred in connection with the acquisition of the Leased Property or obtaining or confirming the title thereto;

(b) all obligations incurred or assumed for labor, materials and equipment in connection with the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications in connection with the Project;

(e) administrative costs related to the Project incurred, including supervision of the construction, acquisition, renovation and installation as well as the performance of all of the other duties required by or consequent upon the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) all costs which shall be required to be paid under the terms of any Project Contract;

(g) all costs which are considered to be a part of the Project Costs in accordance with generally accepted accounting principles;

(h) Financing Costs; and

(i) any and all other costs necessary to effect the Project or to acquire or improve any Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the Base Rentals.

“*Project Site*” means the real property described in Exhibit A hereto, including any property added to or substituted for any portion of the Project Site, and less any real property released from this Lease pursuant to Article VIII hereof.

“*Rebate Fund*” means the special fund created by the District’s federal tax certificate.

“*Requirement of Law*” means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common-law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including, but not limited to, any of the foregoing relating to zoning, environmental, health or safety issues.

“*State*” means the State of Nebraska.

“*Termination Date*” has the meaning set forth in Section 4.01(b)(iv) hereof.

“*Termination Fee*” means all amounts which have accrued and become due and payable under this Lease as of the Termination Date, plus an amount equal to Additional Rentals (but excluding amounts which may be attributable to payment of principal or interest on the Bank Loan) which would reasonably be expected to accrue within six months after the Termination Date, plus an amount equal to the present value of the remaining Base Rentals from and after the Termination Date using a discount rate of ____%, less an amount equal to the appraised value of the Project as provided in an appraisal, if such appraisal is (i) dated within the six months prior to such Termination Date and (ii) from an appraiser reasonably acceptable to the Agency and Lender.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties by the Agency. The Agency makes the following representations, covenants and warranties:

(a) The Agency (i) is an interlocal agency and governmental entity duly organized and existing under the laws of the State, including particularly the Interlocal Act, (ii) is duly qualified to do business in the State, and (iii) is authorized, under its interlocal agreement and bylaws, action of its board of directors and applicable law, to own the Project, to lease the Leased Property to the District and to execute, deliver and perform its obligations under this Lease.

(b) The execution, delivery and performance by the Agency of the Financing Documents to which it is a party have been duly authorized by the Agency.

(c) Each of the Financing Documents to which it is a party is enforceable against the Agency in accordance with its respective terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, by equitable principles, whether considered at law or in equity, by the exercise

by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution and delivery of the Lease Documents, the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of the Lease Documents will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Agency is a party or by which it or any of its property is bound, or the Agency's Interlocal Agreement or Bylaws or any order, rule or regulation applicable to the Agency or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is a party.

(e) The Agency is leasing the Project to the District for the purpose of furthering the public purposes of the Act and the Interlocal Act.

(f) There is no litigation or proceeding pending or threatened against the Agency or any other Person affecting the right of the Agency to execute, deliver or perform its obligations under the Financing Documents to which it is a party.

(g) The Agency shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(h) No member of the Agency's board of directors or any other officer of the Agency has any significant or conflicting interest, financial, employment or otherwise, in the District, in the Project or in the transactions contemplated hereby, except as full-time employees of the District or members of the District's Board.

Section 2.02. Representations, Covenants and Warranties by the District. The District makes the following representations, covenants and warranties:

(a) The District is a Class III school district and a political subdivision and validly existing under the laws of the State.

(b) The District is authorized, under the laws of the State, including, but not limited to, the Act, to lease the Leased Property from the Agency and to execute, deliver and perform its obligations under the Lease Documents.

(c) The lease of the Leased Property from the Agency to the District pursuant to this Lease serve a public purpose and are in the best interests of the District.

(d) The execution, delivery and performance by the District of the Lease Documents have been duly authorized by the District.

(e) The execution, delivery and performance of the respective terms of the Lease Documents by the District do not and will not materially conflict with or result in a

material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or any law, or constitute a material default under any of the foregoing or, except as specifically provided in the Lease Documents, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District.

(f) The acquisition of the Project by the Agency and the leasing of the Project by the Agency to the District will advance the purposes of the Act and the Interlocal Act.

(g) The District will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the District's purpose and operations; and the District expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Lease Term.

(h) The District presently intends and expects to continue this Lease through the Initial Lease Term and four Subsequent Lease Terms, but this representation does not obligate or otherwise bind the District or contravene the Act.

(i) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(j) The Project is located wholly within the geographic boundaries of the District.

(k) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform its obligations under the Lease Documents.

(l) The District is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(m) The District has appropriated sufficient moneys to pay the Base Rentals payable in the current Fiscal Year and the Additional Rentals estimated to be payable in the current Fiscal Year from current building funds and/or general funds of the District and other funds legally available for such purposes and, upon commencement of the Lease Term, such moneys will be encumbered to pay such Base Rentals and Additional Rentals.

ARTICLE III

GRANTING PROVISIONS; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Acquisition of Project Site. Simultaneously with the delivery of this Lease, the Agency is acquiring the Project and the real estate constituting the Project Site, as set forth in Exhibit A attached hereto.

Section 3.02. Granting of Leasehold Estate. The Agency hereby demises and leases the Leased Property to the District in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.03. Enjoyment of Leased Property. The Agency covenants that during the Lease Term and so long as no Event of Default shall have occurred, the District shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Agency, except as expressly required or permitted by this Lease.

Notwithstanding any other provision in this Lease, the Agency will have no responsibility to maintain, repair or insure the Project. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of Article VII. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review, the District may refrain from complying therewith if the District furnishes, on request, to the Agency, at the District's expense, indemnity satisfactory to the Agency.

Section 3.04. Financing. The District acknowledges that the Agency has entered into the Bank Loan in connection with the financing of the Project and has granted a first deed of trust on, a security interest in and an assignment of leases and rents of the Leased Property pursuant to the Deed of Trust to secure its obligations under such Bank Loan. The District also acknowledges that from time to time the Agency may desire to refinance such Bank Loan. The District agrees that its interest in the Project and all of its interest hereunder are now and shall at all times be subject and subordinate to the Deed of Trust, whether the same is now existing or hereafter created and without the need for any act or agreement by the District; provided, however that so long as the District continues to perform all of its obligations under this Lease, its tenancy shall remain in full force and effect notwithstanding Lessor's default in connection with any Deed of Trust or any resulting foreclosure or sale of the Leased Property or transfer in lieu of such proceedings.

Section 3.05. Attornment. If any proceedings are brought for the foreclosure of, or following exercise of the power of sale under, the Deed of Trust as described in Section 3.04 above, the District shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease.

Section 3.06. Reserved.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The term of this Lease (the “Lease Term”) shall commence on [CLOSING], 2021 and end on October 1, 2026 (the “Initial Lease Term”), and shall subsequently renew for 5-year subsequent terms thereafter (each, a “Subsequent Lease Term”) upon the District adopting a budget during the twelve month period immediately preceding the end of the Initial Lease Term or existing Subsequent Lease Term, as applicable, as described in Section 6.04(a) herein wherein amounts are budgeted for payment of rents under this Lease during the subsequent budget year. No further action by the District to renew for a Subsequent Lease Term shall be required, but separate action for such renewals or nonrenewals may be taken by the District.

(b) The Lease Term shall expire upon the earliest of any of the following events:

(i) on September 30 of any year during which an Event of Nonappropriation has occurred;

(ii) the termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof; or

(iii) an action by the District to not renew for a Subsequent Lease Term not less than 90 days prior to the expiration of the Initial Lease Term or Subsequent Lease Term, as applicable;

Section 4.02. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All unaccrued obligations of the District hereunder shall terminate, but all obligations of the District that accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Nonappropriation or an Event of Default or failure to renew the Lease for a Subsequent Lease Term, the District’s right to possession of the Leased Property hereunder shall terminate and (i) the District shall, within 45 days, (A) vacate the Project Site and the Improvements and (B) deliver the Equipment to the Agency at the location at which it is being used; and (ii) pay the Agency the applicable Termination Fee.

ARTICLE V
THE PROJECT

Section 5.01. Acquisition of the Project. The Agency shall acquire the Project with the proceeds of the Bond.

Section 5.02. Limitation on the Agency's Obligation With Respect to Project. The obligation of the Agency to pay costs with respect to the acquisition, construction, design, installation, equipping and funding of the Project pursuant to Section 5.01 hereof shall be limited to \$[PRINCIPAL AMOUNT].

ARTICLE VI
**BASE RENTALS AND ADDITIONAL RENTALS;
EVENT OF NONAPPROPRIATION**

Section 6.01. Payment of Base Rentals. During the Lease Term the District shall pay to the Agency from current building funds and/or general funds of the District and other funds legally available for such purposes in immediately available funds, the Base Rentals due on each payment date (each, a "**Base Rental Payment Date**") in the amounts and on the dates as provided in Exhibit C attached to this Lease, which may be modified from time to time solely as set forth herein.

Section 6.02. Payment of Additional Rentals. The District shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay, from current building funds and/or general funds of the District and other funds legally available for such purposes, Additional Rentals directly to the Persons to which they are owed in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations. The obligation of the District to pay Base Rentals, Additional Rentals and any Termination Fee is and shall be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property. Notwithstanding any dispute between the District and the Agency or between the Lender or the Agency and any other Person relating to the Leased Property, the District shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due; the District shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of such dispute and shall not assert any right of setoff or counterclaim against its obligation to pay Base Rentals or Additional Rentals; provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the District of any rights, claims or defenses which the District may assert, and no action or inaction on the part of the Agency shall affect the District's obligation to pay Base Rentals or Additional Rentals during the Lease Term.

Section 6.04. Event of Nonappropriation.

(a) The officer of the District who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is hereby directed (i) to estimate the Additional Rentals payable during the next ensuing budget

year prior to the submission of each annual budget proposal to the Board during the Lease Term and (ii) to include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rentals scheduled to be paid and the Additional Rentals estimated to be payable during the next ensuing budget year; it being the intention of the District that any decision to continue or to terminate this Lease at the end of the Initial Term or any Subsequent Term shall be made solely by the Board, in its sole discretion, and not by any other department, agency or official of the District, and the budgeting of funds for payment of Base Rentals and Additional Rentals at the end of the Initial Lease Term or any Subsequent Lease Term shall extend the Lease Term for a Subsequent Lease Term.

(b) An Event of Nonappropriation shall be deemed to have occurred:

(i) On or before September 30 of any Fiscal Year if the District has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in such Fiscal Year; or

(ii) If:

(A) an event described in Section 8.08(a) hereof has occurred,

(B) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with Section 8.08 hereof and

(C) the District has not appropriated amounts sufficient to proceed under clause (i) of Section 8.08(c) hereof by September 30 of the Fiscal Year in which such event occurred or by September 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent, on September 30 of the Fiscal Year in which such event occurred or on September 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

(c) Notwithstanding subsection (b) of this Section, the Agency shall waive any such failure to appropriate under subsection (b) of this Section which is cured by the District within a reasonable period of time.

(d) The District shall furnish the Agency with copies of all appropriation measures relating to Base Rentals or Additional Rentals promptly upon the adoption thereof by the Board, but not later than 30 days following the adoption thereof by the Board; provided, however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent the District from terminating this Lease or (iii) result in any liability on the part of the District.

(e) Upon the occurrence of an Event of Nonappropriation, the District shall give notice within 10 days of such occurrence to the Agency.

Section 6.05. Limitations on Obligations of the District.

(a) Payment of Base Rentals and Additional Rentals by the District shall constitute currently appropriated expenditures of the District and may be paid solely from current building funds and/or general funds of the District and other funds legally available for such purposes.

(b) The District shall have no option hereunder to purchase the Leased Property.

(c) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the District, nor shall any provision of this Lease restrict the future issuance of any obligations of the District, payable from any class or source of money of the District.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The District shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

(i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;

(iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the lesser of: (A) the unpaid amount of all Base Rentals or (B) the full replacement value of the Improvements and the Equipment; and

(iv) public liability insurance with respect to the activities to be undertaken by the District in connection with the Leased Property, the Project and this Lease: (A) to the extent such activities result in injuries for which immunity is available under State law, in an amount not less than the amounts for which the District may be liable to third parties thereunder and (B) for all other activities, in an amount not less than \$1,000,000 per person per occurrence and \$1,000,000 per occurrence.

(b) Except for Permitted Encumbrances, the District shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the District shall first notify the Agency of the

intention of the District to do so, the District may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, upon any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Agency shall notify the District that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the District from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item, the interest of the Agency in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the District, the Agency will cooperate fully with the District in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount deemed reasonable by the District; (ii) each insurance policy shall be provided by a commercial insurer rated "A" or better; (iii) if such insurance policy is provided by a commercial insurer, each insurance policy shall be so written or endorsed as to make losses, if any, payable to the District and the Agency, as their respective interests may appear; (iv) each insurance policy issued by commercial insurer shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the District or the Agency without first giving written notice thereof to the District and the Agency at least 30 days in advance of such cancellation or modification; (v) a certificate evidencing each such policy shall be deposited with the Agency by July 31 of each year, commencing July 31, 2021; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the District; and (vii) each insurance policy shall explicitly waive any co-insurance penalty.

The Agency shall have no responsibility for the monitoring, renewing or receiving of the insurance or documents pertaining thereto except as provided herein. The District shall provide the Agency annually, on or before July 31 of each year, commencing July 31, 2021, with a certification from an insurance consultant or independent insurance broker/agent that the insurance complies with the requirements of this Lease and other documents and current certificates of insurance with required endorsement.

(d) The District may, in its discretion, provide any of the insurance required by subsection (a) of this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(e) The District may, in its discretion, provide all or any portion of the insurance required by subsection (a) of this Section by self-insurance, provided that the following conditions are met: (i) the self-insurance program is approved by an

independent insurance consultant referred to in subsection (f) of this Section; and (ii) the self-insurance program is maintained on an actuarially sound basis.

(f) The District shall cause an insurance consultant, which may be the person providing the insurance, to annually review the coverage of the policies of insurance or self-insurance maintained pursuant to this Section and to make recommendations thereon, and shall comply with such recommendations.

Section 7.02. Maintenance and Operation of Leased Property. The District shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.06, 8.07 and 8.08 hereof.

ARTICLE VIII

OWNERSHIP, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY; DAMAGE OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Title to Leased Property. The Leased Property shall be held in the name of the Agency. The District shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article IX or XII hereof and except for Permitted Encumbrances, (i) the District shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and (ii) the District shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the District shall first notify the Agency of the intention of the District to do so, the District may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property and, upon any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the District that, in the opinion of Independent Counsel, whose fees shall be paid by the District as Additional Rentals, by failing to discharge or satisfy such item, the interest of the Agency in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a

waiver by the District of the right to continue to contest such item. At the request of the District, the Agency will cooperate fully with the District in any such contest.

Section 8.03. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Agency shall, at the request of the District:

(a) consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder or under the Deed of Trust;

(b) consent to the release of existing easements, licenses, rights-of-way and other rights and privileges with respect to the Project Site and the Improvements, free from this Lease and the Deed of Trust and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the District Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing by the District. The District may, subject to Section 10.04 hereof, (a) permit groups or individuals to use all or any portion of the Leased Property pursuant to the District's policies for community use of District facilities and (b) sublease or grant the right to use or otherwise permit other Persons to use all or any portion of the Leased Property for other purposes, provided that the following conditions are satisfied for any sublease, grant or use pursuant to clause (b):

(i) this Lease, and the obligations of the District hereunder, shall remain obligations of the District, and the District shall maintain its direct relationship with the Agency, notwithstanding any such sublease, grant or use;

(ii) if the sublease, grant or use is either (A) with respect to all the Leased Property or (B) makes it impossible or impractical for the District to use any substantial portion of the Leased Property for governmental purposes for any substantial period of time, the Agency will consent to such sublease, grant or use, which consent shall not be unreasonably withheld.

Section 8.05. Reserved.

Section 8.06. Modification of Leased Property. The District, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such

remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease; and (d) with respect to substitutions, the District has provided the following to the Agency: (i) a certificate of useful life demonstrating that the useful life of the substituted property meets or exceeds the remaining term of the Lease Term; (ii) a certification that the essentiality of the substituted property is comparable to that of the released property; (iii) an opinion from Bond Counsel to the effect that such substitution will not cause the District to violate its covenant set forth in Section 10.04 hereof; and (iv) a certification from the District that there are no prior liens on the substituted property other than liens that would constitute Permitted Encumbrances thereon.

Section 8.07. Replacement and Substitution of Equipment.

(a) The District shall have no obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where the District determines that any Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the District may (acting for the Agency) sell, trade in, exchange or otherwise dispose of such Equipment (as a whole or in part) without any responsibility or accountability to the Agency therefor; provided, however, that if any Equipment has an original purchase price of at least \$25,000 individually, or at least \$1,000,000 collectively (counting only those items of Equipment with individual purchase prices of \$10,000 or more), the District shall comply with one of the following two conditions with the sale, trade-in, exchange or other disposition of such Equipment:

(i) the District shall substitute (by direct payment of the costs thereof or by designating equipment or personal property not theretofore included as part of the Leased Property) other equipment or personal property having (A) equal or greater value and utility (but not necessarily having the same function) in the operation of the Leased Property and (B) a useful life of not less than the remaining useful life of the item of Equipment for which it is substituted; or

(ii) the District shall not make any such substitution, provided that (A) if the item of Equipment is sold to anyone other than the District, the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date, (B) if the item of Equipment is traded in for other equipment or personal property that is not to be included in the Leased Property, the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date and (C) if the item of Equipment is sold or disposed of to the District, then the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date an amount equal to the original purchase price thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

(b) The District shall promptly report in writing to the Agency each substitution, sale, trade-in, exchange or other disposition that must meet one of the

conditions set forth in clause (i) or (ii) of subsection (a) of this Section and will pay amounts due to the Agency thereunder promptly following any sale or disposition pursuant to clause (ii) of subsection (a) of this Section. All equipment or personal property substituted for Equipment pursuant to this Section shall be free of all liens and encumbrances that are not Permitted Encumbrances and shall become a part of the Equipment, and the District shall execute and deliver to the Agency a bill of sale transferring title to the substituted equipment or personal property to the Agency.

(c) The District will not remove, or permit the removal of, any of the Equipment except in accordance with this Section, Section 8.06 or 8.08 or Article IX hereof. The Agency shall cooperate with the District in implementing the District's rights to dispose of Equipment pursuant to this Section and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

(d) The disposal of any portion of the Equipment pursuant to this Section shall not entitle the District to any postponement, abatement or diminution of the Base Rentals or Additional Rentals required to be paid hereunder.

Section 8.08. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property. [this section to be adjusted as appropriate to take into account the condominium regime under which the Project is held by the Agency]

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the District or the Agency in the Leased Property (or any portion thereof) is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Project shall be deposited into a special trust fund held by the Agency.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the District.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are more than the amount of Net Proceeds available, then:

(i) The District shall use the Net Proceeds promptly to repair, restore, modify or improve or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the value of the Leased Property (or applicable portion thereof), and pay to the Agency the costs thereof in excess of the amount of the Net Proceeds as a prepayment of the Base Rentals due on the next Base Rental Payment Date.

(ii) If, by September 30 of the Fiscal Year in which the event described in subsection (a) of this Section occurred (or September 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the District has not appropriated amounts sufficient to proceed under clause (i) of this subsection (c), an Event of Nonappropriation shall be deemed to have occurred.

(d) The District shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Project without the written consent of the Agency.

(e) No event described in subsection (a) of this Section shall affect the obligation of the District to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part, and further, subject, however, to Article VI hereof.

Section 8.09. Condemnation by the District. The District agrees that, to the extent permitted by law, if it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the appraised value of the condemned portion of the Leased Property shall be not less than the amount necessary to pay the Lease in full at the time of such condemnation.

Section 8.10. Personal Property of the District. The District, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

NO OPTION TO PURCHASE THE LEASED PROPERTY

Section 9.01. No Purchase Option. The District shall have no rights hereunder to purchase the Leased Property.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default has occurred, the Agency and the District shall have full power to carry out the acts and agreements provided herein, and the Agency and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance With Requirements of Law. On and after the date hereof, the Agency and the District shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the District, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property or the Project in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property or the Project in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property or the Project, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the Project or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property or the Project in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the request of and at the cost of the District (payable as an Additional Rental hereunder), the Agency shall join and cooperate fully in any legal action in which the District asserts its right to the enjoyment of the Leased Property that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the District's enjoyment of the Leased Property for which the District is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the District's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Agency and upon a determination by the District that such action is in the best interests of the District, the District shall, at the cost of the District (payable as an Additional Rental hereunder), join and cooperate fully in any legal action in which the Agency asserts its ownership of or interest in the Leased Property that

involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Agency is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Agency or the performance of its obligations hereunder.

Section 10.04. [RESERVED]

Section 10.05. Payment of Fees and Expenses of the Agency. The District shall pay as Additional Rentals the reasonable fees and expenses of the Agency (subject to any agreement with the Agency limiting the amount of such fees and expenses) in connection with the Leased Property, the Project, this Lease, the Bank Loan Agreement or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Agency or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct of the Agency or its directors or officers.

Section 10.06. Rebate Payments. The District shall pay all amounts required to be paid pursuant to Section 10.04 hereof as Additional Rentals.

Section 10.07. District Financial Information. Throughout the Lease Term, the District shall provide the Agency reasonable access to:

- (a) the District's annual financial statements, as audited by an Independent certified professional accountant, within 180 days after the end of each Fiscal Year, commencing with the Fiscal Year ending August 31, 2021, or at such time as such audited financial statements are available;
- (b) the District's annual budget, as approved by the District's Board, by October 15 of each Fiscal Year, commencing with the Fiscal Year beginning on September 1, 2021; and
- (c) the books of records and accounts relating to the Project and such other information as the Agency may reasonably request.

ARTICLE XI

LIMITS ON OBLIGATIONS OF THE AGENCY

Section 11.01. Disclaimer of Warranties. THE AGENCY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. In no event shall the Agency be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

Section 11.02. Financial Obligations of the Agency Limited. All financial obligations of the Agency under this Lease, except those resulting from its negligence or willful misconduct, are expressly limited to the terms hereof.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an “Event of Default” under this Lease:

(i) failure by the District to pay any specifically appropriated Base Rentals to the Agency on or before the applicable Base Rental Payment Date;

(ii) failure by the District to pay any Additional Rental for which funds have been specifically appropriated when due, or if such Additional Rental is payable to a Person other than the Agency, when nonpayment thereof has, or may have, a material adverse effect upon the Leased Property or the interest of the Agency in the Leased Property;

(iii) failure by the District to vacate the Project Site and the Improvements and to surrender the Equipment included in the Leased Property within 90 days following an Event of Nonappropriation in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the District in all or any portion of this Lease or the Leased Property in violation of Section 13.02(a) hereof or any succession to all or any portion of the interest of the District in the Leased Property in violation of Section 13.02(b) hereof;

(v) failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Agency, or the Agency agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Agency shall withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected;

(vi) an event of default shall exist under any other lease or agreement between the District and the Agency; or

(vii) an event of default shall exist under the Bank Loan Agreement.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the District shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in Section 4.02(b)(ii) hereof; and

(ii) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the District shall not be deemed in default during the continuance of such inability; provided, however, that the District shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the District from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Agency may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the District to immediately vacate the Project Site and the Improvements and to surrender the Equipment, in the manner provided in Section 4.02(b) hereof;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment in any lawful manner; provided, however, that the Agency may not recover from the District any deficiency which may exist following the liquidation of the Equipment;

(c) take possession of the Leased Property, and sell the Agency's interest in the Project or lease the Project or sublease the Project continuing to hold the District liable for the difference between (i) the Base Rentals payable by the District hereunder for the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Agency in exercising its remedies under this Lease, including, without limitation, all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses);

(d) recover from the District:

(i) the portion of Base Rentals and Additional Rentals payable pursuant to Section 4.02(b)(ii) hereof;

(ii) the portion of Base Rentals for the then current Fiscal Year that have been specifically appropriated by the Board, regardless of when the District vacates the Project Site and Improvements and delivers the Equipment to the Agency; and

(iii) the portion of the Additional Rentals for the then current Fiscal Year that have been specifically appropriated by the Board, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date, the District vacates the Leased Property and Improvements, if any, and delivers the Equipment to the Agency;

(e) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the District set forth in Sections 6.05 and 12.03 hereof and the limitations on the obligations of the Agency set forth in Article X hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the District by reason of an Event of Default only as to the District's liabilities described in Section 12.02(d) hereof. A judgment requiring a payment of money may be entered against the District by reason of an Event of Nonappropriation, or a failure to vacate the Project Site and the Improvements and deliver the Equipment to the Agency following an Event of Nonappropriation, only to the extent provided in Section 12.02(d)(i) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Agency is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Agency may waive any Event of Default under this Lease and its consequences. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) If the Agency waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the District of Base Rentals then due and owing shall be paid to the Agency to be applied in accordance with the terms hereof.

ARTICLE XIII

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 13.01. Assignment by the Agency. The Agency shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease, assign, convey or otherwise transfer to any Person any of the Agency's interest in the Leased Property or the Agency's rights, title or interest in, to or under this Lease.

The Agency shall, pursuant to the Bank Loan, assign its interest in this Lease and pledge any rents, revenues and receipts receivable by it under this Lease, including the Base Rentals, to the Lender as security for payment of the principal of and interest on such Bank Loan, and the District hereby consents to such pledge and assignment. This assignment and pledge is intended to be an absolute assignment from the Agency to the lender of such Bank Loan and not merely the passing of a security interest.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Agency and the District and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 14.02. The Agency and the District Representatives. Whenever under the provisions hereof the approval of the Agency or the District is required, or the District or the Agency is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Agency by the Agency Representative and for the District by the District Representative, and the District and the Agency shall be authorized to act on any such approval or request.

Section 14.03. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows:

if to the District: Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802
Attention: Superintendent

if to the Agency: Central Nebraska Education Agency
c/o Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802
Attention: Chair, CNEA

The District and the Agency may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the District or the Agency, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District or the Agency, as the case may be, and not of any member, director, officer, employee, servant or other agent of the District or the Agency in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the District or the Agency or any natural person executing this Lease or any related document or instrument.

Section 14.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed and with the consent of the Lender.

Section 14.06. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.07. Severability. If any provision of this Lease, other than the obligation of the District to pay Base Rentals or Additional Rentals hereunder and the obligation of the Agency to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the District pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.08. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.09. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease.

Section 14.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Agency and the District have executed this Lease as of the date first above written.

CENTRAL NEBRASKA EDUCATION
AGENCY, as Lessor

By _____
Name _____
Title _____

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this _____ day of _____, 2021, before me, the undersigned, personally appeared _____, known to me to be the Chair of Central Nebraska Education Agency, the Nebraska interlocal agency that executed the within instrument, and who acknowledged to me that such interlocal agency executed the same.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS) IN
THE STATE OF NEBRASKA

By _____
Name _____
President, Board of Education

By _____
Name _____
Secretary, Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this _____ day of _____, 2021, before me, the undersigned, personally appeared _____ and _____, known to me to be the President and the Secretary, respectively, of the Board of Education of Hall County School District 0002 (Grand Island Public Schools) in the State of Nebraska, the District that executed the within instrument, and who acknowledged to me that such District executed the same.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

Unit Two (2), Northwest Commons Business Condominiums, in the City of Grand Island, Hall County, Nebraska, as shown in the Declaration of Northwest Commons Business Condominiums filed of record on June 30, 2020 as Instrument No. 202004464 in the Office of the Register of Deeds of Hall County, Nebraska.

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of the acquisition of a new early childhood education center, including _____

EXHIBIT C

BASE RENTAL PAYMENT SCHEDULE



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:	Enter into a lease with the Central Nebraska Education Agency (CNEA) for the purpose leasing the facility located at 2208 South Webb Road, Unit #2 (Legal Description of the Property: Northwest Commons Business Condo Association Unit 2) for use as an early childhood education facility.
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Submitted By:	Dr. Ken Schroeder
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Date:7/ 08/202 1

1. What is the identified need?

The district is in need of a facility to operate a successful early childhood education program.

2. Administrative Rationale for BOE Agenda Item

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

3. Proposed Action

Enter into a lease with the Central Nebraska Education Agency for the purpose of leasing a safe, comfortable, and welcoming environment for early childhood student and staff.

4. Data/Research Assessed

Master Building Plan
Strategic Plan
Town Hall Meeting Input

5. Equity Analysis

The leased space will provide early childhood education services to all students at GIPS in an inclusive and equitable learning environment.

5. Stakeholder Group(s) Involved

General Public

6. Summary

Approval of this recommendation will help provide a safe, comfortable, and welcoming learning environment for Grand Island Public Schools Students and Staff.

7. Fiscal Impact

Amount:	\$540,000 annual lease cost (est.) \$45,000 per month lease payment (est.)
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Source:	Grand Island Public Schools Cooperative Fund
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Details:	Lease payments for the facility will be expensed on an annual basis from the Grand Island Public Schools Cooperative Fund to the Central Nebraska Education Agency.
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8. Person(s) Responsible for Implementation

Dr. Ken Schroeder

9. Implementation Plan

Monitor/ Evaluate

Actions:	Pass the resolution authorizing Grand Island Public Schools to enter into a lease agreement with the Central Nebraska Education Agency.
Timeline:	July 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

		Analysis for Extra Standard Recommendation for 2021-2022			
			\$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 9th 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 9th 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.

**THE BOARD OF EDUCATION OF
HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS)**

RESOLUTION

JULY 8, 2021

**AUTHORIZING
A LEASE WITH
CENTRAL NEBRASKA EDUCATION AGENCY**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT NO. 0002 (GRAND ISLAND PUBLIC SCHOOLS), AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Education (the “**Board**”) of the Hall County School District No. 0002 (Grand Island Public Schools) (the “**District**”), hereby finds and determines that is necessary, desirable, advisable and in the best interests of the District that the District enter into a lease arrangement with Central Nebraska Education Agency, a Nebraska interlocal agency (“**CNEA**”) with Educational Service Unit No. 10 of the State of Nebraska (“**ESU 10**”) for an early childhood education center (collectively, the “**Project**”) under and pursuant to the provisions of Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, and other Nebraska law (collectively, the “**Act**”) in order to provide mutual advantage to the District and CNEA, for the District to fulfill its statutorily prescribed pre-kindergarten services to the residents of the District, for ESU 10 to fulfill its statutorily prescribed responsibilities of providing core services to the District, as a member of ESU 10, as well as providing meeting space in the Grand Island area for use by ESU 10 in providing services to its other member schools.

Section 2. Authorization of Lease; Bond. The Board hereby authorizes the District to enter into the Lease, and acknowledges (and authorizes, to the extent required by law) the issuance by CNEA of its Lease Rental Revenue Bonds in one or more series (the “**Bond**”) to be issued by CNEA to finance the purchase by CNEA of the Project pursuant to the terms of a Loan Agreement between CNEA and the purchaser of the Bond (the “**Purchaser**”). The Bond is expected to be repaid by the Board’s obligations to make certain payments under the Lease, and further secured by a Deed of Trust, Security Agreement and Assignment of Leases and Rents by CNEA in favor of the Purchaser (the “**Deed of Trust**”).

Section 3. Determination of Final Terms. In connection with the entrance of the District into the Lease and the related transactions, the President, Vice-President, or Secretary of the Board, or the Superintendent or Chief Financial Officer or business officer of the District, or such officer authorized to perform the duties of such role (each, an “**Authorized Officer**”), are each hereby authorized to negotiate, specify, determine, designate, and establish as the case may be, the term of the Lease, including all renewal provisions, repayment terms, prepayment provisions, and termination provisions, provisions related to or which may change as a result of the condominium regime for the Project, and all other terms and provisions of the Lease not otherwise specified or fixed by this Resolution.

Section 4. Lease Documentation. In connection with the execution and delivery of the Lease, each Authorized Officer is hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the “**Lease Documents**”):

- (a) The Lease;
- (b) A Tax Compliance Agreement setting forth certain expectations and covenants of the District with regards to the use of the Project to the extent any Bond is issued as a tax-exempt Bond; and
- (c) Any other contract, agreement, instrument, certificate or other document that any Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Lease.

Section 5. Limited Obligations. The Bond shall not be a debt of the District, but rather is expected to be repaid from amounts paid by the District under the Lease and the other security pledged therefor. No debt service reserve fund shall be funded with respect to the Lease or the Bond.

Section 6. Further Authority; Ratification. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with counsel, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to an Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease not specifically set forth in this Resolution, including without limitation adjustments which may be appropriate related to the condominium regime for the Project, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, and (3) the engagement of external professionals, advisors and agents. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the District of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the District including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel and other advisors and agents in connection with the execution and delivery of the Lease and the issuance, sale and delivery of the Bond, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease Documents and the terms and provisions thereof shall constitute a contract between the District and CNEA, and the provisions thereof shall be enforceable by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "**State**") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Lease Documents, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Lease Documents.

Section 8. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Lease is intended or should be construed to confer upon or give to any person other than the District and CNEA, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Lease or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Lease and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District and CNEA.

Section 9. Liability of Officers. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the Lease Documents or the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Lease Documents on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Lease Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease Documents, but CNEA and the registered owners of the Bond shall retain all the rights and benefits afforded to them hereunder and under the Lease Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 11. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Lease Documents shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Lease Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 12. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 13. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 14. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

[Signature Page Follows]

ADOPTED this 8th day of July, 2021.

President

Secretary

LEASE AGREEMENT

between

CENTRAL NEBRASKA EDUCATION AGENCY,
as Lessor

and

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
THE STATE OF NEBRASKA,
as Lessee

Dated as of [CLOSING], 2021

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [CLOSING], 2021 (this “Lease”), by and between **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA**, a Class III school district and a political subdivision of the State of Nebraska, as lessee (the “District”), and **CENTRAL NEBRASKA EDUCATION AGENCY**, an interlocal agency organized and existing under the laws of the State of Nebraska, as lessor (the “Lessor” or the “Agency”).

WITNESSETH:

WHEREAS, the District (a) is a Class III school district and a political subdivision duly organized and validly existing under the laws of the State of Nebraska (the “State”), (b) is authorized pursuant to Section 79-10,105, Reissue Revised Statutes of Nebraska, as amended, and other Nebraska laws (collectively, the “Act”), to lease such Project (as more fully described herein, the “Leased Property”) from the Agency pursuant to this Lease, and (c) is authorized, under the laws of the State, including, without limitation, the Act, to execute, deliver and perform the District’s obligations under this Agreement and this Lease; and

WHEREAS, the Agency (a) is a governmental entity and interlocal agency duly organized and existing under the Nebraska Interlocal Cooperation Act, Sections 13-801 et seq., Reissue Revised Statutes of Nebraska, as amended (the “Interlocal Act”), formed by the District and Educational Service Unit No. 10 of the State of Nebraska (“ESU 10”) for the purposes of (i) making efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities; educational services and facilities to serve the needs of the communities served by the Members and (ii) providing or contracting for the acquisition, finance, construction and operation of one or more educational facilities or services for the benefit of the Members, (b) is duly qualified to do business in the State, (c) is the owner of and has good and merchantable title to the site described on Exhibit A attached hereto (the “Project Site”) and the facility and equipment thereon (the “Project”) and (d) is authorized, under its interlocal agreement, bylaws, resolutions of its board of directors and applicable law, to acquire the Project, to lease the Leased Property to the District, and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the District has determined that the lease of the Leased Property from the Agency pursuant to this Lease serves a public purpose and is in the best interests of the District and its residents; and

WHEREAS, the Agency desires to lease the Leased Property to the District, and the District desires to lease the Leased Property from the Agency, pursuant to this Lease, in exchange for payment by the District to the Agency of lease payments from current building funds and/or general funds of the District derived from property taxes and other available funds, subject to annual budgeting and appropriation by resolution of District’s Board of Education (the “Board”) as described herein; and

WHEREAS, this Lease will be terminated upon the occurrence of an Event of Nonappropriation; such failure by the District to appropriate funds in a manner that results in an Event of Nonappropriation is solely within the discretion of the Board; and

WHEREAS, the purpose of this Lease is to facilitate the acquisition of the Project to be located on the Project Site; and

WHEREAS, the Agency has agreed to this Lease and to provide the costs of acquiring the Project; and

WHEREAS, the rent payments payable by the District hereunder shall constitute current expenditures of the District and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the District or a mandatory charge or requirement against the District in any Fiscal Year beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, no provision of this Lease shall be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of State law or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District; (d) as a loan or pledge of the credit or faith of the District or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of the Act; or (e) as a donation or grant by the District to, or in aid of, any person, company or corporation within the meaning of the Act; and

WHEREAS, contemporaneously with the execution and delivery of this Lease, the Agency and Five Points Bank (the "Lender") have executed and delivered a Loan Agreement, dated as of [CLOSING], 2021 (the "Bank Loan Agreement"), pursuant to which the Agency has borrowed from the Lender the principal amount of \$[_____] to finance the acquisition of the Project, and the Agency has pledged and assigned to the Lender its interest in this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Lease that are not defined in this Article I shall have the meanings assigned to them in the Bank Loan Agreement. Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings in this Lease specified, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

The following capitalized terms shall have the following meanings in this Lease:

“*Accounting Principles*” means generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time.

“*Act*” means Section 79-10,105 Reissue Revised Statutes of Nebraska, as amended.

“*Additional Rentals*” means, collectively: (i) the costs and expenses incurred by the District in performing its obligations under this Lease with respect to the Leased Property, the Project, and any matter related thereto and the costs and expenses incurred by the District in paying the reasonable fees and expenses of the Agency pursuant to Sections 10.03 and 10.05 hereof; (ii) all amounts paid by the District to the Agency to fund the Rebate Fund pursuant to Section 10.06 hereof; (iii) any amounts owed by the Agency to the Lender pursuant to the Bank Loan Agreement, including, but not limited to, any Additional Payments (as defined in the Bank Loan Agreement); and (iv) all other costs and expenses incurred by the District in connection with the foregoing; provided, however, that Additional Rentals do not include the Base Rentals.

“*Agency*” means Central Nebraska Education Agency, an interlocal agency and governmental entity duly organized and existing under the Interlocal Act.

“*Agency Representative*” means any officer of the Agency and any other person or persons designated to act on behalf of the Agency under this Lease by a written certificate furnished to the District and the Agency containing the specimen signature of such person and signed on behalf of the Agency by any officer of the Agency. The identity of the Agency Representative may be changed by the Agency from time to time by furnishing a new certificate to the District.

“*Bank Loan*” means that tax-exempt loan made by the Lender to the Agency pursuant to the Bank Loan Agreement for the purpose of financing the acquisition of the Project evidenced by the Bond.

“*Bank Loan Agreement*” means that certain Loan Agreement, dated as of [CLOSING], 2021, as evidenced by the Bond.

“*Base Rental Payment Date*” has the meaning provided in Section 6.01 hereof.

“*Base Rentals*” means the payments by the District pursuant to Section 6.01 hereof, for and in consideration of the right to use the Leased Property during the Lease Term.

“*Board*” means the members of the District’s Board of Education, their successors and assigns.

“*Bond*” means that certain \$[PRINCIPAL AMOUNT] Central Nebraska Education Agency, Lease Rental Revenue Bond, Series 2021, dated [CLOSING], 2021.

“*Deed of Trust*” means any deed of trust, security agreement, fixture filing statement and assignment of leases and rents granted by the Agency to the Lender in connection with the Bank Loan.

“*District*” means Hall County School District 0002 (Grand Island Public Schools) in the State of Nebraska, a Class III school district and a political subdivision duly organized and validly existing under the laws of the State.

“*District Representative*” means the Superintendent of Schools or any other person or persons designated to act on behalf of the District for the purposes of performing any act under this Lease by a written certificate furnished to the Agency containing the specimen signature of such person and signed on behalf of the District by any officer of the Board. The identity(ies) of the District Representative(s) may be changed by the District from time to time by furnishing a new certificate to the Agency.

“*Equipment*” means the equipment and other personal property acquired as part of the Project, as such equipment and other personal property is modified pursuant to Section 8.06, 8.07 or 8.08.

“*Event of Default*” means an event described in Section 12.01(a) hereof.

“*Event of Nonappropriation*” means an event described in Section 6.04(b) hereof.

“*Financing Costs*” means administrative costs of structuring the lease of the Project, including, but not limited to, any fees and expenses of the District, any fees and expenses relating to the Bank Loan, any fees and expenses of any financial advisor who provides services in connection with structuring the lease of the Project, legal fees and expenses, costs of immediately available funds, costs of publication, accountants’ fees and recording and filing fees.

“*Financing Documents*” means this Lease, the Bank Loan Agreement, the Bond, the Resolution, the Tax Agreement and the Deed of Trust and any and all other documents and instruments executed by the Agency and delivered to the Lender in connection with the financing transactions contemplated hereby.

“*Fiscal Year*” means the District’s fiscal year, which begins on September 1 of each year and ends on August 31 of such year.

“*Force Majeure*” means any event that is not within the control of the District, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; or breakage or accidents affecting machinery, transmission pipes or canals.

“*Hazardous Substances*” means any dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and/or the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 6901 et seq. and 42 U.S.C. § 9601 et seq.), as amended, or any other Environmental Laws, and also includes urea formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos-containing materials,

nuclear or radioactive fuel or waste, infectious waste, and petroleum, including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, substance, pollutant or contaminant which would subject the Project to any damages, penalties or liabilities under any applicable law, statute, code, ordinance, regulation, requirement or rule.

“*Improvements*” means the Project, site improvements and other real property described in Exhibit B hereto, as such buildings, site improvements and other real property may be modified pursuant to Section 8.06 or 8.08 hereof.

“*Independent*” means as applied to any Person giving a Certificate or Opinion, one who (i) is in fact independent; (ii) does not have any direct financial interest or any material indirect financial interest in the Bond; (iii) is not connected with the Agency as an officer or employee thereof; and (iv) is appointed or approved by the Lender in the exercise of reasonable care.

“*Independent Counsel*” means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the District or the Agency.

“*Interlocal Act*” means Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended.

“*Lease*” means this Lease Agreement and any amendment or supplement hereto.

“*Leased Property*” means, collectively, the Project Site, the Improvements and the Equipment, including any other property that may be defined as part of the Leased Property pursuant to any amendment hereof.

“*Lease Term*” has the meaning provided in Section 4.01 hereof.

“*Lender*” means Five Points Bank, a State banking corporation, its successors and assigns.

“*Net Proceeds*” means (a) the gross proceeds received from any event referred to in Section 8.07(a) hereof or Section 8.08(a) hereof, minus (b) all expenses incurred in the collection of such gross proceeds or award. The trade-in of Equipment pursuant to Section 8.07(a)(ii) hereof shall be deemed to have generated gross proceeds for purposes of this definition in an amount equal to the credit received upon such trade-in.

“*Permitted Encumbrances*” means, as of any particular time, (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 8.02(b) hereof; (b) this Lease; (c) easements, licenses, rights-of-way, rights and privileges, restrictions and exceptions which the District Representative certifies will not adversely affect the value, or interfere with or impair the effective use or operation, of the Leased Property, including easements granted pursuant to Section 8.03 hereof; (d) any financing statements filed with respect to the Agency’s interest in the Leased Property or this Lease; (e) the Deed of Trust; (f) any encumbrance represented by financing statements filed to perfect purchase money security interests in any portion of or all of the Leased Property; (g) any claim filed pursuant to the Act; (h) any applicable zoning requirements; and (i) such easements, licenses, rights-of-way,

rights and privileges, restrictions and exceptions, and such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Leased Property, which do not, with respect to any of them, in the opinion of the Agency, materially impair title to the Leased Property.

“*Project*” means the acquisition of the Project, including the Improvements and Equipment, described in Exhibit B hereto and to be located on the Project Site.

“*Project Costs*” means, with respect to the Project, all costs and expenses to be incurred, and the reimbursement to the District for all costs and expenses heretofore incurred by the District or the Agency (except as otherwise provided below), including, without limitation:

(a) the purchase price, and other costs incurred in connection with the acquisition of the Leased Property or obtaining or confirming the title thereto;

(b) all obligations incurred or assumed for labor, materials and equipment in connection with the Project;

(c) the cost of performance and payment bonds and of insurance of all kinds (including, without limitation, title and liability insurance) that may be necessary or appropriate in connection with the Project;

(d) the costs of engineering, architectural and other professional and technical services, including obligations incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications in connection with the Project;

(e) administrative costs related to the Project incurred, including supervision of the construction, acquisition, renovation and installation as well as the performance of all of the other duties required by or consequent upon the Project, including, without limitation, costs of preparing and securing all Project Documents, architectural, engineering and other professional and technical fees, legal fees and expenses, appraisal fees, independent inspection fees, auditing fees and advertising expenses in connection with the Project;

(f) all costs which shall be required to be paid under the terms of any Project Contract;

(g) all costs which are considered to be a part of the Project Costs in accordance with generally accepted accounting principles;

(h) Financing Costs; and

(i) any and all other costs necessary to effect the Project or to acquire or improve any Leased Property to the extent the same are permitted by the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of the Base Rentals.

“*Project Site*” means the real property described in Exhibit A hereto, including any property added to or substituted for any portion of the Project Site, and less any real property released from this Lease pursuant to Article VIII hereof.

“*Rebate Fund*” means the special fund created by the District’s federal tax certificate.

“*Requirement of Law*” means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common-law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including, but not limited to, any of the foregoing relating to zoning, environmental, health or safety issues.

“*State*” means the State of Nebraska.

“*Termination Date*” has the meaning set forth in Section 4.01(b)(iv) hereof.

“*Termination Fee*” means all amounts which have accrued and become due and payable under this Lease as of the Termination Date, plus an amount equal to Additional Rentals (but excluding amounts which may be attributable to payment of principal or interest on the Bank Loan) which would reasonably be expected to accrue within six months after the Termination Date, plus an amount equal to the present value of the remaining Base Rentals from and after the Termination Date using a discount rate of ____%, less an amount equal to the appraised value of the Project as provided in an appraisal, if such appraisal is (i) dated within the six months prior to such Termination Date and (ii) from an appraiser reasonably acceptable to the Agency and Lender.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties by the Agency. The Agency makes the following representations, covenants and warranties:

(a) The Agency (i) is an interlocal agency and governmental entity duly organized and existing under the laws of the State, including particularly the Interlocal Act, (ii) is duly qualified to do business in the State, and (iii) is authorized, under its interlocal agreement and bylaws, action of its board of directors and applicable law, to own the Project, to lease the Leased Property to the District and to execute, deliver and perform its obligations under this Lease.

(b) The execution, delivery and performance by the Agency of the Financing Documents to which it is a party have been duly authorized by the Agency.

(c) Each of the Financing Documents to which it is a party is enforceable against the Agency in accordance with its respective terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, by equitable principles, whether considered at law or in equity, by the exercise

by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) The execution and delivery of the Lease Documents, the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of the Lease Documents will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any restriction or any agreement or instrument to which the Agency is a party or by which it or any of its property is bound, or the Agency's Interlocal Agreement or Bylaws or any order, rule or regulation applicable to the Agency or any of its property of any court or governmental body, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Agency under the terms of any instrument or agreement to which the Agency is a party.

(e) The Agency is leasing the Project to the District for the purpose of furthering the public purposes of the Act and the Interlocal Act.

(f) There is no litigation or proceeding pending or threatened against the Agency or any other Person affecting the right of the Agency to execute, deliver or perform its obligations under the Financing Documents to which it is a party.

(g) The Agency shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof.

(h) No member of the Agency's board of directors or any other officer of the Agency has any significant or conflicting interest, financial, employment or otherwise, in the District, in the Project or in the transactions contemplated hereby, except as full-time employees of the District or members of the District's Board.

Section 2.02. Representations, Covenants and Warranties by the District. The District makes the following representations, covenants and warranties:

(a) The District is a Class III school district and a political subdivision and validly existing under the laws of the State.

(b) The District is authorized, under the laws of the State, including, but not limited to, the Act, to lease the Leased Property from the Agency and to execute, deliver and perform its obligations under the Lease Documents.

(c) The lease of the Leased Property from the Agency to the District pursuant to this Lease serve a public purpose and are in the best interests of the District.

(d) The execution, delivery and performance by the District of the Lease Documents have been duly authorized by the District.

(e) The execution, delivery and performance of the respective terms of the Lease Documents by the District do not and will not materially conflict with or result in a

material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or any law, or constitute a material default under any of the foregoing or, except as specifically provided in the Lease Documents, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the District.

(f) The acquisition of the Project by the Agency and the leasing of the Project by the Agency to the District will advance the purposes of the Act and the Interlocal Act.

(g) The District will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is, and any Leased Property substituted for the initial Leased Property will be, property that is necessary and essential to the District's purpose and operations; and the District expects that the Leased Property will adequately serve the needs for which it is being leased throughout the Lease Term.

(h) The District presently intends and expects to continue this Lease through the Initial Lease Term and four Subsequent Lease Terms, but this representation does not obligate or otherwise bind the District or contravene the Act.

(i) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(j) The Project is located wholly within the geographic boundaries of the District.

(k) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform its obligations under the Lease Documents.

(l) The District is not aware of any current violation of any Requirement of Law relating to the Leased Property.

(m) The District has appropriated sufficient moneys to pay the Base Rentals payable in the current Fiscal Year and the Additional Rentals estimated to be payable in the current Fiscal Year from current building funds and/or general funds of the District and other funds legally available for such purposes and, upon commencement of the Lease Term, such moneys will be encumbered to pay such Base Rentals and Additional Rentals.

ARTICLE III

GRANTING PROVISIONS; ENJOYMENT OF LEASED PROPERTY

Section 3.01. Acquisition of Project Site. Simultaneously with the delivery of this Lease, the Agency is acquiring the Project and the real estate constituting the Project Site, as set forth in Exhibit A attached hereto.

Section 3.02. Granting of Leasehold Estate. The Agency hereby demises and leases the Leased Property to the District in accordance with the terms of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

Section 3.03. Enjoyment of Leased Property. The Agency covenants that during the Lease Term and so long as no Event of Default shall have occurred, the District shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Agency, except as expressly required or permitted by this Lease.

Notwithstanding any other provision in this Lease, the Agency will have no responsibility to maintain, repair or insure the Project. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of Article VII. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review, the District may refrain from complying therewith if the District furnishes, on request, to the Agency, at the District's expense, indemnity satisfactory to the Agency.

Section 3.04. Financing. The District acknowledges that the Agency has entered into the Bank Loan in connection with the financing of the Project and has granted a first deed of trust on, a security interest in and an assignment of leases and rents of the Leased Property pursuant to the Deed of Trust to secure its obligations under such Bank Loan. The District also acknowledges that from time to time the Agency may desire to refinance such Bank Loan. The District agrees that its interest in the Project and all of its interest hereunder are now and shall at all times be subject and subordinate to the Deed of Trust, whether the same is now existing or hereafter created and without the need for any act or agreement by the District; provided, however that so long as the District continues to perform all of its obligations under this Lease, its tenancy shall remain in full force and effect notwithstanding Lessor's default in connection with any Deed of Trust or any resulting foreclosure or sale of the Leased Property or transfer in lieu of such proceedings.

Section 3.05. Attornment. If any proceedings are brought for the foreclosure of, or following exercise of the power of sale under, the Deed of Trust as described in Section 3.04 above, the District shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Lessor under this Lease.

Section 3.06. Reserved.

ARTICLE IV

LEASE TERM; TERMINATION OF LEASE

Section 4.01. Lease Term.

(a) The term of this Lease (the “Lease Term”) shall commence on [CLOSING], 2021 and end on October 1, 2026 (the “Initial Lease Term”), and shall subsequently renew for 5-year subsequent terms thereafter (each, a “Subsequent Lease Term”) upon the District adopting a budget during the twelve month period immediately preceding the end of the Initial Lease Term or existing Subsequent Lease Term, as applicable, as described in Section 6.04(a) herein wherein amounts are budgeted for payment of rents under this Lease during the subsequent budget year. No further action by the District to renew for a Subsequent Lease Term shall be required, but separate action for such renewals or nonrenewals may be taken by the District.

(b) The Lease Term shall expire upon the earliest of any of the following events:

(i) on September 30 of any year during which an Event of Nonappropriation has occurred;

(ii) the termination of this Lease following an Event of Default in accordance with Section 12.02(a) hereof; or

(iii) an action by the District to not renew for a Subsequent Lease Term not less than 90 days prior to the expiration of the Initial Lease Term or Subsequent Lease Term, as applicable;

Section 4.02. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All unaccrued obligations of the District hereunder shall terminate, but all obligations of the District that accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Nonappropriation or an Event of Default or failure to renew the Lease for a Subsequent Lease Term, the District’s right to possession of the Leased Property hereunder shall terminate and (i) the District shall, within 45 days, (A) vacate the Project Site and the Improvements and (B) deliver the Equipment to the Agency at the location at which it is being used; and (ii) pay the Agency the applicable Termination Fee.

ARTICLE V
THE PROJECT

Section 5.01. Acquisition of the Project. The Agency shall acquire the Project with the proceeds of the Bond.

Section 5.02. Limitation on the Agency's Obligation With Respect to Project. The obligation of the Agency to pay costs with respect to the acquisition, construction, design, installation, equipping and funding of the Project pursuant to Section 5.01 hereof shall be limited to \$[PRINCIPAL AMOUNT].

ARTICLE VI
**BASE RENTALS AND ADDITIONAL RENTALS;
EVENT OF NONAPPROPRIATION**

Section 6.01. Payment of Base Rentals. During the Lease Term the District shall pay to the Agency from current building funds and/or general funds of the District and other funds legally available for such purposes in immediately available funds, the Base Rentals due on each payment date (each, a "**Base Rental Payment Date**") in the amounts and on the dates as provided in Exhibit C attached to this Lease, which may be modified from time to time solely as set forth herein.

Section 6.02. Payment of Additional Rentals. The District shall, subject only to Sections 7.01(b) and 8.02(b) hereof and the other Sections of this Article, pay, from current building funds and/or general funds of the District and other funds legally available for such purposes, Additional Rentals directly to the Persons to which they are owed in immediately available funds in the amounts and on the dates on which they are due.

Section 6.03. Unconditional Obligations. The obligation of the District to pay Base Rentals, Additional Rentals and any Termination Fee is and shall be absolute and unconditional and shall not be abated or offset for any reason related to the Leased Property. Notwithstanding any dispute between the District and the Agency or between the Lender or the Agency and any other Person relating to the Leased Property, the District shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due; the District shall not withhold any Base Rentals or Additional Rentals payable during the Lease Term pending final resolution of such dispute and shall not assert any right of setoff or counterclaim against its obligation to pay Base Rentals or Additional Rentals; provided, however, that the making of any Base Rental or Additional Rental payment shall not constitute a waiver by the District of any rights, claims or defenses which the District may assert, and no action or inaction on the part of the Agency shall affect the District's obligation to pay Base Rentals or Additional Rentals during the Lease Term.

Section 6.04. Event of Nonappropriation.

(a) The officer of the District who is responsible for formulating budget proposals with respect to payments of Base Rentals and Additional Rentals is hereby directed (i) to estimate the Additional Rentals payable during the next ensuing budget

year prior to the submission of each annual budget proposal to the Board during the Lease Term and (ii) to include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rentals scheduled to be paid and the Additional Rentals estimated to be payable during the next ensuing budget year; it being the intention of the District that any decision to continue or to terminate this Lease at the end of the Initial Term or any Subsequent Term shall be made solely by the Board, in its sole discretion, and not by any other department, agency or official of the District, and the budgeting of funds for payment of Base Rentals and Additional Rentals at the end of the Initial Lease Term or any Subsequent Lease Term shall extend the Lease Term for a Subsequent Lease Term.

(b) An Event of Nonappropriation shall be deemed to have occurred:

(i) On or before September 30 of any Fiscal Year if the District has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rentals scheduled to be paid and all Additional Rentals estimated to be payable in such Fiscal Year; or

(ii) If:

(A) an event described in Section 8.08(a) hereof has occurred,

(B) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Leased Property in accordance with Section 8.08 hereof and

(C) the District has not appropriated amounts sufficient to proceed under clause (i) of Section 8.08(c) hereof by September 30 of the Fiscal Year in which such event occurred or by September 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent, on September 30 of the Fiscal Year in which such event occurred or on September 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

(c) Notwithstanding subsection (b) of this Section, the Agency shall waive any such failure to appropriate under subsection (b) of this Section which is cured by the District within a reasonable period of time.

(d) The District shall furnish the Agency with copies of all appropriation measures relating to Base Rentals or Additional Rentals promptly upon the adoption thereof by the Board, but not later than 30 days following the adoption thereof by the Board; provided, however, that a failure to furnish copies of such measures shall not (i) constitute an Event of Default, (ii) prevent the District from terminating this Lease or (iii) result in any liability on the part of the District.

(e) Upon the occurrence of an Event of Nonappropriation, the District shall give notice within 10 days of such occurrence to the Agency.

Section 6.05. Limitations on Obligations of the District.

(a) Payment of Base Rentals and Additional Rentals by the District shall constitute currently appropriated expenditures of the District and may be paid solely from current building funds and/or general funds of the District and other funds legally available for such purposes.

(b) The District shall have no option hereunder to purchase the Leased Property.

(c) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of moneys of the District, nor shall any provision of this Lease restrict the future issuance of any obligations of the District, payable from any class or source of money of the District.

ARTICLE VII

OPERATION AND MAINTENANCE OF LEASED PROPERTY

Section 7.01. Taxes, Utilities and Insurance.

(a) The District shall pay, as Additional Rentals, all of the following expenses with respect to the Leased Property:

(i) all taxes, assessments and other charges lawfully made by any governmental body, provided that any such taxes, assessments or other charges that may lawfully be paid in installments may be paid in installments as such installments are due;

(ii) all gas, water, steam, electricity, heat, power and other utility charges incurred in connection with the Leased Property;

(iii) casualty and property damage insurance with respect to the Leased Property in an amount equal to the lesser of: (A) the unpaid amount of all Base Rentals or (B) the full replacement value of the Improvements and the Equipment; and

(iv) public liability insurance with respect to the activities to be undertaken by the District in connection with the Leased Property, the Project and this Lease: (A) to the extent such activities result in injuries for which immunity is available under State law, in an amount not less than the amounts for which the District may be liable to third parties thereunder and (B) for all other activities, in an amount not less than \$1,000,000 per person per occurrence and \$1,000,000 per occurrence.

(b) Except for Permitted Encumbrances, the District shall not allow any liens for taxes, assessments, other governmental charges or utility charges to exist with respect to any portion of the Leased Property. If the District shall first notify the Agency of the

intention of the District to do so, the District may, however, in good faith contest any such tax, assessment, other governmental charge or utility charge and, upon any such contest, may permit the tax, assessment, other governmental charge or utility charge so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Agency shall notify the District that, in the opinion of Independent Counsel, whose fees and expenses shall be paid by the District from Additional Rentals appropriated for the Fiscal Year in which such fees and expenses are due, by nonpayment of any such item, the interest of the Agency in the Leased Property will be materially interfered with or endangered or the Leased Property or any portion thereof will be subject to loss or forfeiture, in which event such tax, assessment, other governmental charge or utility charge shall be paid forthwith; provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, other governmental charge or utility charge. At the request of the District, the Agency will cooperate fully with the District in any such contest.

(c) The insurance policies provided pursuant to subsection (a) of this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount deemed reasonable by the District; (ii) each insurance policy shall be provided by a commercial insurer rated "A" or better; (iii) if such insurance policy is provided by a commercial insurer, each insurance policy shall be so written or endorsed as to make losses, if any, payable to the District and the Agency, as their respective interests may appear; (iv) each insurance policy issued by commercial insurer shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the District or the Agency without first giving written notice thereof to the District and the Agency at least 30 days in advance of such cancellation or modification; (v) a certificate evidencing each such policy shall be deposited with the Agency by July 31 of each year, commencing July 31, 2021; (vi) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Leased Property shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the District; and (vii) each insurance policy shall explicitly waive any co-insurance penalty.

The Agency shall have no responsibility for the monitoring, renewing or receiving of the insurance or documents pertaining thereto except as provided herein. The District shall provide the Agency annually, on or before July 31 of each year, commencing July 31, 2021, with a certification from an insurance consultant or independent insurance broker/agent that the insurance complies with the requirements of this Lease and other documents and current certificates of insurance with required endorsement.

(d) The District may, in its discretion, provide any of the insurance required by subsection (a) of this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks.

(e) The District may, in its discretion, provide all or any portion of the insurance required by subsection (a) of this Section by self-insurance, provided that the following conditions are met: (i) the self-insurance program is approved by an

independent insurance consultant referred to in subsection (f) of this Section; and (ii) the self-insurance program is maintained on an actuarially sound basis.

(f) The District shall cause an insurance consultant, which may be the person providing the insurance, to annually review the coverage of the policies of insurance or self-insurance maintained pursuant to this Section and to make recommendations thereon, and shall comply with such recommendations.

Section 7.02. Maintenance and Operation of Leased Property. The District shall maintain, preserve and keep the Leased Property, or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, subject to normal wear and tear, shall operate the Leased Property, or cause the Leased Property to be operated, in an efficient manner and at a reasonable cost, and shall make or cause to be made all necessary and proper repairs, except as otherwise provided in Sections 8.06, 8.07 and 8.08 hereof.

ARTICLE VIII

OWNERSHIP, ENCUMBRANCES, MODIFICATIONS OR ADDITIONS TO LEASED PROPERTY; DAMAGE OR CONDEMNATION OF LEASED PROPERTY

Section 8.01. Title to Leased Property. The Leased Property shall be held in the name of the Agency. The District shall have no right, title or interest in the Leased Property except as expressly set forth herein.

Section 8.02. Limitations on Disposition of and Encumbrances on Leased Property.

(a) Except as otherwise permitted in this Article or Article IX or XII hereof and except for Permitted Encumbrances, (i) the District shall not sell, assign, transfer or convey any portion of or any interest in the Leased Property or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, and (ii) the District shall promptly take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(b) Notwithstanding subsection (a) of this Section, if the District shall first notify the Agency of the intention of the District to do so, the District may in good faith contest any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property and, upon any such contest, may permit the item so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the District that, in the opinion of Independent Counsel, whose fees shall be paid by the District as Additional Rentals, by failing to discharge or satisfy such item, the interest of the Agency in the Leased Property will be materially interfered with or endangered, or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event such item shall be satisfied and discharged forthwith; provided, however, that such satisfaction and discharge shall not constitute a

waiver by the District of the right to continue to contest such item. At the request of the District, the Agency will cooperate fully with the District in any such contest.

Section 8.03. Granting of Easements. As long as no Event of Nonappropriation or Event of Default shall have happened and be continuing, the Agency shall, at the request of the District:

(a) consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease and any security interest or other encumbrance created hereunder or under the Deed of Trust;

(b) consent to the release of existing easements, licenses, rights-of-way and other rights and privileges with respect to the Project Site and the Improvements, free from this Lease and the Deed of Trust and any security interest or other encumbrance created hereunder or thereunder, with or without consideration; and

(c) execute and deliver any instrument necessary or appropriate to confirm and grant or release any easement, license, right-of-way or other grant or privilege under subsection (a) or (b) of this Section, upon receipt of: (i) a copy of the instrument of grant or release; and (ii) a written application signed by the District Representative requesting such instrument and stating that such grant or release will not materially adversely affect the value, or interfere with the effective use or operation, of the Leased Property.

Section 8.04. Subleasing by the District. The District may, subject to Section 10.04 hereof, (a) permit groups or individuals to use all or any portion of the Leased Property pursuant to the District's policies for community use of District facilities and (b) sublease or grant the right to use or otherwise permit other Persons to use all or any portion of the Leased Property for other purposes, provided that the following conditions are satisfied for any sublease, grant or use pursuant to clause (b):

(i) this Lease, and the obligations of the District hereunder, shall remain obligations of the District, and the District shall maintain its direct relationship with the Agency, notwithstanding any such sublease, grant or use;

(ii) if the sublease, grant or use is either (A) with respect to all the Leased Property or (B) makes it impossible or impractical for the District to use any substantial portion of the Leased Property for governmental purposes for any substantial period of time, the Agency will consent to such sublease, grant or use, which consent shall not be unreasonably withheld.

Section 8.05. Reserved.

Section 8.06. Modification of Leased Property. The District, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that: (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such

remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease; and (d) with respect to substitutions, the District has provided the following to the Agency: (i) a certificate of useful life demonstrating that the useful life of the substituted property meets or exceeds the remaining term of the Lease Term; (ii) a certification that the essentiality of the substituted property is comparable to that of the released property; (iii) an opinion from Bond Counsel to the effect that such substitution will not cause the District to violate its covenant set forth in Section 10.04 hereof; and (iv) a certification from the District that there are no prior liens on the substituted property other than liens that would constitute Permitted Encumbrances thereon.

Section 8.07. Replacement and Substitution of Equipment.

(a) The District shall have no obligation to renew, repair or replace any inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary Equipment. In any instance where the District determines that any Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the District may (acting for the Agency) sell, trade in, exchange or otherwise dispose of such Equipment (as a whole or in part) without any responsibility or accountability to the Agency therefor; provided, however, that if any Equipment has an original purchase price of at least \$25,000 individually, or at least \$1,000,000 collectively (counting only those items of Equipment with individual purchase prices of \$10,000 or more), the District shall comply with one of the following two conditions with the sale, trade-in, exchange or other disposition of such Equipment:

(i) the District shall substitute (by direct payment of the costs thereof or by designating equipment or personal property not theretofore included as part of the Leased Property) other equipment or personal property having (A) equal or greater value and utility (but not necessarily having the same function) in the operation of the Leased Property and (B) a useful life of not less than the remaining useful life of the item of Equipment for which it is substituted; or

(ii) the District shall not make any such substitution, provided that (A) if the item of Equipment is sold to anyone other than the District, the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date, (B) if the item of Equipment is traded in for other equipment or personal property that is not to be included in the Leased Property, the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date and (C) if the item of Equipment is sold or disposed of to the District, then the District shall pay to the Agency as a prepayment of the Base Rentals due on the next Base Rental Payment Date an amount equal to the original purchase price thereof less depreciation at rates calculated in accordance with generally accepted accounting principles.

(b) The District shall promptly report in writing to the Agency each substitution, sale, trade-in, exchange or other disposition that must meet one of the

conditions set forth in clause (i) or (ii) of subsection (a) of this Section and will pay amounts due to the Agency thereunder promptly following any sale or disposition pursuant to clause (ii) of subsection (a) of this Section. All equipment or personal property substituted for Equipment pursuant to this Section shall be free of all liens and encumbrances that are not Permitted Encumbrances and shall become a part of the Equipment, and the District shall execute and deliver to the Agency a bill of sale transferring title to the substituted equipment or personal property to the Agency.

(c) The District will not remove, or permit the removal of, any of the Equipment except in accordance with this Section, Section 8.06 or 8.08 or Article IX hereof. The Agency shall cooperate with the District in implementing the District's rights to dispose of Equipment pursuant to this Section and will execute any and all conveyances, releases or other documents necessary or appropriate in connection therewith.

(d) The disposal of any portion of the Equipment pursuant to this Section shall not entitle the District to any postponement, abatement or diminution of the Base Rentals or Additional Rentals required to be paid hereunder.

Section 8.08. Damage to, Condemnation of, Material Defect in or Loss of Title to Leased Property. [this section to be adjusted as appropriate to take into account the condominium regime under which the Project is held by the Agency]

(a) If (i) the Leased Property (or any portion thereof) is destroyed or damaged by fire or other casualty, (ii) title to, or the temporary or permanent use of, the Leased Property (or any portion thereof) or the estate of the District or the Agency in the Leased Property (or any portion thereof) is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) a breach of warranty or any material defect with respect to the Leased Property (or any portion thereof) becomes apparent or (iv) title to or the use of the Leased Property (or any portion thereof) is lost by reason of a defect in the title thereto, then the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Leased Property or the Project shall be deposited into a special trust fund held by the Agency.

(b) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Leased Property (or portion thereof) and any excess shall be delivered to the District.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Leased Property following an event described in subsection (a) of this Section are more than the amount of Net Proceeds available, then:

(i) The District shall use the Net Proceeds promptly to repair, restore, modify or improve or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the value of the Leased Property (or applicable portion thereof), and pay to the Agency the costs thereof in excess of the amount of the Net Proceeds as a prepayment of the Base Rentals due on the next Base Rental Payment Date.

(ii) If, by September 30 of the Fiscal Year in which the event described in subsection (a) of this Section occurred (or September 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Leased Property becomes apparent), the District has not appropriated amounts sufficient to proceed under clause (i) of this subsection (c), an Event of Nonappropriation shall be deemed to have occurred.

(d) The District shall not voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to default or breach of warranty under any contract relating to the Leased Property or the Project without the written consent of the Agency.

(e) No event described in subsection (a) of this Section shall affect the obligation of the District to pay Base Rentals or Additional Rentals hereunder, regardless of whether the Leased Property is repaired, modified, improved or replaced in full or in part, and further, subject, however, to Article VI hereof.

Section 8.09. Condemnation by the District. The District agrees that, to the extent permitted by law, if it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the appraised value of the condemned portion of the Leased Property shall be not less than the amount necessary to pay the Lease in full at the time of such condemnation.

Section 8.10. Personal Property of the District. The District, at its own expense, may install equipment and other personal property in or on the Leased Property, which equipment or other personal property shall not become part of the Leased Property unless it is permanently affixed to the Leased Property or removal of it would materially damage the Leased Property, in which case it will become part of the Leased Property.

ARTICLE IX

NO OPTION TO PURCHASE THE LEASED PROPERTY

Section 9.01. No Purchase Option. The District shall have no rights hereunder to purchase the Leased Property.

ARTICLE X

GENERAL COVENANTS

Section 10.01. Further Assurances and Corrective Instruments. So long as this Lease is in full force and effect and no Event of Nonappropriation or Event of Default has occurred, the Agency and the District shall have full power to carry out the acts and agreements provided herein, and the Agency and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property leased or intended to be leased hereunder or for otherwise carrying out the intention of or facilitating the performance of this Lease.

Section 10.02. Compliance With Requirements of Law. On and after the date hereof, the Agency and the District shall comply with all Requirements of Law in performing their respective obligations with respect to the Leased Property hereunder. Without limiting the generality of the preceding sentence, the District, in particular, shall use the Leased Property in a manner such that (a) the Leased Property at all times is operated in compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the District's use of the Leased Property are obtained, maintained in full force and effect and complied with; (c) there shall be no Hazardous Substance located on, in or under the Leased Property or the Project in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Leased Property or the Project in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into or out of the Leased Property or the Project, including, but not limited to, the movement of any such items through or in the air, soil, surface water, groundwater from, into or out of the Leased Property or the Project or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property or the Project in violation of any Requirements of Law.

Section 10.03. Participation in Legal Actions.

(a) At the request of and at the cost of the District (payable as an Additional Rental hereunder), the Agency shall join and cooperate fully in any legal action in which the District asserts its right to the enjoyment of the Leased Property that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Leased Property or the District's enjoyment of the Leased Property for which the District is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the District's execution, delivery and performance of its obligations hereunder.

(b) At the request of the Agency and upon a determination by the District that such action is in the best interests of the District, the District shall, at the cost of the District (payable as an Additional Rental hereunder), join and cooperate fully in any legal action in which the Agency asserts its ownership of or interest in the Leased Property that

involves the imposition of any charges, costs or other obligations on or with respect to the Leased Property for which the Agency is responsible hereunder, or that involves the imposition of any charges, costs or other obligations with respect to the execution and delivery of this Lease by the Agency or the performance of its obligations hereunder.

Section 10.04. [RESERVED]

Section 10.05. Payment of Fees and Expenses of the Agency. The District shall pay as Additional Rentals the reasonable fees and expenses of the Agency (subject to any agreement with the Agency limiting the amount of such fees and expenses) in connection with the Leased Property, the Project, this Lease, the Bank Loan Agreement or any matter related thereto, including, but not limited to, costs of defending any claim or action brought against the Agency or its directors or officers relating to the foregoing, excepting, however, any liability for any action constituting willful or wanton misconduct of the Agency or its directors or officers.

Section 10.06. Rebate Payments. The District shall pay all amounts required to be paid pursuant to Section 10.04 hereof as Additional Rentals.

Section 10.07. District Financial Information. Throughout the Lease Term, the District shall provide the Agency reasonable access to:

- (a) the District's annual financial statements, as audited by an Independent certified professional accountant, within 180 days after the end of each Fiscal Year, commencing with the Fiscal Year ending August 31, 2021, or at such time as such audited financial statements are available;
- (b) the District's annual budget, as approved by the District's Board, by October 15 of each Fiscal Year, commencing with the Fiscal Year beginning on September 1, 2021; and
- (c) the books of records and accounts relating to the Project and such other information as the Agency may reasonably request.

ARTICLE XI

LIMITS ON OBLIGATIONS OF THE AGENCY

Section 11.01. Disclaimer of Warranties. THE AGENCY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. In no event shall the Agency be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

Section 11.02. Financial Obligations of the Agency Limited. All financial obligations of the Agency under this Lease, except those resulting from its negligence or willful misconduct, are expressly limited to the terms hereof.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined.

(a) Any of the following shall constitute an “Event of Default” under this Lease:

(i) failure by the District to pay any specifically appropriated Base Rentals to the Agency on or before the applicable Base Rental Payment Date;

(ii) failure by the District to pay any Additional Rental for which funds have been specifically appropriated when due, or if such Additional Rental is payable to a Person other than the Agency, when nonpayment thereof has, or may have, a material adverse effect upon the Leased Property or the interest of the Agency in the Leased Property;

(iii) failure by the District to vacate the Project Site and the Improvements and to surrender the Equipment included in the Leased Property within 90 days following an Event of Nonappropriation in accordance with Section 4.02(b) hereof;

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the District in all or any portion of this Lease or the Leased Property in violation of Section 13.02(a) hereof or any succession to all or any portion of the interest of the District in the Leased Property in violation of Section 13.02(b) hereof;

(v) failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i), (ii), (iii) or (iv) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Agency, or the Agency agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Agency shall withhold its consent to an extension of such time if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected;

(vi) an event of default shall exist under any other lease or agreement between the District and the Agency; or

(vii) an event of default shall exist under the Bank Loan Agreement.

(b) The provisions of subsection (a) of this Section are subject to the following limitations:

(i) the District shall be obligated to pay Base Rentals and Additional Rentals only during the Lease Term, except as otherwise expressly provided in Section 4.02(b)(ii) hereof; and

(ii) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rentals or Additional Rentals hereunder, the District shall not be deemed in default during the continuance of such inability; provided, however, that the District shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the District from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District.

Section 12.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Agency may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to the District to immediately vacate the Project Site and the Improvements and to surrender the Equipment, in the manner provided in Section 4.02(b) hereof;

(b) exercise all the rights and remedies of a secured party under the Uniform Commercial Code with respect to the Equipment and otherwise repossess, liquidate or otherwise dispose of the Equipment in any lawful manner; provided, however, that the Agency may not recover from the District any deficiency which may exist following the liquidation of the Equipment;

(c) take possession of the Leased Property, and sell the Agency's interest in the Project or lease the Project or sublease the Project continuing to hold the District liable for the difference between (i) the Base Rentals payable by the District hereunder for the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Agency in exercising its remedies under this Lease, including, without limitation, all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses);

(d) recover from the District:

(i) the portion of Base Rentals and Additional Rentals payable pursuant to Section 4.02(b)(ii) hereof;

(ii) the portion of Base Rentals for the then current Fiscal Year that have been specifically appropriated by the Board, regardless of when the District vacates the Project Site and Improvements and delivers the Equipment to the Agency; and

(iii) the portion of the Additional Rentals for the then current Fiscal Year that have been specifically appropriated by the Board, but only to the extent such Additional Rentals are payable prior to the date, or are attributable to the use of the Leased Property prior to the date, the District vacates the Leased Property and Improvements, if any, and delivers the Equipment to the Agency;

(e) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, encumbrance, conveyance, transfer or succession under Article XIII hereof by specific performance, writ of mandamus or other injunctive relief; and

(f) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, subject, however, to the limitations on the obligations of the District set forth in Sections 6.05 and 12.03 hereof and the limitations on the obligations of the Agency set forth in Article X hereof.

Section 12.03. Limitations on Remedies. A judgment requiring a payment of money may be entered against the District by reason of an Event of Default only as to the District's liabilities described in Section 12.02(d) hereof. A judgment requiring a payment of money may be entered against the District by reason of an Event of Nonappropriation, or a failure to vacate the Project Site and the Improvements and deliver the Equipment to the Agency following an Event of Nonappropriation, only to the extent provided in Section 12.02(d)(i) hereof.

Section 12.04. No Remedy Exclusive. Subject to Section 12.03 hereof, no remedy herein conferred upon or reserved to the Agency is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 12.05. Waivers.

(a) The Agency may waive any Event of Default under this Lease and its consequences. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) If the Agency waives any Event of Default described in Section 12.01(a)(i) hereof, any subsequent payment by the District of Base Rentals then due and owing shall be paid to the Agency to be applied in accordance with the terms hereof.

ARTICLE XIII

TRANSFERS OF INTERESTS IN LEASE OR LEASED PROPERTY

Section 13.01. Assignment by the Agency. The Agency shall not, except as provided in this Section or as otherwise provided elsewhere in this Lease, assign, convey or otherwise transfer to any Person any of the Agency's interest in the Leased Property or the Agency's rights, title or interest in, to or under this Lease.

The Agency shall, pursuant to the Bank Loan, assign its interest in this Lease and pledge any rents, revenues and receipts receivable by it under this Lease, including the Base Rentals, to the Lender as security for payment of the principal of and interest on such Bank Loan, and the District hereby consents to such pledge and assignment. This assignment and pledge is intended to be an absolute assignment from the Agency to the lender of such Bank Loan and not merely the passing of a security interest.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Agency and the District and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII hereof. This Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Leased Property and the leasehold estate in the Leased Property under this Lease.

Section 14.02. The Agency and the District Representatives. Whenever under the provisions hereof the approval of the Agency or the District is required, or the District or the Agency is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Agency by the Agency Representative and for the District by the District Representative, and the District and the Agency shall be authorized to act on any such approval or request.

Section 14.03. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows:

if to the District: Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802
Attention: Superintendent

if to the Agency: Central Nebraska Education Agency
c/o Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802
Attention: Chair, CNEA

The District and the Agency may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.04. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the District or the Agency, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the District or the Agency, as the case may be, and not of any member, director, officer, employee, servant or other agent of the District or the Agency in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the District or the Agency or any natural person executing this Lease or any related document or instrument.

Section 14.05. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered other than by the execution of a subsequent document in the same manner as this Lease is executed and with the consent of the Lender.

Section 14.06. Events Occurring on Days That Are Not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.07. Severability. If any provision of this Lease, other than the obligation of the District to pay Base Rentals or Additional Rentals hereunder and the obligation of the Agency to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the District pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.08. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.09. Applicable Law. The laws of the State shall be applied in the interpretation, execution and enforcement of this Lease.

Section 14.10. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Agency and the District have executed this Lease as of the date first above written.

CENTRAL NEBRASKA EDUCATION
AGENCY, as Lessor

By _____
Name _____
Title _____

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this _____ day of _____, 2021, before me, the undersigned, personally appeared _____, known to me to be the Chair of Central Nebraska Education Agency, the Nebraska interlocal agency that executed the within instrument, and who acknowledged to me that such interlocal agency executed the same.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS) IN
THE STATE OF NEBRASKA

By _____
Name _____
President, Board of Education

By _____
Name _____
Secretary, Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this _____ day of _____, 2021, before me, the undersigned, personally appeared _____ and _____, known to me to be the President and the Secretary, respectively, of the Board of Education of Hall County School District 0002 (Grand Island Public Schools) in the State of Nebraska, the District that executed the within instrument, and who acknowledged to me that such District executed the same.

Notary Public
My commission expires: _____

[Signature Page to Lease Agreement]

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

Unit Two (2), Northwest Commons Business Condominiums, in the City of Grand Island, Hall County, Nebraska, as shown in the Declaration of Northwest Commons Business Condominiums filed of record on June 30, 2020 as Instrument No. 202004464 in the Office of the Register of Deeds of Hall County, Nebraska.

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of the acquisition of a new early childhood education center, including _____

EXHIBIT C

BASE RENTAL PAYMENT SCHEDULE



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:	Enter into a lease with the Central Nebraska Education Agency (CNEA) for the purpose leasing the facility located at 2208 South Webb Road, Unit #2 (Legal Description of the Property: Northwest Commons Business Condo Association Unit 2) for use as an early childhood education facility.
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Submitted By:	Dr. Ken Schroeder
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Date:7/ 08/202 1

1. What is the identified need?

The district is in need of a facility to operate a successful early childhood education program.

2. Administrative Rationale for BOE Agenda Item

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

3. Proposed Action

Enter into a lease with the Central Nebraska Education Agency for the purpose of leasing a safe, comfortable, and welcoming environment for early childhood student and staff.

4. Data/Research Assessed

Master Building Plan
Strategic Plan
Town Hall Meeting Input

5. Equity Analysis

The leased space will provide early childhood education services to all students at GIPS in an inclusive and equitable learning environment.

5. Stakeholder Group(s) Involved

General Public

6. Summary

Approval of this recommendation will help provide a safe, comfortable, and welcoming learning environment for Grand Island Public Schools Students and Staff.

7. Fiscal Impact

Amount:	\$540,000 annual lease cost (est.) \$45,000 per month lease payment (est.)
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Source:	Grand Island Public Schools Cooperative Fund
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Details:	Lease payments for the facility will be expensed on an annual basis from the Grand Island Public Schools Cooperative Fund to the Central Nebraska Education Agency.
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8. Person(s) Responsible for Implementation

Dr. Ken Schroeder

9. Implementation Plan

Monitor/ Evaluate

Actions:	Pass the resolution authorizing Grand Island Public Schools to enter into a lease agreement with the Central Nebraska Education Agency.
Timeline:	July 2021

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: Purchase 3 year building licenses of DreamBox math for all Title I elementaries

Submitted By: Kate Crowe, Dr. Palmer, Dr. Tomjack, Dr. Buhrman

Date: 6/15/2021

1. What is the identified need?

Based on recent MAP math data, there is an identified need for additional math supports in GIPS Title I elementary buildings. Achievement percentiles in some buildings and grade levels decreased substantially from the fall to spring MAP assessment. According to NWEA, COVID has more dramatically impacted math than other content areas and will require additional attention in order to fill gaps that were created or widened due to COVID 19.

2. Administrative Rationale for BOE Agenda Item - how does it align to strategic plan/Equity priorities?

This proposal directly aligns to the following:

- 1) The Design pillar of the strategic plan, which states that “We have data and information about students, schools, and our district. Using it to make decisions about resources and support for students, teachers, and schools will significantly accelerate our pace of improvement and make sure that we are approaching our work with a sense of purpose and fairness”.
- 2) GIPS Student Success Measure 2 of the strategic plan, which states that there will be an “Increased percentage of students meeting or exceeding proficiency every year across all assessed grades and subjects on the NeSA centralized state testing process.”
- 3) Equity value statement - Intentional Distribution of Resources - “GIPS is committed to the equitable use of funds, staff, and other resources. Based on student needs and district priorities, the allocation of resources will be monitored and adjusted at the classroom, school, and district level.”

3. Proposed Action

Purchase 3 year building licenses of DreamBox math for Title I buildings, to be utilized as a supplemental resource during math WIN or Flex time. The L4L team will create guidance on the intentional use and monitoring of student progress with this program.

4. Data/Research Assessed

The following is the available research that supports the purchase of DreamBox to help address the identified need:

- DreamBox Learning is the only comprehensive K-8 math program rated as “Strong” in grades K-1 by Evidence for ESSA as a tool for supplemental web-based instruction (there are currently no qualifying studies on DreamBox for grades 2-8).
- A study of the short-term (4 month) use of DreamBox concluded that when used at the rate of approximately 80 minutes per week, there was a statistically significant effect on MAP scores in the areas of overall mathematics as well as measurement and geometry, and positive effects in the other subtests of problem solving, number sense, computation, statistics, and probability.
- A CEPR Harvard University study indicates that students who spent more time on DreamBox saw larger gains in achievement (as measured by the MAP assessment), and classified evidence for the impact of DreamBox as “encouraging but mixed” as there are so many factors to control for when considering gains in student achievement. The study found a 2 percentile point gain on the MAP over students who did not use the DreamBox software.

5. Stakeholder Group(s) Involved

L4L team, Title I principals, students, K-5 Title I teachers

6. Summary

Purchasing DreamBox will provide students in Title I buildings additional support to close gaps in their mathematical understanding that were created or widened during COVID. This program can support all students in their learning as it is adaptive and constantly collects data points to adjust the interactions that students are having with the content. It is aligned to Origo and connected to Nebraska math standards. The L4L team will provide guidance to buildings/teachers on the intentional use and monitoring of this program.

7. Fiscal Impact

Amount: \$195,430

Source: Title I

Details:

8. Person(s) Responsible for Implementation

Danielle Burhman, L4L team, building principals

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:

- Schedule building level trainings with DreamBox for staff to learn or revisit the basics of the program
- Create guidance on the use of the program for math WIN time (L4L)
- Monthly review of usage data by Dr. Buhrman/L4L team
- January - review data, explore how DreamBox usage and growth measures correlate to MAP results (Kate Crowe)
- June - review data, explore how DreamBox predictors of proficiency correlate to NSCAS Growth (Kate Crowe)

Timeline: -Implement during 2021-22 school year

▲ **Follow-Up**

F/U with: ___ Cabinet ___ Board X Board Committee: February L4L_____

Actions: Data will be reviewed with L4L committee after winter MAP assessment closes

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

GRAND ISLAND PUBLIC SCHOOLS SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT

THIS CONTRACT is made by and between the Board of Education of Hall County School District 2, a/k/a Grand Island Public Schools (hereafter “Board”), and Dr. Tawana Grover (hereafter “Superintendent”).

NOW, THEREFORE, in accordance with action taken by the Board as recorded in the minutes of the meeting held on July 8, 2021, the Board hereby agrees to employ the Superintendent and the Superintendent accepts such employment subject to the following terms and conditions:

1. **Term.** This Contract is for a term of three years, beginning on the 1st day of July, 2021 (“commencement date”) and ending on the 30th day of June, 2024 (“termination date”). During the term of this Contract each July 1st to June 30th is deemed one “Contract year”.

2. **Salary.** The Superintendent’s annual salary for the July 1, 2021 to June 30, 2022 Contract year shall be Two Hundred Eighty-Five Thousand and Five Hundred Eighty-Seven Dollars and 61/100 Cents, (\$285,587.61). The annual salary shall be paid in equal installments in accordance with the Board’s policy governing payment of administrative staff employees. The annual salary for the second and third Contract years will be set by the Board.

The Board and the Superintendent may by mutual agreement adjust the Superintendent’s salary during the term of this Contract. Any adjustment in the salary made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract; provided, however, that: a) at no time during this Contract shall the Superintendent be paid at an annual salary rate, below the annual salary specified in the previous paragraph; b) in making any such salary adjustment it shall not be considered that the Board has extended or entered into a new contract; c) the termination date of this Contract shall not be extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three years.

This Contract shall conform to the regulations governing deductions with reference to tax withholdings, Social Security, Medicare, and the School Employees Retirement Act, as those regulations apply to the salary and benefits stated herein. Other deductions may be withheld as agreed to by the parties to this Contract.

3. **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the Board, and (2) the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

Sick Leave - The Superintendent shall be allowed ten working days of sick leave each Contract year. Unused sick leave may be carried over from one Contract year to the next succeeding Contract year for a maximum of ninety sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for a succeeding Contract year or years until the accumulated number of days is less than ninety, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of ninety days.

Family Illness - Up to ten days for each Contract year may be used from sick leave for family illness. Eligible family members include spouse, child, parent, brother, sister, grandparent (in-laws of the same) or other person living in the Superintendent's home as a family member.

Bereavement Leave - Three days per occurrence for each Contract year are allowed for the death of an immediate family member. Immediate family members include spouse, child, parent, brother, sister, grandparent (in-laws of the same) or other person living in the Superintendent's home as a family member.

Holidays - The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day.

Vacation - The Superintendent shall be allowed ten days of vacation leave during each Contract year. Unused vacation days may be carried over from one Contract year to the next succeeding Contract year, for a maximum of forty days of vacation. Compensation for up to five unused vacation days annually (only after max days have been accrued) to be added to 403(B) Qualified Retirement Plan. Vacation shall not be

taken at times that would interfere with the Superintendent's attendance at regularly scheduled board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year. Earned, but unused vacation, will be paid at the time of separation at the effective daily rate of pay at the time each vacation day first became available.

Professional & Consulting Leave – the Superintendent shall be entitled to an additional five days of paid leave for professional and consulting activities.

There is no carry-over or accumulation of family illness leave, bereavement leave, holiday leave or professional & consulting leave from one Contract year to the next. Unused sick leave, family illness leave, bereavement leave, unused holidays or professional & consulting leave shall not be included in the wages due and payable at the time of the termination of employment.

B. Health and Dental Insurance. The Board shall provide the Superintendent with, and pay the premiums on, an individual health and dental insurance policy through the group health insurance sponsored by the school district, consistent with the health and dental insurance options offered to certificated staff. The Superintendent may at her own expense select additional spouse, family or children insurance options through the school district's insurance plan.

C. Employer Retirement Contribution. The Board shall provide the Superintendent with a contribution to the Superintendent's 403(B) Qualified Retirement Plan with an annual contribution of Ten Thousand Dollars (\$10,000) plus an amount up to five days of unused vacation days (as outlined in 3A Vacation above) at the daily compensation rate for the Superintendent.

4. **Dues.** The Superintendent shall attend appropriate professional meetings at the local, state and national levels at the expense of the Board and shall be reimbursed for ordinary and necessary expenses incurred relative to employment and consistent with Board policies, regulations, and guidelines. Before attending professional meetings at the national level, the Superintendent shall request the Board's approval. In addition, the Board shall pay the Superintendent's annual dues to professional organizations including, but not limited to, the American Association of School Administrators, Nebraska Council of School Administrators annually.

5. **Duties.** The Superintendent shall perform the duties assigned by the Board. In performing the assigned duties, the Superintendent shall be governed by all policies, regulations and directions of the Board. The Superintendent shall in all respects diligently and faithfully perform the assigned duties as the Superintendent to the best of her professional ability. Dependable attendance at meetings of the Board and other assigned duties is an essential function of the Superintendent's position.

The areas of general administration, instruction, human resources, communications, government relations, and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff. The Superintendent shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district and in general perform all duties incident to her office as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time. In performing the foregoing duties, the Superintendent shall be subject to the laws of the State of Nebraska, the laws of the United States of America, and the policies, regulations and directives of the Board.

The Board, individually and collectively, shall promptly refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action. The Superintendent shall investigate such matters, or cause such matters to be investigated, and when requested or as is otherwise necessary, shall inform the Board of the results of such investigations. Requests by Board members for substantive information shall be made to the Superintendent and not to individual members of the school district's staff.

As required by Board policy, the Superintendent shall evaluate all Assistant and/or Associate Superintendents and report on the same to the Board.

The Superintendent shall be accessible to the Board and the leadership team by cellular phone, text messaging or electronic mail to respond to emergencies or time-sensitive issues that may arise during weekends, holidays, or before and after the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, that could not otherwise be handled during regular office hours.

6. **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the school district, or which substantially inhibits her ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Superintendent in the State of Nebraska; (2) conviction of a felony or misdemeanor or conviction of any crime involving dishonesty, false statement, abuse, neglect or sexual misconduct; (3) any representations in this Contract being determined to be false or incorrect; and (4)

just cause including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the school district by the Superintendent, shall be set-off from sums due to the Superintendent and, if the sums owing to the school district are in excess of the sums due to the Superintendent, the amount owing shall be immediately refunded by her.

The Board may, at its expense, require a certificate of health and physical fitness of the Superintendent at any time while this Contract is in force. Should the Superintendent be unable to perform her duties by reason of mental or physical incapacity or any reason beyond her control, and said disability exists for a period exceeding her sick leave allowance, the Board may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which she is employed, the Board may, at its option, terminate this Contract whereupon the duties, rights and obligations hereof shall end.

7. Legal Requirements. The Superintendent affirms that: (1) all information set-forth in her application for employment and other information provided by her in seeking employment are true and accurate, and if said information ceases to be true, she will advise the Board immediately; (2) the Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, misdemeanor, or any other offense involving moral turpitude or any other offense involving abuse, neglect or sexual misconduct; (3) the Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent; (4) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (5) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this Contract is not valid until the required certificate is registered in accordance with law and that

the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; (6) the Superintendent is not under contract with another board of education within the State of Nebraska or elsewhere covering any part of or all of the same time of performance as provided for in this Contract; and (7) there shall be no penalty for release of the Superintendent from this Contract, provided her resignation shall not become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date as agreed upon by Board and superintendent.

8. **Mileage Reimbursement & Office.** While traveling outside the school district on official duties the Board shall provide the Superintendent with a district-owned vehicle or shall reimburse her for such transportation at the rate established by the Internal Revenue Service for business mileage.

The Board will provide the Superintendent with a furnished office and incidental office equipment such as a desk top computer and a laptop computer. The Superintendent shall return all office equipment to the Board in good condition, subject to normal wear and tear, at the termination of employment.

9. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her official capacity as an agent/employee of the Board, provided the incident or occurrence giving rise to the claim or action took place while she was acting in good faith to perform the assigned duties or directions of the Board, or the duties required by the law of Nebraska, and provided she reasonably believed her action to be in or not opposed to the best interest of the school district and provided she and the Board do not have adverse interests in the matter and with respect to any criminal action or proceeding, she had no reasonable cause to believe that her conduct was unlawful. In no case shall an individual Board member be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

10. **Superintendent's Evaluation.** The Superintendent and the Board shall initiate and assure that the Board's evaluation of the Superintendent is conducted and completed at least twice during the first year of employment and at least once annually thereafter pursuant to *Neb.Rev.Stat. §79-828(2)*. The Board shall adopt an evaluation format and shall evaluate the Superintendent pursuant thereto.

To conclude the evaluation, the Board shall meet in executive session for the purpose of discussing the results of the evaluation and any related matters, such as the terms of the Superintendent's Contract. The results of the evaluation and any conclusions drawn by the Board shall be shared with the Superintendent, both verbally, and in the form of a written summary. The Superintendent shall have

the right to respond to the results either during an executive session, or in writing. Any written response, along with the written summary of the results, shall be made a part of the Superintendent's personnel file. Following the Superintendent's evaluation or her written response, and at the request of either party, the Board may meet with the Superintendent in executive session to discuss the matter further.

In addition to the results of the Board's evaluation of the Superintendent, the Superintendent and the Board, and other appropriate school officials, shall meet at least once annually for the purpose of establishing goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing. The results of the Superintendent's evaluation and the attainment of previously established goals and objectives shall be among the criteria by which the Superintendent is evaluated as herein provided. This annual meeting shall normally be held during the spring.

11. **Headings.** The headings contained in this Contract are for convenience or reference only and may not be utilized in construing or interpreting this Contract.

12. **Amendments.** Any amendment to this Agreement must be in writing and signed by both parties.

13. **Savings Clause.** If, during the term of this Contract, it is found that a specific clause of the Contract is illegal or unenforceable under either federal or state law, the remainder of the Contract not affected by such ruling shall remain in force, unless such illegality or unenforceability would defeat an essential purpose of the Contract.

14. **Governing Law.** This Contract shall be governed by the laws of the State of Nebraska. The parties designate Hall County, Nebraska to be the proper jurisdiction and venue for any suit arising out of this Contract.

Tawana Grover, Ed.D. Ph.D.,
Superintendent

Bonnie Hinkle,
President, Board of Education,
Hall County School District 2,
a/k/a Grand Island Public Schools

Superintendent Pay Transparency Notice - Proposed Contract for Dr. Tawana Grover

Notice is hereby given that the Board of Education has approval of a proposed Superintendent employment contract on its regular board meeting agenda for the Thursday, July 8, 2021 at 5:30 pm to be held at the Kneale Administration Building, Board of Education meeting room in Hall County, Nebraska. The actual (FY21-22) and estimated (FY22-23 & FY23-24) cost to the District and Superintendent if the proposed contract is approved for the three year term of the contract are:

2021 - 2022 (07-01-2021 through 06-30-2022)

Description	Employer Expense	Employee Expense
Salary	\$285,587.61	\$0.00
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
Retirement - 9.8778% (EE) *101% (ER)	\$28,209.77	-\$27,930.47
Possible Unused Vacation Days converted to TSA	\$5,492.07	\$0.00
District Contribution to 403(b)	\$10,000.00	\$0.00
Nebraska Council of School Administrators	\$335.00	\$0.00
Association for Supervision and Curriculum	\$239.00	\$0.00
American Association of School Administrators	\$470.00	\$0.00
Federal Income Tax (estimated)	\$0.00	-\$41,124.62
State Income Tax (estimated)	\$0.00	-\$14,650.64
Long Term Disability Insurance	\$628.29	-\$628.29
Health Insurance (projected)	\$8,815.08	\$0.00
Dental Insurance (projected)	\$354.48	\$0.00
Cost to Employer	<u>\$353,125.93</u>	\$0.00
Cost to Employee		<u>-\$98,098.93</u>

2022 - 2023 (07-01-2022 through 06-30-2023)

Description	Employer Expense	Employee Expense
Salary (Estimated)	\$285,587.61	\$0.00
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
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2023 - 2024 (07-01-2023 through 06-30-2024)

Description	Employer Expense	Employee Expense
Salary (Estimated)	\$285,587.61	\$0.00
FICA - Social Security (\$142,800 * 6.2%) Max	\$8,853.60	-\$8,853.60
FICA - Medicare 1.45% (2.35% >\$200,000) EE Only	\$4,141.02	-\$4,911.31
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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:	Recommendation to enroll GIPS in the Harvard Strategic Data Project (SDP), Cohort 11 (2021-2023) with Pat Larson as an Agency Fellow in the two-year fellowship.
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Submitted By:	Dr. Jonathan Doll
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Date: 6/23/ 2021

1. What is the identified need?

As a district, we need to employ data routinely in a strategic manner that provides background information, measures programs and assesses the fidelity and effectiveness of implementation. To complement these data procedures, GIPS is also using Equity formulas and Academic -Return on Investment calculations for the On Track to Thrive 2025 Strategic Plan. We believe that high-quality data for this strategic plan can be leveraged in many areas to help identify successful implementation of interventions and help scale these results. Our enrollment of an agency fellow will help us develop and refine our data and metrics and grow our district capacity in this area.

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

- Objective 5:
GIPS will employ data to continuously improve teaching and learning.
- Objective 6:
GIPS' central office will provide transparent and differentiated supports to schools, principals, and teachers to help them achieve their school improvement goals.

3. Proposed Action

Provide district approval to enroll Pat Larson in the Harvard Strategic Data Project (SDP), as operated out of the Harvard Graduate School of Education. He has already been interviewed by Harvard and accepted by SDP (to commence Aug. 2021 to Aug. 2023) pending BOE approval.

Recommended Motion:

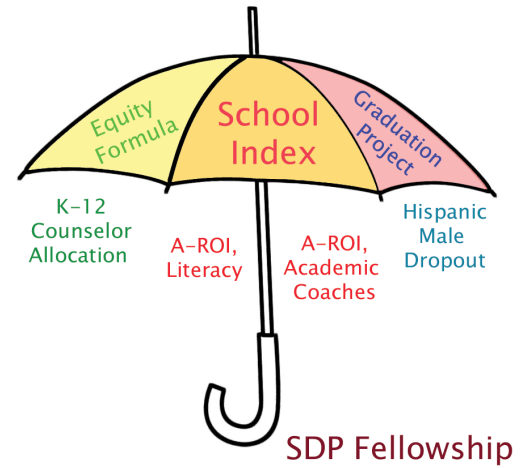
This motion is to enroll Pat Larson in the Harvard Strategic Data Project from August 2021 to August 2023 using ESSER III funds at a cost of \$49,500.

4. Data/Research Assessed

Harvard SDP has exemplary data capacity and is well-established in providing these supports to LEAs. We met with their leadership team on June 9, 2021 and discussed the district data projects that are planned for Pat's fellowship.

5. Equity Analysis

Reliable data and metrics used to measure Equity Formulas and interventions, specifically Literacy, Academic coaches, and closing disparity in Hispanic male dropout.



5. Stakeholder Group(s) Involved

Research and evaluation/Data analysis team, District Administrators

6. Summary

Approval of this recommendation will help provide consistent and high quality data that we can leverage in our On Track to Thrive Strategic plan as well add more areas for Academic Return on Investment and other specific equity areas to address.

7. Fiscal Impact

Amount:	\$49,500, paid in two installments (half Sept 2021 and half Sept 2022)
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Adapted from NASB Needs Analysis [GIPS Needs Analysis Rev. ???.???.??](#)

Source:	ESSER III
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Details:	ESSER III application to be submitted between July and Sept 2021.
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8. Person(s) Responsible for Implementation

Research and evaluation/Data analysis team

9. Implementation Plan

◆◆ [Monitor/ Evaluate](#)

Actions:	Provide contract confirmation to Harvard SDP for fellowship start in August 2021
Timeline:	July 2021

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

Actions:	Biennial report to BOE of fellowship analyses conducted and progress to be shared during BOE Strategic Plan retreats in Fall and Spring each year.
Timeline:	<input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input checked="" type="checkbox"/> 6 months <input type="checkbox"/> annually <input type="checkbox"/> N/A

Adapted from NASB Needs Analysis [GIPS Needs Analysis Rev. ???.???.??](#)

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.

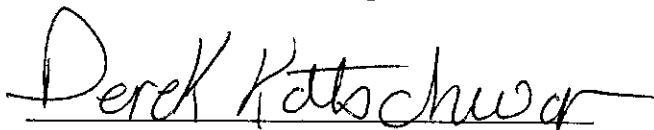
11.7 Consultant acknowledges this Agreement does not give Consultant an exclusive right to provide Professional Services described herein.

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[®]

Document B102[™] – 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
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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;

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)

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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.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

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

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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:

Project – New Construction or New Addition Cost Range	Maximum Percentage Fee
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:

Project – Renovation of Existing Structures Cost Range	Maximum Percentage Fee
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