

GIPS BOE Regular Meeting
Thursday, January 13, 2022 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. BOARD ELECTION OF OFFICERS
Speaker(s): Dr. Dexter
5. POLICY REVIEW
Speaker(s): Dr. Dexter
6. BOARD DESIGNATIONS
Speaker(s): Dr. Dexter
7. CONSENT AGENDA
Speaker(s): Board President
 - 7.1. Minutes from the previous month's meeting
 - 7.2. Acceptance of Agendas From Standing Committees
 - 7.3. Claims as submitted
 - 7.4. Staff Adjustments as submitted
 - 7.5. Treasurer's Report as submitted
 - 7.6. Policy
 - 7.6.1. 2215 BOARD MEMBERSHIP on Final Read
 - 7.6.2. 8312 EXCESSIVE ABSENTEEISM on Final Read
 - 7.6.3. 7310 STANDARDS ADOPTION on First Read
 - 7.7. Approval of Agenda as submitted
8. CAMPUS HIGHLIGHTS
 - 8.1. Community Connection with Heartland Health-Walnut Middle School
Speaker(s): Mr. Rod Foley

Goals: Obj 3 Every Student is socially and emotionally equipped to thrive in school and in life
 - 8.2. 5th Grade Students will be presenting original poetry from the CKLA Knowledge Poetry Unit- Stolley Park Elementary
Speaker(s): Stolley Park 5th Grade students, Whitney Flower, Kevin Butters, Regina Ambroz

Goals: Obj 1.2 Every student has access to learning models that meet their unique needs. , Obj 2.2 Every student has access to rigorous, relevant coursework. , Obj 3.1 Every student is provided a personalized environment for learning.
9. REQUESTS TO ADDRESS THE BOARD
Speaker(s): Board President

10. RECESS

Speaker(s): Board President

11. RECONVENE FROM RECESS

Speaker(s): Board President

12. INFORMATION ITEMS

12.1. American Civics State Statute Report

Speaker(s): Dr. Evan Lee, Dr. Brittney Bills

12.2. Tri-City Alliance ASCEND Internship

Speaker(s): Dr. Palmer, Mr. Kort and Jessica Schroeder

Goals: Obj 2.2 Every student has access to rigorous, relevant coursework. , 4.1
Every Student will graduate, college, career, and community ready.

12.3. Cannon Moss Brygger & Associates PC- Gates Elementary

Speaker(s): Mr. Dan Petsch

12.4. Cannon Moss Brygger & Associates PC- Grand Island Senior High

Speaker(s): Mr. Dan Petsch

12.5. Construction Update

Speaker(s): Mr. Petsch

12.6. Student Representative Report

Speaker(s): Ms. Isabela Prado Gomez

12.7. Superintendent Report

Speaker(s): Dr. Grover

12.7.1. Pandemic Update

Speaker(s): Dr. Grover, Mr. Cory Gearhart

13. ACTION ITEMS

13.1. GISH ESports Proposal

Speaker(s): Mr. Benjamin Marten, Mr. Cory Gearhart

13.2. Lobbyist Contract Renewal 2022-2023-2024

Speaker(s): Dr. Ken Schroeder

13.3. 3 Year Contract Renewal with Ombudsman

Speaker(s): Dr. Robin Dexter

14. REPORTS

14.1. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Jurgens

14.2. NASB Monthly Update

Speaker(s): Board President

15. NOTIFICATION OF UPCOMING BOARD MEETINGS

16. 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 January 13, 2022 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
2 ZNEZ

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1040948

Ryanne Swerco 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.

Section: Class Legals
Category: 0099 LEGALS
PUBLISHED ON: 01/02/2022

TOTAL AD COST: 21.50
FILED ON: 1/3/2022

RECEIVED JAN 07

Subscribed in my presence and sworn to before me this 3 day
of January, 2022

My commission expires November 8, 2025

Casey Harvey
Notary Public

State of Nebraska - General Notary
CASEY HARVEY
My Commission Expires
November 8, 2025

2111 BOARD OPERATING PRINCIPLES

We believe that the welfare of our community, state, and nation is directly impacted by our educational system. We believe that each child should receive the best possible education relative to his or her abilities, interests, and potentialities. To this end, we believe that Board decisions regarding complex problems of organization, curricular offerings, and financial support should be made in terms of what is best for the student and by extension, the community, state, and nation.

In order to assure maximum efforts toward this goal, the Board believes high ethical standards on the part of all Board members must be maintained in all personal and public activities. The following Operating Principles serve to guide individual board member interaction as we carry out the duties and responsibilities of board members, as well as to provide information to the public concerning the duties and responsibilities of the Board of Education as a collective whole.

(Policy: [1310](#), [2120](#), [2215](#))

I. Educational Advocate

Vision:

Student are prepared to make positive contributions to society and thrive in an ever changing world.

Mission Statement:

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

Student Commitments:

Within the school district of Grand Island

- 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 be honored for their unique qualities and backgrounds;
- Every student will experience a sense of belonging, contribution, and success;
- Every student will develop responsibility and show respect for others as well as oneself;
- Every student will have equitable access to high-quality learning; and
- Every student will learn in an inclusive and anti-discriminatory environment.

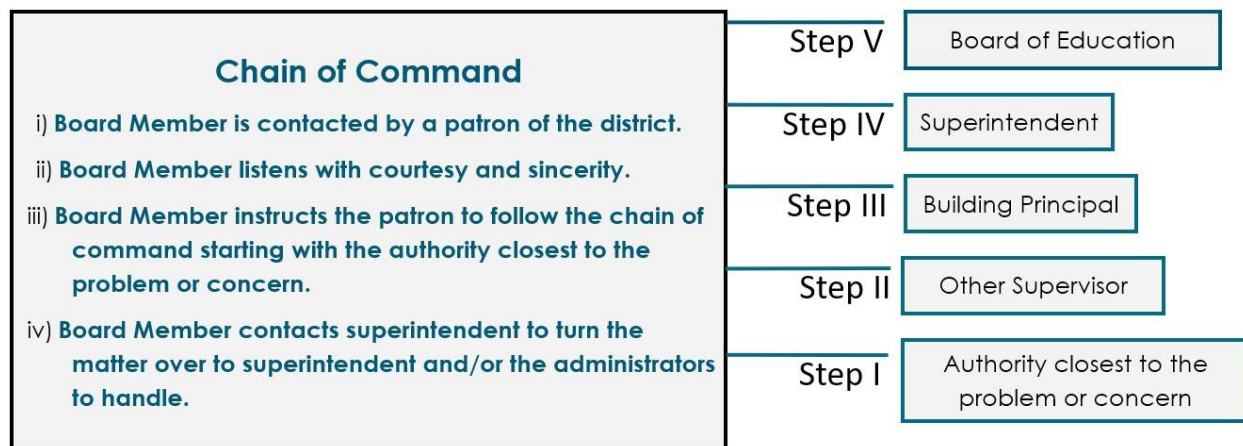
II. Process for Addressing Public and Board Issues

Public

Statement: We will encourage the public to use the chain of command to address concerns in the following manner:

- A. Listen to the individual's concern.
- B. Explain that the board and administrative team have established a process for handling concerns starting with the immediate person responsible.
 1. Encourage the person to follow the established chain of command. Ask if he or she has discussed the issue with the person immediately responsible (for example, a teacher or coach).
 2. If so, ask if he or she has discussed the issue with the supervisor of the individual (for example, the Principal or Activities Director).
 3. If so, ask if he or she has discussed the issue with the Superintendent.
 4. Assure the person that the Superintendent will be informed of a significant complaint. However, affirm the chain of command procedure must be followed.
- C. Significant complaints will be reported to the Superintendent by the board member.

(Policy: [2480](#))



Board Member

Statement: We believe as an individual board member we have no individual power, and our power comes from being a part of a group of nine. When concerns are raised, there is a proper protocol to follow in response to the concern. The protocol is as follows:

- A. The Superintendent will be notified of issues that are causing concern for the board member, including individual or collected board concerns regarding staff or district operations.
- B. The Superintendent will be the recipient of appropriate information regarding issues needing investigation (i.e., names of people making complaints, specific instances regarding the complaint, etc.).
- C. If we have concerns about another board member:
 - The concern should first be shared personally with the board member.
 - If a resolution is not reached between the two board members, concerns will be directed to the Board President.
 - There may be times the resolution will require a discussion with the entire Board of Education in an Executive Session.

(Policy: [2230](#))

III. Meeting Format

Statement: We will conduct our meetings in accordance with the Nebraska Open Meeting Laws and in an orderly fashion.

Board Meetings

- A. Board meeting agendas will be developed cooperatively with the Board President, Vice-President, and Superintendent after receiving committee input. An individual board member may request that an item be added to the agenda.
- B. Issues will be presented as an informational item without a vote occurring to allow for full consideration and thought by board members.
 1. The vote on the issue will follow in the next month's meeting.
 2. There may be instances when an issue must be presented and voted on at the same monthly meeting.
- C. Executive Session will be used ONLY as necessary and consistent with Nebraska Open Meeting Laws.
- D. We welcome input from the public during the scheduled Request to Address the Board period of each board meeting. Patrons are requested to complete the "Request to address the Board" form and follow guidelines included on the form. The form is posted outside the doors to the boardroom.
 - Each individual addressing the board will be allowed 5 minutes. The Board of Education has the prerogative to limit speaking to 3 minutes when there are three or more patrons to allow speakers an opportunity to address the Board in a timely manner.
 - We will not engage in dialogue with patrons presenting to the Board

- The Board president and superintendent will identify staff to follow-up on information requested from patrons
 - The Board president may share a statement on behalf of the Board when addressing a major issue in the district
- E. Each board meeting during the academic year will have a portion of the meeting devoted to a segment on student success within the district.
- F. We will maintain a student board member program.
- (Policy: [2210](#), [2410](#), [2481](#))

Board of Education Committees

- A. Standing committees will be established to allow issues to be reviewed in great length, so the monthly meetings are run efficiently and timely. The committees are:
1. Personnel
 2. Policy Review
 3. Facilities and Finance
 4. Leading for Learning (American Civics)
 5. Governance
- B. The district will establish and maintain additional committees as needed to include Ad hoc committees, task forces, and/or advisory councils or coalitions. The Board President will ask for interested participants, and provide opportunities for all board members to participate in these additional committees.
- C. All board committee agendas and minutes will be posted to an electronic Board Committee folder for all board members to view.
- D. The committees do not have power to take formal action on issues without a full vote of the Board of Education.
- E. Non-committee board members wishing to attend specific committee meetings will make their request through the Superintendent's office.
- F. Board committees will report regularly at Board of Education meetings to ensure that information discussed in committee is made public.
- G. Board Committees will use the GIPS Needs Analysis to guide development of proposals to the Board of Education:
1. What is the identified need?
 2. Administrative Rationale for BOE Agenda
 3. Proposed Action
 4. Data/Research Assessed
 5. Stakeholder Group(s) Involved
 6. Equity Analysis
 7. Summary
 8. Fiscal Impact
 9. Persons Responsible for Implementation
 10. Implementation Plan: Monitor/Evaluate – Board Report/Follow-up
- (Policy: [2230](#))

Small Group Meetings with the Superintendent and Board Members

- A. Each board member will have an opportunity to meet with the Superintendent and no more than three other board members on a monthly basis. The small group meetings will not violate the Open Meetings law.
- B. The meetings are intended to provide additional detail to board members about issues both negatively and positively impacting Grand Island Public Schools. No decision making will occur in the small group meetings.
- C. Summaries of the small group meetings will be shared with all board members to assure all board members receive the same information.

IV. Strategic Planning Process, Implementation, Monitoring, and Evaluation Statement:

The Board will annually review, revise, and/or adopt the district's vision, mission, student commitments, theory of action to improve student outcomes, and conduct a Board self-assessment. We will monitor progress toward goals by:

- A. Reviewing progress toward district goals at least quarterly by the full board;
- B. Focusing on increasing student learning and ensuring efficient use of education resources with Board agenda items connected to district goals in the monthly board meeting agenda; and
- C. Reflecting on Board progress using an assessment of operating principles or other tool approved by the Board.

V. Board Leadership

Statement: We believe effective team leadership is important for the positive progress of the Grand Island Public Schools system.

- A. Board President and Board Vice-President Positions
 - a. The positions of Board President and Board Vice-President shall be elected annually at the January Board of Education meeting.
 - b. Within two days following the November board meeting, the current Board President and Board Vice-President will notify the Board Secretary and the Board of Education of their interest and willingness to be considered for re-election of their positions.
 - c. Board members interested in being considered for Board President or Board Vice-President shall make their intentions known to the Board Secretary and the Board of Education on or before December 1st.
 - d. All board members expressing an interest in the positions will be subject to nomination for office at the January meeting.
 - e. The Board Secretary will facilitate the election process at the January meeting.
- B. The Board President will:
 - a. Manage the affairs of the Board of Education and
 - i. Ensure all board members are provided with the same information at approximately the same time on all issues.
 - ii. Ensure all board members are provided the opportunity to represent the Board of Education equally at official school, community, state and national functions.
 - iii. Monitor compliance with Operating Principles.
 - iv. Plan and participate in orientation sessions for new board members.
 - b. Establish the monthly agenda in conjunction with the Board Vice-President and Superintendent
 - c. Assign working board committees annually after the January meeting and after soliciting areas of interests from the board members.
 - d. Monitor compliance with legal requirements to Open Meetings laws.
 - e. Attend stakeholder meetings as determined by the Superintendent.
 - f. Sign documents as legally required and approved by the Board of Education.
 - g. Sign graduation diplomas.
 - h. Serve as ex-officio member of standing committees of the Board, and be available to substitute on any committee with an impending absence.
 - i. Conducts the annual performance evaluation of the Superintendent, compiling and communicating results. (By state statute, conduct two evaluations in the superintendents first year in the district)
 - j. Be the spokesperson for the Board of Education when called upon, including media inquiries.
 - k. Serve on the Labor Relations Committee or designate Board Vice-President.
 - l. Communicate Board of Education annual goals to the public.

(Policy: [2210](#), [2460](#))

- C. Board Vice-President will:
 - a. Plan and participate in orientation sessions for new board members.
 - b. Meet monthly with the Board President and Superintendent to plan meeting agendas.
 - c. Serve as Board President in all capacities in the absence of the Board President.
- D. Board Members (including President & Vice-President) will:

- a. Attend all school board meetings.
 - b. Attend and participate in meetings on assigned committees.
 - c. Attend special meetings/functions of the district as requested or required (for example, graduation, specific school programs, etc).
 - d. Represent the Board of Education at official school, community, state and national functions.
 - e. Read and study all necessary documentation prior to discussion on issues or action items.
 - f. Personally uphold these operating principles, and hold fellow board members accountable.
- E. The Board of Education will:
- a. Hire and evaluate the Superintendent's performance. The Superintendent is the only employee the Board oversees.
 - b. Adopt, review, and revise policy.
 - c. Establish the strategic plan goals for the District.
 - d. Establish a budget to reflect/support the strategic plan.
 - e. Advocate for public education.
- F. The Board of Education will have the opportunity to participate in professional development:
- a. Attend one national conference of their choosing for the budget year.
 - b. Attend conferences as presenters as appropriate.
 - c. Attend local, regional, and state BOE conferences.

(Policy: [2110](#), [2160](#), [2220](#), [2320](#))

VI. Board of Education Collaboration

Statement: We will formulate and express decisions as a body of nine speaking with one voice.

- A. We each have the freedom, opportunity, and responsibility to express his or her own beliefs about quality education.
- B. We will listen to diverse opinions. We recognize and appreciate the diverse backgrounds and experiences of other board team members which lend themselves to unique individual perspectives on issues.
- C. We must maintain the appropriate balance between being a board member and a parent, spouse, employee, or friend by not utilizing our positions as board members to influence decisions on a personal level.
- D. We will be governed by the same rules that apply to all Grand Island Public Schools district staff with regards to access to and utilization of Grand Island Public Schools district resources. (such as technology agreement)
- E. We will not utilize our position to gain access to confidential information that is not made available to all board members or is not necessary for the board member to have to complete their duties.
- F. While we all have a personal point of view, our decisions will be based on the best interests of students.
- G. We will engage only in designated meetings and not in "meetings before the meetings" or "meetings after the meetings".
- H. We will channel personal requests for information through the Superintendent's office.

(Policy: [2112](#))

I have read this policy and will adhere to statements of ethics and the Board Operating principles.

Board Member

Date

Policy Adopted: 10-5-00
Policy Revised: 7-10-03
Policy Revised: 1-11-07

Grand Island Public Schools

Policy Revised: 10.14.2010

Policy Revised: 12.14.2017

Policy Revised: 07.12.2018

Policy Revised: 06.13.2019

Policy Revised: 10.14.2021

GRAND ISLAND PUBLIC SCHOOLS

2112 BOARD MEMBER CODE OF ETHICS

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, the Grand Island Public Schools board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

AS A SCHOOL BOARD MEMBER:

- I will listen.
- I will respect the opinion of others.
- I will recognize the integrity of my predecessors and associates and the merit of their work.
- I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.
- I will recognize that to promise in advance of a meeting how I will vote on any proposition that is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
- I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
- I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
- I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
- I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.

Legal Reference: Neb. Statute 79-526

Policy Adopted: 08.09.2018

2340 CONFLICT OF INTEREST

It is imperative that board members comply with the *Nebraska Political Accountability and Disclosure Act* when participating in board action. This policy provides a synopsis of three situations when a board member could have a conflict of interest while participating in board action. The three situations are: (1) hiring of an immediate family member; (2) contracting with the school district; and (3) other conflicts that could result in a financial benefit or detriment for a board member.

Hiring of an Immediate Family Member

A school board member may hire, supervise the hiring of, or recommend the hiring of an immediate family member if:

1. He or she does not abuse his or her official position.
2. He or she makes a reasonable solicitation and consideration of applications for employment.
3. He or she discloses the matter to the school board either on the record or in writing.
4. The school board approves the employment or supervisory position.

The term immediate family member means a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

Abuse of official position includes, but is not limited to, employing an immediate family member who:

1. Is not qualified for and able to perform the duties of the position;
2. Is paid an unreasonably high salary; or
3. Is not required to perform the duties of the position.

In the event that an immediate family member was employed by the school district prior to the time that the school board member was elected or appointed, the school board member shall make the required disclosure as soon as reasonably possible after taking office. (Use NADC Form C-4)

Contracts

A school board member may not have an interest in a contract with the school district unless:

1. The contract is an agenda item at a board meeting.
2. The interested board member makes a declaration on the record of the school board of his or her interest in the contract. This disclosure must be made prior to the consideration of the matter by the board. It may be made at the meeting as long as the disclosure is made part of the minutes of the meeting. It may be made in writing and filed with the person who normally keeps records for the board.
3. The interested board member does not vote on the matters of granting the contract, making payments pursuant to the contract, accepting performance under the contract, or similar matters relating to the contract.

The prohibition against having an interest in a contract only applies when a board member, his or her spouse, parent or child has a "business association" as defined below or will receive a fee or commission as the result of the contract.

Business Defined: any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition of "business" does not distinguish between for-profit and non-profit entities. Either can be a "business".

Business Association Defined: A business in which the individual is a partner, limited liability company member, director, or officer; or a business in which the individual or immediate family member of the individual is a stockholder. If closed corporate stock, the stock must have a value of \$1,000 or more or represent more than a five percent equity interest. If publicly traded stock, the stock must have a value of \$10,000 or more or represent more than a ten percent equity interest.

Receiving deposits, cashing of checks, and buying and selling of warrants and bonds of indebtedness of a school district is not considered a contract for the purposes of this section.

If a school board member's parent, spouse or child is an employee of the school district, the board member may vote on all issues of the contract which are generally applicable to (1) all employees or (2) all employees within a classification and do not single out his or her parent, spouse, or child for special action.

Other Conflicts of Interest

This section does not apply if either subsection "Hiring of Family Members" or subsection "Contracts" apply.

A school board member has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which could result in a financial benefit or detriment to:

1. The school board member;
2. A member of his or her immediate family; or
3. A business with which he or she is associated.

The financial benefit or detriment must be distinguishable from that experienced by the general public or a broad segment of it.

If the school board member has a potential conflict of interest he or she is required to:

1. Prepare a written statement describing the matter requiring action or decision and the nature of the potential interest (Use NADC Form C-2 - attached to policy);
2. Deliver a copy to the person who keeps records for the school board; and
3. Take such action as the Commission shall prescribe to remove himself or herself from influence over the matter.

Reference: *Nebraska Political Accountability and Disclosure Act*,
Neb. Rev. Stat. § 49-1425; § 49-14,101; § 49-14,102; § 49-14,103;
§ 49-14,103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04;
§ 49-14,103.05; § 49-14,103.06; § 79-818; § 79-544 and § 49-1499.

Policy Adopted: 12-13-01
Policy Revised: 06.12.2014
Policy Revised: 09.08.2016

Grand Island Public Schools - Board of Education - 2021 Committee Assignments
Standing Committees

Facility & Finance	Personnel	Policy Review	Leading for Learning	Governance Committee
District Leads: Dr. Ken Schroeder & Dan Petsch <ul style="list-style-type: none"> • Dan Brosz • Terry Brown • Carlos Barcenas • Bonnie Hinkle 	District Lead: Kristen Irely <ul style="list-style-type: none"> • Bonnie Hinkle • Dan Brosz • Terry Brown • Josh Hawley 	District Lead: Dr. Dexter <ul style="list-style-type: none"> • Dave Hulinsky • Josh Hawley • Lindsey Jurgens • Erika Wolfe 	District Lead: Dr. Palmer <ul style="list-style-type: none"> • Dan Brosz • Josh Hawley • Erika Wolfe • Lindsey Jurgens 	District Leads: Bonnie Hinkle <ul style="list-style-type: none"> • Bonnie Hinkle • Lisa Albers • Carlos Barcenas • Dan Brosz

Special & Ad Hoc Committees

Public Relations & Partnership Development	Calendar	Extra-Standard	GIPS Foundation	Strategic Plan Advisory
District Leads: Jennifer Worthington <ul style="list-style-type: none"> • Bonnie Hinkle • Lisa Albers • Carlos Barcenas • Dave Hulinsky • Community Members <ul style="list-style-type: none"> ○ Tim Mayfield ○ Julie Gortemaker 	District Lead: Dr. Dexter <ul style="list-style-type: none"> • Josh Hawley • Erika Wolfe 	District Lead: Kristen Irely, Dr. Ken Schroeder & Dr. Dexter <ul style="list-style-type: none"> • Bonnie Hinkle • Terry Brown 	District Lead: Dr. Grover <ul style="list-style-type: none"> • Lindsey Jurgens (Advisory) Quarterly Joint Meetings <ul style="list-style-type: none"> • Bonnie Hinkle • Lisa Albers • Lindsey Jurgens • Carlos Barcenas 	District Lead: Jennifer Worthington, Dr. Doll <ul style="list-style-type: none"> • Terry Brown • Dave Hulinsky • Lindsey Jurgens • Erika Wolfe
Labor Relations	Legislative & GNSA	Key Communicator	Leave Task Force	Parent Advisory Council
District Leads: Kristen Irely & Dr. Ken Schroeder <ul style="list-style-type: none"> • Carlos Barcenas • Josh Hawley • Bonnie Hinkle • Lisa Albers 	District Leads: Dr. Grover & Dr. Ken Schroeder <ul style="list-style-type: none"> • Lisa Albers • Carlos Barcenas • Josh Hawley • Bonnie Hinkle 	District Leads: Dr. Grover & Cabinet Members <ul style="list-style-type: none"> • Lisa Albers • Dave Hulinsky • Lindsey Jurgens • Carlos Barcenas 	District Lead: Kristen Irely & Dr. Ken Schroeder <ul style="list-style-type: none"> • Terry Brown • Bonnie Hinkle 	District Leads: Dr. Grover & Cabinet Members <ul style="list-style-type: none"> • Lisa Albers • Erika Wolfe • Dan Brosz • Dave Hulinsky
Safety	Early Childhood Study Team	Academies of GISH Executive Design Team	Attendance Task Force	CHI/Med Academies
District Leads: Dr. Dexter & Dan Petsch <ul style="list-style-type: none"> • Dave Hulinsky • Josh Hawley 	District Lead: Dr. Dexter <ul style="list-style-type: none"> • Carlos Barcenas • Lisa Albers • Erika Wolfe • Josh Hawley • Community Member <ul style="list-style-type: none"> ○ Karen Higgins 	District Lead: Dan Phillips <ul style="list-style-type: none"> • Bonnie Hinkle • Terry Brown 	District Lead: Dr. Dexter District Support: Dr. Doll <ul style="list-style-type: none"> • Lisa Albers • Erika Wolfe • Josh Hawley • Terry Brown 	District Lead: Dr. Grover <ul style="list-style-type: none"> • Lindsey Jurgens • Dan Brosz • Bonnie Hinkle • Lisa Albers • Community Members <ul style="list-style-type: none"> ○ Julie Gortemaker

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Equity Task Force	Wellness Committee	Crisis	Academy of Medical Sciences Advisory Board (AMS)	Academy of Education Law Public Safety Advisory Board
District Leads: Jennifer Worthington, Dr. Kris Schneider, Dr. Amanda Levos & Dr. Doll <ul style="list-style-type: none"> ● Lindsey Jurgens ● Carlos Barcenas ● Josh Hawley ● Erika Wolfe 	District Lead: Dr. Dexter <ul style="list-style-type: none"> ● Lindsey Jurgens ● Erika Wolfe ● Lisa Albers ● Carlos Barcenas 	District Lead: Dr. Grover <ul style="list-style-type: none"> ● Lisa Albers ● Carlos Barcenas ● Terry Brown ● Bonnie Hinkle 	District Lead: Dr. Palmer <ul style="list-style-type: none"> ● Lisa Albers ● Dr. Dan Brosz 	District Lead: Jennifer Worthington <ul style="list-style-type: none"> ● Carlos Barcenas ● Erika Wolfe

Academy of Technical Sciences Advisory Board	Academy of Engineering & Technology Advisory Board	Academy of Business & Communication Advisory Board	Academy of Freshman Exploration Advisory Board	
District Lead: Dr. Dexter <ul style="list-style-type: none"> ● Josh Hawley 	District Lead: Kristen Irely <ul style="list-style-type: none"> ● Terry Brown 	District Lead: Dr. Ken Schroeder <ul style="list-style-type: none"> ● Bonnie Hinkle ● Dave Hulinsky 	District Leads: Dr. Grover & Dr. Doll <ul style="list-style-type: none"> ● Lindsey Jurgens 	

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, December 9, 2021 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:30 PM.

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

AGENDA

1. CALL TO ORDER

Meeting was called to order at 5:30 pm

2. ROLL CALL

Mr. Hawley gave prior notice of absence and the absence was excused by the board.

3. MISSION STATEMENT

The Mission Statement was read by Mrs. Hinkle.

4. CONSENT AGENDA

4.1. Minutes from the previous month's meeting

4.2. Acceptance of Agendas From Standing Committees

Finance & Facilities Committee, next meeting is scheduled for January 4, 2021

Leading for Learning Committee, next meeting is scheduled for January 11, 2022

Personnel Committee, next meeting is scheduled for January 6, 2021

Policy Committee, next meeting is scheduled for January 10, 2022

PRPD Committee, next meeting is scheduled for January 7, 2021

Governance Committee, next meeting is scheduled for January 5, 2022

Legislative Committee, next meeting is scheduled for December 7, 2021 and January 5, 2022

4.3. Claims as submitted

4.4. Staff Adjustments as submitted

4.5. Treasurer's Report as submitted

4.6. Policy

4.6.1. 2215 BOARD MEMBERSHIP on First Read

4.6.2. 8312 EXCESSIVE ABSENTEEISM on First Read

4.7. Surplus Property Listing

4.8. Approval of Agenda as submitted

Approve the agenda as submitted. Passed with a motion by Carlos Barcenas and a second by Dave Hulinsky.

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

5. SPECIAL RECOGNITION

5.1. Nebraska State Fair Art Recognition

Recognition of the Nebraska State Fair Art 1st Place Winners from Grand Island.

5.2. Superintendent Holiday Card Contest Winners

Grand Island Public Schools gave each student the opportunity to submit a design to the Superintendent's Holiday Card Contest. Four winners were selected, one from PK-5, one from 6-8, and two from 9-12.

6. PANDEMIC UPDATE

Addendum to Safe Return to Schools- Masking will be recommended during school starting January 3, 2022. Masks are required on public transportation due to federal guidelines. Stay home when sick--contact tracing, HVAC ventilation, physical distancing where possible, and hand washing will remain in place.

7. CAMPUS HIGHLIGHTS

7.1. Impact of the Wildcat Way at Engleman Elementary

Dr. Kolar and Caitlin Jensen presented the revised Wildcat Way and shared the impact on students.

7.2. CHI St. Francis Wellness Center

The CHI Student Wellness Center presented an update on its success in serving students. They spoke about the current challenges and needs that they have for continued growth.

8. REQUESTS TO ADDRESS THE BOARD

Kylee Hardy, 4126 Fleetwood Rd Grand Island, Nebraska. Jason Pagel, 1733 Mansfield Rd Grand Island, Nebraska.

9. RECESS

10. RECONVENE FROM RECESS

11. INFORMATION ITEMS

11.1. GISH ESports Proposal

Mr. Cory Gearhart presented the GISH ESports Proposal. It will provide a quality team based extracurricular activity for students who may not be interested or be able to participate in traditional extra-curricular activities.

11.2. Lobbyist Contract Renewal 2022-2023-2024

Kristen Irely presented the Lobbyist Contract Renewal for 2022-2023-2024. The legislative lobbyist's contract for services has been reviewed by the Facilities & Finance Committee and will be an action item on the January Board Agenda. Grand Island Public Schools has employed Angela Amack as a lobbyist for the school district since 2009 on matters of interest before the Nebraska Unicameral. Since the 2010 calendar year, the district has entered into three-year agreements with Mrs. Amack for her services. The contract is structured to provide an annual fee increase of 3%. The fee is an all-inclusive fee and no other external lobbying expenses are incurred by the district.

11.3. 3 Year Contract Renewal with Ombudsman

Dr. Robin Dexter presented the data on the success of OMB and the need to continue with another 3-year contract.

11.4. Mental Health TeleTherapy

Dr. Robin Dexter presented a contract for Enable My Child to provide mental health teletherapy as an information and action item.

11.5. Redistricting School Board Ward Boundaries

Mr. Pat Larson presented the redistricting school board ward boundaries. Every ten years, a federal census is conducted. It is the obligation of each public school board to move the ward boundaries to balance the population represented by each school board ward.

11.6. Construction Update

Mr. Petsch presented the construction update.

11.7. Student Representative Report

Ms. Isabela Prado Gomez gave the student representative report.

11.8. Superintendent Report

Dr. Grover presented the superintendent report.

12. ACTION ITEMS

12.1. 2022 2023 Calendar

Motion to approve the 2022-2023 School Year calendar as presented. Passed with a motion by Carlos Barcenas and a second by Lisa Albers.

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

12.2. Long Range Plan for Extracurricular Activities

Motion to approve the Long Range Plan for Extracurricular Excellence as presented. Passed with a motion by Dave Hulinsky and a second by Terry Brown.

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

12.3. Mental Health Teletherapy

Approve contract with Enable My Child to provide mental health teletherapy as presented Passed with a motion by Carlos Barcenas and a second by Dave Hulinsky.

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

12.4. Redistricting School Board Ward Boundaries

Motion to approve the Grand Island Public Schools School Board Ward boundary changes as presented. Passed with a motion by Carlos Barcenas and a second by Dan Brosz.

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

12.5. Fiscal Year 2020-2021 Audit Report & Annual Financial Report

To accept the Fiscal Year 2020-2021 Audit Report & Annual Financial Report. 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, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

13. REPORTS

13.1. Grand Island Public Schools Foundation Report

Mrs. Jurgens reported for the GIPS Foundation.

13.2. NASB Monthly Update

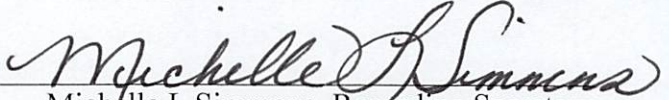
Mrs. Hinkle gave the Nebraska Association of School Boards update.

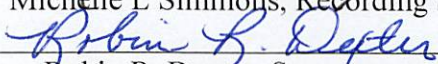
14. NOTIFICATION OF UPCOMING BOARD MEETINGS

Regular Board of Education Meeting, Thursday, January 13, 2022 at 5:30 PM

15. ADJOURNMENT

All business having been completed, the meeting was adjourned at 8:10 p.m.


Michelle L. Simmons, Recording Secretary


Robin R. Dexter, Secretary to the Board

Kneale Administration Building



Dr. Ken Schroeder

Chief Financial Officer

123 South Webb Road

P.O. Box 4904

Grand Island, NE 68802-4904

Phone: (308) 385-5900 x 1144

Fax: (308) 385-5949

Email: kschroeder@gips.org

Web: www.gips.org

TO: GIPS Legislative Committee

From: Mr. Schroeder

RE: Legislative Committee Agenda

Location:

<https://gips-org.zoom.us/j/99516579692?pwd=VldlSkdNTTFUQ3dRbTJKQy9UK1dTQT09>

NEW BUSINESS:

1. Review & Reflections on Meetings with Senator Aguilar & Friesen
2. Follow up pertaining to working with senators and other key contacts for potential funding of the Medical Sciences Academy Project.
3. Columbus Property Tax Relief Bill, Our Stance, & Media
4. GNSA Meeting: January 19 @ 9:30 in Lincoln
5. Legislative Issues Conference: January 31st
6. Meeting frequency of GIPS Legislative Committee now that the legislature is in session.

NEXT MEETING: Monday, January 10, 2022 @ 4:00 via zoom at:

<https://gips-org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyY>

TdETnNESjRIQT09

Dr. Ken Schroeder

Chief Financial Officer

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Phone: (308) 385-5900 x 1144

Fax: (308) 385-5949

Email: kschroeder@gips.org

Web: www.gips.org

January 10, 2022

TO: GIPS Legislative Committee

From: Mr. Schroeder

RE: Legislative Committee Agenda

Location:

<https://gips-org.zoom.us/j/99516579692?pwd=VldlSkdNTTFUQ3dRbTJKQy9UK1dTQT09>

OLD BUSINESS:

1. GNSA Meeting: January 19 @ 9:30-January and February Meetings are digital only. March and April Meeting format to be decided at February Meeting.
2. Senator Briese's Office-Senator Briese's Office has been contacted and a copy of the "GIPS One-Sheet" has been sent.

NEW BUSINESS:

1. Columbus Property Tax Relief Bill, Our Stance, **Our Vote**, & Media-See Attachments for language of the bill & press release from Senator Lindstrom & Senator Wahl
2. **LB 364**, introduced by Senator Linehan, appears third on the agenda for Monday, January 10th. The bill would adopt the Opportunity Scholarships Act and provide tax credits.
3. Review of NCSA Bill Summaries-See Attachments for Summaries

4. Follow up on bills introduced or correspondences from Angela's Office regarding any calls to action.

NEXT MEETING: Monday, January 17, 2022 @ 4:00 via zoom at:
<https://gips-org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyYTdETnNESjRIQT09>

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

BOE Policy Committee Meeting – Monday, Jan. 10, 2022 – 4:30pm – Zoom
Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner

- 1. Review Notes from Dec. 6, 2021 – 1.1.**
- 2. Review Agenda for changes or additions – 2.1.**
- 3. Policy on Jan. 13, 2022 - BOE Meeting:**
 - Policy on First Read:**
7310 STANDARDS ADOPTION

 - Policy on Final Read:**
2215 BOARD MEMBERSHIP
8312 EXCESSIVE ABSENTEEISM
- 4. NEXT MEETING:**
Feb. 7, 2022 – need to reschedule
- 5. Board role in policy adoption/approval processes:**
Board adopts or approves policy based on federal, state, and/or local statute requirements
Board adopts or approves policy based on the need for formal guidance for certain issues
with input from staff
- 6. Policy for review:**
 - 6.1. 8430 STUDENT APPEARANCE
 - 8431-body-piercing-jewelry-and-tattoos
 - 8432-unsponsored-organizations-or-gang-activities
 - 6.2. 8415 MEDICATIONS IN SCHOOL
- 7. Policy Questions and Discussion:**
- 8. Moved to Board Governance Committee**
3212 SUPERINTENDENT EVALUATION
- 9. Working on:**
 - Online Learning
 - Graduation credits
 - Early graduation Guidance and Process

Kneale Administration Building

Public Relations and Partnership Development Committee
Minutes

Friday, January 7, 2022

8:00 - 9:30 a.m.

Join Zoom Meeting

<https://gips-org.zoom.us/j/4511336008>



Beat on the Street

The group talked about the change in mask protocol from mandatory to now recommended but not mandatory.

Boot Camp 101

The Board of Education will host three workshops on the role of a GIPS school board member. This is for anyone interested in running for election to the GIPS Board of Education in the fall.

- Dates and Locations
 - Thursday, January 20 at Noon - Convention and Visitors Bureau, 201 West Third Street
 - Thursday, January 20 at 6:30 PM - Stolley Park Elementary, 1700 West Stolley Park Road, Door 15
 - Sunday, January 23 at 2:00 PM - Engleman Elementary, 1812 Mansfield Road, Main Doors #1 (Hoops Mania enters door 19)

Board Engagement

- Tuesday Walks - We will continue inviting board members to participate.
- Read Across America - March 2 - Dr. Bills will work with board members on the schedule.
- BoE Tour of GISH - Committee members discussed what they'd like to learn on the tour.
- Hoops Mania - Jennifer shared the Hoops Mania volunteer opportunities with board members.

On Track to Thrive 2025 rollout - Roush

The new strategic plan, On Track to Thrive 2025, will be further unveiled through a soft launch beginning Jan. 24. This will include logos and branding. There will be a campaign on each area of the strategic plan to highlight what staff are doing and to educate stakeholders on the district's priorities. The campaigns will include: teacher features, social media, stories on the website, LinkedIn, videos, radio interviews, newspaper columns, highlights in the staff newsletter, and much more.

Communication Analytics - *Roush*

The communications team shared data from the GIPS social media channels, discussed new collateral they've created in the past month, noted the media coverage throughout the month, and shared the amount of timely communications the district has sent out.

Time Sensitive Information Protocols- There have been 27 time sensitive communications since the last time the PR/PD Committee met.

Next Meeting: Friday, February 4, 2022 - 8:00 AM

Personnel Committee Agenda

January 6, 2022 8:30 AM

HR Projects and Initiatives

- Internal reorganization-
 - Filled- Michelle
 - Reorganizing into functional areas first
 - Review functional Org Chart
 - Applicant Tracking Software implementation phase- Kick off January 26th
 - EAP- Implement additional program _ Year term for evaluation
HSA
- GIEA- updates- Jan 18th

Staffing Update:

Leadership for Learning Staffing changes and adjustments- Dr. Palmer Toni

Barr	7th Math	Pending
Walnut	8th Math	Pending
Walnut	Art	Filledl
Westridge	7th Lang. Arts	Open

Visa application updates

Jaaehun Kim- Here teaching at GISH

Spanish Teacher- next level approval from US State Dept- moving forward

Staff Adjustments

- Review Staff Adjustments

Students who thrive.



To: Leading for Learning BOE Committee
From: Dr. Toni Palmer
RE: Meeting: January 11 , 2022, Virtual
4:00 PM-5:30PM

New Business:

- Science Olympiad-Mrs. Kuhl
- 9-12 Science Course Sequence update-Mrs. Covarrubias
- Academy Update-Mr. Phillips (Next Month)
- Financial Literacy Requirements-Mr. Phillips (Slides 18-19)
- Virtual School Transition-Dr. Palmer

Next Meeting: February 8th @ 4:00 Zoom

Kneale Administration Building



TO: Facilities & Finance Committee
From: Mr. Petsch, Mrs. Grim, and Mr. Schroeder
RE: Monthly F & F Agenda
Location: Virtual at: <https://gips.org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyYTdETnNESjRIQT09>

Dr. Ken Schroeder
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NEW BUSINESS:

1. Activity Fund Claims – Mr. Schroeder
2. Request for Proposals
3. Information Technology Update – Mr. Gearhart
4. Nutrition Services Update – Mrs. Spellman
5. Shared Equity Proposed Staffing Changes Recommendation-Dr. Palmer & Dr. Grover
6. Title 1 School Improvement Coach/Migrant Coordinator Job Description & Funding-Dr. Schneider
7. Review of Depreciation, Special Building, General Fund Cashflow, & Payroll Summary – Mr. Schroeder
8. Federal Programs Update and Financial Report(s) – Mr. Schroeder
9. Community Redevelopment Association & Regional Planning Commission Notices
10. Steinway Restoration Project - Mr. Schroeder - \$79,400 total cost; \$30,100 in hand; \$20,000 donation pending; \$29,300 to fundraise; 50% down - 50% on delivery; 6-9 month restoration time; Traci says it's an "easy ask."
11. Contract for CMBA for Design Construction Services for Grand Island Senior High Addition & Renovation
12. Contract for CMBA for Design Construction Services for Gates Elementary Addition & Remodel
13. ESSERs III Building Project Update – Mr. Petsch & Mr. Schroeder
14. Old ELC Demolition - Mr. Petsch
15. Building Projects\Ten Year Plan Update – Mr. Petsch
 - o Medical Academies Pathway Project
16. Open Agenda Items as Necessary – F&F Team

NEXT MEETING: **February 1, 2021 at 7:30 a.m.**

Kneale Administration Building

Dr. Grover, Superintendent



Agenda Governance Committee Meeting January 5, 2022

1. 2022 Board Elections & 101 Workshop
2. MOU Foundation
3. Board Attorney Replacement
4. Board Retreat 2/4 & 2/5
5. Board Meeting Agenda for 1/13/2022
6. Superintendent Evaluation -- Look Back --
7. Next Meeting -- **2/2/2022 @7:30am**

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
79874	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$612.00
79875	Amazon Cap Services Inc	General Supplies	\$4,052.20
79876	Angela Amack	Lobbyist Fees and Expenses	\$9,290.25
79877	ASCD	Dues and Fees	\$169.00
79878	Barrett John Stinson Photography	Technical Services	\$1,400.00
79879	Capital Business Systems Inc	Technical Services	\$44,133.51
79880	Capital Business Systems Inc	Technical Services	\$302.43
79881	Compulocks Brands Inc	General Supplies	\$119.70
79882	Concordia University	Dues and Fees	\$100.00
79883	Curriculum Associates	Books & Periodicals	\$503.16
79884	Dude Solutions Inc	Web Based Software	\$9,377.64
79885	Essential Personnel Inc	Cleaning Services	\$2,754.73
79886	Grand Island Independent	Advertising	\$1,180.73
79887	Grand Island Utilities Dept	Electricity	\$20,910.87
79888	Legacy Outdoor Advertising LLC	Advertising	\$575.00
79889	Pyramid School Products	General Supplies	\$157.30
79891	Verizon Wireless	Distance Education and Telecommunications	\$120.03
79892	West Music Co	General Supplies	\$155.98
79893	Wex Bank	Fuel	\$2,512.49
79894	Wex Bank	Fuel	\$1,092.67
79895	Wex Bank	Fuel	\$2,442.61
79896	Wex Bank	Fuel	\$1,302.20
79897	First Bankcard Center/Visa	General Supplies	\$24.34
79898	First Bankcard Center/Visa	Dues and Fees	\$175.00
79899	First Bankcard Center/Visa	Dues and Fees	\$280.00
79900	First Bankcard Center/Visa	General Supplies	\$1,647.95
79901	First Bankcard Center/Visa	General Supplies	\$182.34
79902	First Bankcard Center/Visa	Dues and Fees	\$40.00
79903	First Bankcard Center/Visa	Employee Training and Development Services	\$980.00
79904	First Bankcard Center/Visa	Miscellaneous Expenditures	\$941.18
79905	First Bankcard Center/Visa	Web Based Software	\$135.00
79906	First Bankcard Center/Visa	Dues and Fees	\$280.00
79907	First Bankcard Center/Visa	Books & Periodicals	\$360.00
79908	First Bankcard Center/Visa	Employee Training and Development Services	\$1,380.53
79909	First Bankcard Center/Visa	General Supplies	\$30.16
79910	First Bankcard Center/Visa	General Supplies	\$47.78
79911	First Bankcard Center/Visa	General Supplies	\$7.45
79912	First Bankcard Center/Visa	Employee Training and Development Services	\$614.00
79913	First Bankcard Center/Visa	Dues and Fees	\$295.00
79914	First Bankcard Center/Visa	General Supplies	\$24.68
79915	First Bankcard Center/Visa	Travel	\$29.35
79916	Amazon Cap Services Inc	Technology Supplies	\$3,238.28
79917	Ameresco INC	Web Based Software	\$2,000.00
79918	City of Grand Island	Refuse Disposal	\$10.00
79919	DreamBox Learning Inc	Web Based Software	\$2,070.00
79920	Virco Inc	General Supplies	\$117.00
79921	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$1,954.50
79922	Networkfleet Inc.	Repairs and Maintenance Services	\$1,957.38

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
79923	DAS State Accounting - Central Finance	Web Based Software	\$5,508.49
79924	Sams Club Direct	General Supplies	\$1,496.06
79925	Hiland Dairy Foods Company LLC	Milk	\$11,675.18
79926	Amazon Cap Services Inc	General Supplies	\$552.48
79927	Assembled Products Corporation	General Supplies	\$123.35
79928	Cash-Wa Distributing	Food	\$22,770.10
79929	Chesterman Company	Soda	\$142.56
79930	Culligan of Grand Island	General Supplies	\$353.75
79931	Greenberg Fruit Company	Produce	\$8,038.69
79932	Mid-Nebraska Disposal Inc	Refuse Disposal	\$334.30
79933	Midwest Restaurant Supply LLC	Professional Services	\$4,261.24
79934	NAPA Auto Parts of Grand Island	Repairs and Maintenance Services	\$102.10
79935	Pan-O-Gold Baking Co	Bread	\$3,231.61
79936	Peterson Farms Fresh Inc	Produce	\$3,897.18
79937	Raynor Garage Doors of Central Nebraska	Repairs and Maintenance Services	\$566.50
79938	US Foods - Grand Island	Food	\$13,723.85
79939	Chesterman Company	Soda	\$145.60
79940	Hiland Dairy Foods Company LLC	Milk	\$6,029.09
79941	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$1,003.00
79942	First Bankcard Center/Visa	Travel	\$1,163.11
79943	First Bankcard Center/Visa	General Supplies	\$22.65
79944	First Bankcard Center/Visa	Miscellaneous Expenditures	\$463.97
79945	First Bankcard Center/Visa	Travel	\$44.66
79946	First Bankcard Center/Visa	Travel	\$69.16
79947	First Bankcard Center/Visa	Travel	\$69.16
79948	First Bankcard Center/Visa	Travel	\$44.66
79949	First Bankcard Center/Visa	Travel	\$24.50
79950	First Bankcard Center/Visa	Travel	\$69.16
79951	First Bankcard Center/Visa	Travel	\$69.16
79952	First Bankcard Center/Visa	Travel	\$69.16
79953	First Bankcard Center/Visa	Travel	\$24.50
79954	First Bankcard Center/Visa	Technology Supplies	\$622.34
79955	First Bankcard Center/Visa	Miscellaneous Expenditures	\$257.00
79956	First Bankcard Center/Visa	Miscellaneous Expenditures	\$18.00
79957	First Bankcard Center/Visa	General Supplies	\$65.00
79958	First Bankcard Center/Visa	Dues and Fees	\$335.00
79959	First Bankcard Center/Visa	General Supplies	\$202.50
79960	First Bankcard Center/Visa	Travel	\$7,571.53
79961	First Bankcard Center/Visa	General Supplies	\$20.02
79962	First Bankcard Center/Visa	General Supplies	\$240.99
79963	First Bankcard Center/Visa	Advertising	\$411.48
79964	First Bankcard Center/Visa	General Supplies	\$3,350.94
79965	First Bankcard Center/Visa	General Supplies	\$137.08
79966	First Bankcard Center/Visa	Travel	\$5,304.08
79967	Charter Communications Holdings LLC	Distance Education and Telecommunications	\$179.97
79968	Clearly Communications	Distance Education and Telecommunications	\$1,007.76
79969	DAS State Accounting - Central Finance	Distance Education and Telecommunications	\$259.49
79970	National Energy Control Corp	General Supplies	\$234.84

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
79971	Northwest Public Schools	Miscellaneous Expenditures	\$36,173.38
79972	Positive Promotions Inc	General Supplies	\$317.45
79973	Quill Corporation	General Supplies	\$130.66
79974	Rentokil North America Inc	Technical Services	\$144.00
79975	Sams Club Direct	General Supplies	\$228.50
79976	Sams Club Direct	Miscellaneous Expenditures	\$481.74
79977	Ace Hardware	General Supplies	\$293.86
79978	AKRS Equipment Solutions Inc	General Supplies	\$203.00
79979	Almquist Maltzahn Galloway & Luth	Professional Services	\$26,050.00
79980	Amazon Cap Services Inc	General Supplies	\$3,313.82
79981	American Fence Co Western Ne	Technical Services	\$14,545.00
79982	B & H Photo-Video Inc	Technology Hardware	\$25.69
79983	Capital Business Systems Inc	Technical Services	\$18,194.86
79984	Capital Business Systems, Inc	Technical Services	\$37.35
79985	Grand Island Independent	Advertising	\$610.00
79986	Grand Island Utilities Dept	Electricity	\$45,930.20
79987	Holiday Express	Student Transportation	\$24,005.00
79988	Idea Bank Marketing	Professional Services	\$216.00
79989	Symmetry Energy Solutions LLC	Utility Energy Services	\$219.09
79990	Symmetry Energy Solutions LLC	Utility Energy Services	\$153.59
79991	Symmetry Energy Solutions LLC	Utility Energy Services	\$70.13
79992	Symmetry Energy Solutions LLC	Utility Energy Services	\$383.64
79993	Symmetry Energy Solutions LLC	Utility Energy Services	\$15.56
79994	Symmetry Energy Solutions LLC	Utility Energy Services	\$457.11
79995	Tools 4 Reading LLC	General Supplies	\$510.00
79996	Verizon Wireless	Technology Hardware	\$475.05
79997	Verizon Wireless	Distance Education and Telecommunications	\$833.36
79998	First Bankcard Center/Visa	General Supplies	\$10,801.47
79999	Alexis M Alvarez	Professional Services	\$160.00
80000	Amazon Cap Services Inc	General Supplies	\$2,117.12
80001	Angel Chaulk	Professional Services	\$160.00
80002	Beth Brandt	Professional Services	\$160.00
80003	Briseida Flamenco	Professional Services	\$160.00
80004	Caroline Voss	Professional Services	\$160.00
80005	Cline Williams Wright Johnson	Contracted Legal Services	\$2,620.01
80006	Dakota Potters Supply	General Supplies	\$186.00
80007	Essential Personnel Inc	Cleaning Services	\$6,320.61
80008	Grand Island Utilities Dept	Electricity	\$45,925.77
80009	Hannah Karabel	Professional Services	\$160.00
80010	Janalee M Hudiburgh	Professional Services	\$50.00
80011	Jaycee Gentleman	Professional Services	\$25.00
80012	Jordan Gydesen	Professional Services	\$160.00
80013	Kens Appliance Inc	Furniture and Fixtures	\$899.95
80014	Kristine Van Hoosen	Professional Services	\$110.00
80015	Kylie Yendra	Professional Services	\$160.00
80016	Leisa Gracia	Professional Services	\$25.00
80017	Lori L Eastwood	Professional Services	\$160.00
80018	Lrene Jo Braun	Professional Services	\$1,427.10

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80019	Nikkia Anders	Professional Services	\$25.00
80020	Sadie Ellingson	Professional Services	\$160.00
80021	Sarah Ellen Gumb	Professional Services	\$160.00
80022	Shanna J Taylor	Professional Services	\$135.00
80023	Shannon Hardenberger	Professional Services	\$160.00
80024	Shayla Renee Carstens	Professional Services	\$160.00
80025	Stacy Klassen	Professional Services	\$160.00
80026	TK Elevator Corporation	Technical Services	\$1,661.73
80027	Verizon Wireless	Distance Education and Telecommunications	\$361.00
80028	Village Cleaners	Technical Services	\$354.75
80029	Wauneta Fletcher	Professional Services	\$135.00
80030	HyVee	Food	\$65.46
80031	Sodexo, Inc & Affiliates	Miscellaneous Expenditures	\$174.80
80032	First Bankcard Center/Visa	Dues and Fees	\$7.06
80033	Alejandro Roman Cuellar Angulo	Miscellaneous Expenditures	\$51.35
80034	Alyssa Seamann	Professional Services	\$160.00
80035	Andrew Moss	Professional Services	\$135.00
80036	Ann M Schleicher	Professional Services	\$160.00
80037	Antonia Rodriguez	Professional Services	\$160.00
80038	April Sundberg	Professional Services	\$760.51
80039	Audrey Reimers	Professional Services	\$25.00
80040	Christina Mullins	Professional Services	\$25.00
80041	Deborah Renae Meyer	Professional Services	\$25.00
80042	Gina Lou O'Neill	Professional Services	\$160.00
80043	Gracie Schied	Professional Services	\$160.00
80044	Holly Schurman	Professional Services	\$2,428.79
80045	Jennifer J Nickel	Professional Services	\$2,053.50
80046	Kailey Schleicher	Professional Services	\$160.00
80047	Kienna Norgaard	Professional Services	\$25.00
80048	MaKayla Morris	Professional Services	\$50.00
80049	Makenna Smallcomb	Professional Services	\$160.00
80050	Maria R Muir	Professional Services	\$160.00
80051	Maribel Strong	Professional Services	\$160.00
80052	Mica Malone	Professional Services	\$160.00
80053	Mindy Moyer	Professional Services	\$1,352.50
80054	Robin Richelle Seim	Professional Services	\$50.00
80055	Samantha Lynn Smith	Professional Services	\$160.00
80056	Sandra K Scherbarth	Professional Services	\$160.00
80057	Sarah Rogers	Professional Services	\$160.00
80058	Savvas Learning Company	Books & Periodicals	\$5,843.79
80059	Scripps National Spelling Bee	Dues and Fees	\$182.50
80060	Shannon Major	Professional Services	\$50.00
80061	Shelly Townley	Miscellaneous Expenditures	\$64.70
80062	Sunny Kay Forrest	Miscellaneous Expenditures	\$156.10
80063	Hiland Dairy Foods Company LLC	Milk	\$26,839.19
80064	AKRS Equipment Solutions Inc	General Supplies	\$565.58
80065	Amazon Cap Services Inc	Books & Periodicals	\$1,323.54
80066	Apple Computer Inc	Technology Supplies	\$3,198.90

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80067	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	\$6.40
80068	City of Grand Island	Dues and Fees	\$250.00
80069	Curriculum Associates	Books & Periodicals	\$1,417.02
80070	DreamBox Learning Inc	Web Based Software	\$10,902.00
80071	Grand Island Utilities Dept	Electricity	\$26,784.27
80072	Grand Island Utilities Dept	Technical Services	\$354.92
80073	HyVee	General Supplies	\$270.00
80074	Insect Lore	General Supplies	\$92.36
80075	Island Sprinkler Supply	General Supplies	\$483.67
80076	LUNA Language Services	Technical Services	\$645.00
80077	United Distributors Inc	General Supplies	\$1,547.08
80078	University Of Nebr at Lincoln	Employee Training and Development Services	\$180.00
80079	Menards	General Supplies	\$134.21
80080	Soliant Health LLC	Professional Education Services	\$18,743.88
80081	Soliant Health LLC	Professional Education Services	\$16,526.75
80082	Soliant Health LLC	Professional Education Services	\$23,418.65
80083	Soliant Health LLC	Professional Education Services	\$17,624.04
80084	Soliant Health LLC	Professional Education Services	\$14,365.07
80085	Soliant Health LLC	Professional Education Services	\$36,092.57
80086	Century Link	Technical Services	\$577.99
80087	Century Link	Distance Education and Telecommunications	\$152.13
80088	Century Link	Technical Services	\$137.16
80089	Century Link	Distance Education and Telecommunications	\$71.81
80090	Century Link	Distance Education and Telecommunications	\$435.51
80091	Daniel Phillips	Travel	\$620.84
80092	Danny Oberg	Rentals	\$3,100.00
80093	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$1,968.45
80094	Moore Music Co	Equipment	\$45,000.00
80095	Networkfleet Inc.	Repairs and Maintenance Services	\$1,707.91
80096	Northwestern Energy	Utility Energy Services	\$7,810.58
80097	Phil Rich	Employee Training and Development Services	\$3,000.00
80098	Shari Scott LCPC LLC	Employee Training and Development Services	\$600.00
80099	Amazon Cap Services Inc	General Supplies	\$1,111.20
80100	B2 Environmental Inc	Technical Services	\$4,500.00
80101	Barrett John Stinson Photography	Technical Services	\$1,250.00
80102	Best Buy Business Account	Audio-Visual Materials	\$250.00
80103	Capital Business Systems, Inc	Technical Services	\$302.43
80104	Essential Personnel Inc	Cleaning Services	\$2,258.99
80105	Flyleaf Publishing, LLC	Books & Periodicals	\$2,600.81
80106	Grand Island Utilities Dept	Electricity	\$33,239.04
80107	Grand Island Utilities Dept	Utility Services	\$955.13
80108	Heartland Health Center	Professional Services	\$3,208.00
80109	Helgoths Farms	General Supplies	\$414.00
80110	Legacy Outdoor Advertising LLC	Advertising	\$700.00
80111	Prime Communications Inc	Technology Supplies	\$737.50
80112	Verizon Wireless	Distance Education and Telecommunications	\$120.03
80113	NCECBVI	Professional Education Services	\$360.00
80114	Nebraska Association Of School Boards	Employee Training and Development Services	\$6,860.00

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80115	Nebraska Association of Technology Admin	Dues and Fees	\$65.00
80116	Senior High School Petty Cash	General Supplies	\$293.25
80117	Abby Stoddard	Mileage Paid to Staff	\$30.46
80118	Academic Hallmarks LLC	Books & Periodicals	\$2,520.00
80119	Ace Hardware	General Supplies	\$365.91
80120	ACP Direct	Technology Supplies	\$640.40
80121	Advanced Water Company Inc	Technical Services	\$3,775.00
80122	Alexander Kemnitz	Mileage Paid to Staff	\$53.76
80123	Alisa Grim	Mileage Paid to Staff	\$32.25
80124	All Star Auto Glass of Grand Island	Repairs and Maintenance Services	\$279.37
80125	Allied 100 LLC	Custodial Supply Warehouse	\$2,345.00
80126	Alpha Rehabilitation PC	Professional Education Services	\$718.74
80127	Amanda Smith	Mileage Paid to Staff	\$8.33
80128	American Alliance for Innovative Systems	Employee Training and Development Services	\$1,759.50
80129	Amplify Education Inc	Books & Periodicals	\$22,019.04
80130	Amy Hanna	General Supplies	\$61.02
80131	Amy Richards	General Supplies	\$23.82
80132	Anya Covarrubias	Mileage Paid to Staff	\$37.86
80133	Apple Computer Inc	General Supplies	\$9,259.25
80134	Aramark Uniform Services	Technical Services	\$1,531.97
80135	Ashley Tomjack	Mileage Paid to Staff	\$56.84
80136	Audriana Kaelin Camacho	Mileage Paid to Staff	\$5.37
80137	Augusta Beahm	Mileage Paid to Staff	\$48.21
80138	Awards Plus	General Supplies	\$99.87
80139	Azucena Vera Chavez	Mileage Paid to Staff	\$42.33
80140	B & H Photo-Video Inc	Instructional Materials Warehouse	\$324.38
80141	Becky Gdowski	Mileage Paid to Staff	\$119.50
80142	Behavior Analysts Inc	General Supplies	\$422.05
80143	Blick Art Materials	General Supplies	\$222.64
80144	Bonnie Hinkle	Travel	\$196.43
80145	Border States Industries Inc	General Supplies	\$906.55
80146	Bosselman Energy Inc	General Supplies	\$181.90
80147	Bremer Misty	Mileage Paid to Staff	\$15.79
80148	Brenda Alberts	General Supplies	\$62.35
80149	Brenda Anderson	Mileage Paid to Staff	\$43.51
80150	Brittney Bills	Mileage Paid to Staff	\$205.62
80151	C & C Milwork Inc	General Supplies	\$231.00
80152	Cara Kuhl	Travel	\$158.76
80153	Carlos Barcenas	Travel	\$214.43
80154	Carrie Leigh Gottschalk	Employee Training and Development Services	\$500.00
80155	Catherine Davis	Mileage Paid to Staff	\$15.40
80156	CDW Government	Audio-Visual Materials	\$398.64
80157	Christine Jepson	Employee Training and Development Services	\$100.00
80158	Classroom Security Blinds LLC	General Supplies	\$595.67
80159	Communications Supply Corp	General Supplies	\$701.37
80160	Computer Hardware	Audio-Visual Materials	\$2,498.00
80161	Connie Voss	General Supplies	\$13.20
80162	Constance L Palu	Mileage Paid to Staff	\$33.60

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80163	Construction Rental	General Supplies	\$413.48
80164	Copycat Instant Printing	General Supplies	\$560.26
80165	Cory Gearhart	Travel	\$360.60
80166	Crescent Electric Supply	General Supplies	\$6,792.00
80167	Culligan of Grand Island	Technical Services	\$42.00
80168	Cydney Lounsbury	Mileage Paid to Staff	\$20.05
80169	Dan Brosz	Travel	\$196.43
80170	Dan Petsch	Mileage Paid to Staff	\$37.29
80171	Daniel Fullerton	Mileage Paid to Staff	\$53.76
80172	Daniel Phillips	Mileage Paid to Staff	\$39.20
80173	Daniela Beltran	Technical Services	\$126.00
80174	Danielle Buhrman	Mileage Paid to Staff	\$27.72
80175	Darrell Holley	Mileage Paid to Staff	\$26.88
80176	David White	General Supplies	\$17.96
80177	Dawn Deuel-Rutt	Mileage Paid to Staff	\$9.74
80178	Demco	General Supplies	\$1,160.61
80179	Denise Pedersen	General Supplies	\$80.84
80180	Eakes Office Solutions	Furniture and Fixtures	\$2,942.17
80181	EastWest Books	Books & Periodicals	\$216.41
80182	Educational Service Unit 10	Professional Education Services	\$5,171.57
80183	Educational Service Unit 9	Professional Education Services	\$17,974.23
80184	Edupoint Educational Systems LLC	Web Based Software	\$2,250.00
80185	Egan Supply Company	Custodial Supply Warehouse	\$2,536.38
80186	Elda Leticia Martinez Cruz	Mileage Paid to Staff	\$26.37
80187	Emely Martinez Zavala	Technical Services	\$81.00
80188	Engineering Technologies Inc	Buildings	\$3,710.54
80189	Erika D Wolfe	Travel	\$196.43
80190	Evan Lee	Mileage Paid to Staff	\$26.26
80191	Fastenal	General Supplies	\$76.43
80192	Follett School Solutions Inc	Books & Periodicals	\$10,386.34
80193	Fun Express LLC	General Supplies	\$189.92
80194	Grace Lueders	Employee Training and Development Services	\$25.00
80195	Grand Island Area Chamber Of Commerce	Advertising	\$150.00
80196	Grand Island Express Inc	Repairs and Maintenance Services	\$32.56
80197	Grand Island Physical Therapy	Professional Education Services	\$25,085.62
80198	Grand Island Public Schools Nutrition Sv	Food	\$1,455.52
80199	Great Plains Asbestos Control Inc	Buildings	\$29,200.00
80200	Greg Morrow	Mileage Paid to Staff	\$27.55
80201	Gustave A Larson Company	General Supplies	\$5,917.35
80202	H L Flake Co LTD	General Supplies	\$2,119.47
80203	Halli A Chramosta	Mileage Paid to Staff	\$6.04
80204	Heath McClellan	Mileage Paid to Staff	\$21.84
80205	Hesselgesser Electric	General Supplies	\$447.35
80206	Holiday Express	Student Transportation	\$610.00
80207	Holly Johnson	Mileage Paid to Staff	\$137.37
80208	Hotsy Equipment Co	General Supplies	\$292.22
80209	Insulation Systems Inc	Technical Services	\$361.00
80210	Interstate All Battery Center	General Supplies	\$277.94

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80211	IPEVO Inc	General Supplies	\$234.65
80212	Island Indoor Climate	Technical Services	\$269.00
80213	Island Sprinkler Supply	General Supplies	\$498.33
80214	Jacqueline C Proctor	General Supplies	\$61.96
80215	Jacqueline Hernandez-Marcos	Technical Services	\$42.00
80216	Jacqueline Juarez Meier	Mileage Paid to Staff	\$53.58
80217	Jami Lee Dutcher	Mileage Paid to Staff	\$51.29
80218	Jeffrey Balz	Mileage Paid to Staff	\$18.48
80219	Jennifer Hahn	Mileage Paid to Staff	\$69.94
80220	Jennifer Worthington	Mileage Paid to Staff	\$196.43
80221	Jenny Clark	General Supplies	\$96.78
80222	Jenny Lynn Rother	Mileage Paid to Staff	\$88.81
80223	Jerrys Sheet Metal	General Supplies	\$328.00
80224	JoAnn Jaros	Mileage Paid to Staff	\$44.02
80225	Johanna Vance	General Supplies	\$21.41
80226	Jon-Eric Sell	Mileage Paid to Staff	\$87.52
80227	Jonathan Doll	Travel	\$430.99
80228	Joni Mayfield	Mileage Paid to Staff	\$77.78
80229	Jordan Smith	General Supplies	\$52.95
80230	Joseph Blake West	Mileage Paid to Staff	\$74.25
80231	Joshua Hawley	Travel	\$196.43
80232	Judy Weinrich	Employee Training and Development Services	\$100.00
80233	Junior Library Guild	Books & Periodicals	\$672.00
80234	Karisa Dubbs	Mileage Paid to Staff	\$71.12
80235	Karma L Lewandowski	Mileage Paid to Staff	\$24.08
80236	Katherine Nootz	Mileage Paid to Staff	\$72.63
80237	Katie Slattery	General Supplies	\$21.08
80238	Kay L Niebuhr	General Supplies	\$34.27
80239	Kelly Supply Co	General Supplies	\$678.98
80240	Kenneth DeFrank	Mileage Paid to Staff	\$23.18
80241	Kenneth E Schroeder	Mileage Paid to Staff	\$244.43
80242	Kevin Mayfield	Technical Services	\$143.76
80243	Kevin Watson	Mileage Paid to Staff	\$11.76
80244	Kidwell Inc	Technical Services	\$3,039.00
80245	Kristen Irey	Mileage Paid to Staff	\$206.43
80246	Kristin Watson	Mileage Paid to Staff	\$10.13
80247	Krysta Huse	General Supplies	\$45.45
80248	Lakeshore Learning Materials	General Supplies	\$180.91
80249	Lana Bushhousen	General Supplies	\$132.34
80250	Laser Works	General Supplies	\$50.00
80251	Lauren Schumacher	Mileage Paid to Staff	\$5.09
80252	Learning A-Z	Web Based Software	\$1,296.00
80253	Learning Sciences International LLC	Employee Training and Development Services	\$3,500.00
80254	Leticia Acosta Lopez	Technical Services	\$36.00
80255	Lincoln's Symphony Orchestra	Miscellaneous Expenditures	\$96.00
80256	Lindsey Jurgens	Travel	\$244.43
80257	Lisa Albers	Travel	\$196.43
80258	Literacy Resources LLC	Books & Periodicals	\$92.99

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80259	Logic of English Inc	General Supplies	\$360.07
80260	Loria Thunker	Mileage Paid to Staff	\$37.41
80261	Love Signs	General Supplies	\$185.00
80262	LUNA Language Services	Professional Services	\$457.50
80263	Lynn Bender	Mileage Paid to Staff	\$6.44
80264	Margaret McManaman	General Supplies	\$22.32
80265	Maria Jacinto	Technical Services	\$120.00
80266	Marty Markvicka	Mileage Paid to Staff	\$30.18
80267	Mary Catherine Cairns	Mileage Paid to Staff	\$10.47
80268	Matt Friend Truck Equipment	General Supplies	\$1,200.00
80269	McCormicks Group LLC	Employee Training and Development Services	\$138.82
80270	Menards	General Supplies	\$64.90
80271	Meredith Davis	Mileage Paid to Staff	\$115.02
80272	Michala A Soundy	Mileage Paid to Staff	\$90.16
80273	Michelle Dorszynski	Mileage Paid to Staff	\$9.07
80274	Morgan Eihusen	Mileage Paid to Staff	\$5.04
80275	Mosaic at Bethphage Village	Professional Education Services	\$20,991.60
80276	Nathalia Garcia Castillo	Technical Services	\$96.00
80277	Nicole Marie Ninemire	Mileage Paid to Staff	\$12.32
80278	Nicole O Hara	Mileage Paid to Staff	\$54.82
80279	Nicole Zulkoski	Professional Services	\$160.00
80280	Omar Martinez Zavala	Technical Services	\$132.00
80281	One Source	Technical Services	\$1,041.00
80282	Oscar Morales	Mileage Paid to Staff	\$10.41
80283	Panchita Portillo	Mileage Paid to Staff	\$36.45
80284	Patricia Mahrt	Employee Training and Development Services	\$450.00
80285	Patricia Reyes	Employee Training and Development Services	\$100.00
80286	Preston James E	Mileage Paid to Staff	\$28.56
80287	Quentin Zeller	Mileage Paid to Staff	\$79.63
80288	Rachel Schiley	Mileage Paid to Staff	\$12.93
80289	Rafaela m Betancourt	Mileage Paid to Staff	\$15.79
80290	Rebecca Christensen	Mileage Paid to Staff	\$15.68
80291	Rebecca Duran Meyer	General Supplies	\$49.25
80292	Rosemary Gomez	Mileage Paid to Staff	\$83.88
80293	Sage Publications	Books & Periodicals	\$792.79
80294	Sandra Ellen Ponce	Mileage Paid to Parents	\$340.26
80295	Sarah K Henry	Mileage Paid to Staff	\$88.20
80296	Shelby Wallick	Mileage Paid to Staff	\$22.96
80297	Sheldon & Rush LLC	Employee Training and Development Services	\$8,500.00
80298	Shellie Meyer	General Supplies	\$58.00
80299	Stacie Faber	Mileage Paid to Staff	\$52.08
80300	Staples Business Credit	Custodial Supply Warehouse	\$3,900.00
80301	Stephanie N Frankforter	Mileage Paid to Staff	\$46.48
80302	Susan Bolan	Web Based Software	\$150.40
80303	Suyapa Gonzalez	Mileage Paid to Staff	\$56.78
80304	Tammi K Garrels	Mileage Paid to Staff	\$5.04
80305	Tawana Grover	Travel	\$602.93
80306	Teacher Synergy LLC	General Supplies	\$185.00

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80307	Teresa Goettsche	General Supplies	\$17.98
80308	The Hearing Clinic Inc	Professional Education Services	\$3,109.00
80309	The Home Depot Pro	Custodial Supply Warehouse	\$37,811.20
80310	The Mandt System, Inc	Employee Training and Development Services	\$5,092.00
80311	The Padcaster LLC	Technology Supplies	\$663.98
80312	Theresa Beck	Mileage Paid to Staff	\$108.19
80313	Therese Hulme	Mileage Paid to Staff	\$15.12
80314	Tifco Industries	General Supplies	\$6,077.80
80315	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$1,907.32
80316	Toni Palmer	Mileage Paid to Staff	\$24.64
80317	Toofast Supply	General Supplies	\$1,811.28
80318	Travas G Wright	Mileage Paid to Staff	\$23.74
80319	Troxell Communications Inc	Web Based Software	\$2,880.00
80320	Tumbleweed Press Inc	Books & Periodicals	\$479.20
80321	Uncharted Learning	Web Based Software	\$11,500.00
80322	UniFirst Corporation	General Supplies	\$427.68
80323	UniFirst Corporation	Technical Services	\$456.48
80324	UniFirst Corporation	Technical Services	\$605.10
80325	Vianey Sotelo	Employee Training and Development Services	\$100.00
80326	Voyager Sopris Learning Inc	Web Based Software	\$864.55
80327	Winsupply of Grand Island	General Supplies	\$13,146.59
80328	Yandas Music	General Supplies	\$802.22
80329	Yomary Lopez Argueta	Technical Services	\$102.00
80330	Yuliana Alvarez	Technical Services	\$141.00
80331	Zaid H Al Hamadani	Technical Services	\$48.00
80332	Ace Hardware	General Supplies	\$76.41
80333	Anthony Santoyo	Mileage Paid to Staff	\$48.10
80334	Aurora News-Register	Advertising	\$44.40
80335	Barbara Knuth	Mileage Paid to Staff	\$21.84
80336	Blanca Estela Almaguer	Mileage Paid to Staff	\$86.80
80337	Carolyn Arends	Mileage Paid to Staff	\$22.74
80338	Cash-Wa Distributing	Food	\$51,984.43
80339	Chesterman Company	Soda	\$301.52
80340	Dina Goscha	Mileage Paid to Staff	\$28.28
80341	Donald Batenhorst	Mileage Paid to Staff	\$16.30
80342	Ecolab Food Safety Specialties - Catalog	General Supplies	\$2,792.88
80343	Ekon-O-Pac LLC	Equipment	\$1,732.00
80344	EMS Linq Inc	Dues and Fees	\$336.00
80345	Evelyn R Seim	Mileage Paid to Staff	\$20.10
80346	Greenberg Fruit Company	Produce	\$13,235.52
80347	Heather Olin	Mileage Paid to Staff	\$7.06
80348	Helen Batenhorst	Mileage Paid to Staff	\$41.94
80349	Hobart	Professional Services	\$437.64
80350	Kevin Harpham	Mileage Paid to Staff	\$21.00
80351	Kris Spellman	Dues and Fees	\$107.50
80352	LeAnn Masat	Mileage Paid to Staff	\$14.11
80353	Midwest Restaurant Supply LLC	Furniture and Fixtures	\$2,100.08
80354	National Food Group Inc	Food	\$4,300.00

Grand Island Public Schools

Claims Listing

January 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80355	Pan-O-Gold Baking Co	Bread	\$1,479.74
80356	Peterson Farms Fresh Inc	Produce	\$3,897.18
80357	Serv-Pak Products Inc	General Supplies	\$297.00
80358	Suzanne Marie Amerson	Mileage Paid to Staff	\$5.04
80359	Teresa Abuwisha	Mileage Paid to Staff	\$10.08
80360	The Phonograph-Herald	Advertising	\$65.10
80361	Uline	General Supplies	\$50.53
80362	US Foods - Grand Island	Food	\$29,044.34
Wire	Hausmann Construction Inc	Buildings	\$129,422.89
Wire	BOKF, National Association	Redemption of Principal	\$511,070.02
Wire	BOKF, National Association	Interest on Long-Term Debt	\$1,281,177.05
Wire	BOKF, National Association	Interest on Long-Term Debt	\$501,392.50
Wire	BOKF, National Association	Redemption of Principal	\$308,250.00
Wire	BOKF, National Association	Redemption of Principal	\$78,312.35
Wire	BOKF, National Association	Interest on Long-Term Debt	\$13,300.00
Wire	BOKF, National Association	Redemption of Principal	\$2,674,725.00
Wire	BOKF, National Association	Redemption of Principal	\$470,752.50
Wire	BOKF, National Association	Debt Related Expenditures/Expenses	\$32,388.00
Wire	BOKF, National Association	Debt Related Expenditures/Expenses	\$26,342.25
Wire	BOKF, National Association	Debt Related Expenditures/Expenses	\$200.00
Wire	Central Nebraska Education Agency	Rentals of Land & Buildings	\$49,999.99
Wire	Holiday Express	Student Transportation	\$176,238.88
		December Claims	<u>\$7,505,060.57</u>
		December 15, 2021 Payroll	<u>\$8,403,682.30</u>
			<u><u>\$15,908,742.87</u></u>

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

**STAFF ADJUSTMENT
January 13, 2022**

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>
Holly Castonguay	Kindergarten/1.0 FTE/Dodge	01/03/22	BA+36 -06	UNL	R. Hillman
Hector Cerda	Mathematics/1.0 FTE/Barr	01/03/22	BA-06	Instituto Technologico de Ciudad Juarez	J. Slattery
Rachel Chiles	English Language Arts/1.0 FTE/Senior High	01/03/22	MA-02	Baptist Bible College	A. Pruss
Cheyenne Huddleston	First Grade/1.0 FTE/Gates	01/03/22	BA-02	University of Central Oklahoma	A. Schley
Allison Jonak	English/1.0 FTE/Senior High	01/03/22	BA-03	NE Wesleyan University	J. Kuebler
Jaehyun Kim	Aviation Instructor/1.0 FTE/ Senior High	12/15/21	BA-04	UNK	T. Norris
Travis Minne	Science/1.0 FTE/Senior High	01/03/22 -05/23/22	BA-04	UNK	L. Borer/ Temporary Contract
Indy Smith	Mathematics/1.0 FTE/Walnut	01/03/22 -05/23/22	BA-02	UNK	K. Madison/ Temporary Contract
Makenna Taylor	English Language Arts/ 1.0 FTE/ Westridge	01/03/22	BA-02	Concordia University	A. Brummel

Certified New Hires (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Tannor Tobler	English Language Learner/ .63 FTE/Dodge/.37 FTE/ Engleman	01/03/22	BA-02	Concordia University	Part of T. Ruybalid & J. Taylor's FTE
Azucena Vera Chavez	Spanish/1.0 FTE/Senior High	01/03/22	BA-07	Universidad de Guadalajara	L. Fernandez Ruiz
Tatiana Young	Art/1.0 FTE/Walnut	01/03/22	BA-02	Hastings College	W. Cavill

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Michelle Irvine	FCCLA Sponsor/Senior High	08/05/21	Approved by Board
Preston Johnson	MS Assistant Wrestling/Walnut	12/13/21	C. Dubbs

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Dawn Bell	Head Cook/CNC	1.0	11/30/21	S. Hansen

Classified New Hires (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Ramona Burry	Satellite Truck Driver/CNC	.50	11/30/21	D. Batenhorst
Carmen Cabrales	Nutrition Services Assistant/Walnut	.50	11/30/21	S. Chitic
Samuel Goscha	Satellite Truck Driver/CNC	.94	12/15/21	D. Black
Jaime Ortiz-Chavez	IT Technician/Senior High	1.0	11/30/21	A. Lechner
Linda Remmenga	Assistant Custodian/Engleman	.50	12/13/21	S. Avila
Elizabeth Sinner	Assistant Custodian/Lincoln	1.0	11/08/21	J. Mathiessen
Angela Velasquez	Satellite Clerk/Seedling Mile	.38	12/15/21	R. Parsons
Nancy Vera	Preschool Paraeducator/O'Connor Learning Center	1.0	12/09/21	J. Cardoza
Julia Watson	Special Education Paraeducator/Lincoln	.94	01/03/22	J. Barrios
Samantha Williams	Skills Academy Paraprofessional/Dodge	.94	11/30/21	C. Gits
David Witherspoon	Assistant Custodian/Senior High	1.0	12/13/21	J. Moreno

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Becky Gdowski	Speech Language Pathologist/.8123 FTE/ Home Based Centerbased Primary Coach (Birth-5)	Personal	07/14/22

Certified Resignations (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Shellie Meyer	Third Grade/1.0 FTE/Dodge	Retirement	05/23/22
Maureen Oman	Elementary Principal/1.0 FTE/Lincoln	Retirement	08/15/22
Carolyn Wetzel	Fifth Grade/1.0 FTE/West Lawn	Retirement	05/23/22

Certified Extra Standard Resignations

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

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Jennifer Barrios	Special Education Paraeducator/.94 FTE/Lincoln	Personal	12/17/21
Shawn Basnett	Technical Support Specialist/1.0 FTE/Senior High	Personal	12/17/21
Donald Batenhorst	Satellite Truck Driver/.38 FTE/CNC	Retirement	12/16/21
Kaile Billinger	Paraeducator/1.0 FTE/Seedling Mile	Termination	11/19/21

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Ramona Burry	Satellite Truck Driver/.50 FTE/CNC	Personal	12/07/21
Brenda Bykerk	Special Education Paraeducator/.94 FTE/West Lawn	New Position	11/19/21
Peggy Christensen	Assistant Secretary/1.0 FTE/Senior High	Retirement	01/03/22
Elizabeth Dethloff	Transportation Mechanic Coordinator/1.0 FTE/ Admin. Bldg.	Personal	12/28/21
Crystal Fenster	Paraeducator/.94 FTE/Wasmer	Termination	11/19/21
David Krolikowski	Yard Worker/1.0 FTE/Admin. Bldg.	End of Season	11/19/21
Hannah Neisner	Skills Academy Paraprofessional/.94 FTE/Westridge	Termination	11/05/21
Johnny Orosco	Yard Worker/1.0 FTE/Admin. Bldg.	End of Season	12/22/21
Marlene Torres	Bilingual Paraeducator/1.0 FTE/West Lawn	New Position	12/15/21
David Witherspoon	Assistant Custodian/1.0 FTE/Senior High	Personal	12/16/21

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
NONE				

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
NONE				

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Julissa Aranda	Paraeducator/.75 FTE/ Noon Recess Monitor/ .06 FTE/Lincoln	Paraeducator/.88 FTE/ Noon Recess Monitor/ .06 FTE/Lincoln	12/05/21	Student need
Tammy Armstrong	Paraeducator/.88 FTE/ Engleman	Paraeducator/1.0 FTE/Seedling Mile	01/05/22	K. Billinger
Beth Barlow	Paraeducator/.56 FTE/ Noon Monitor/.25 FTE/Starr	Paraeducator/.69 FTE/Noon Monitor/.25 FTE/Starr	12/05/21	Student need
Trina Corretjer	Nutrition Services Assistant/ .81 FTE/Barr	Nutrition Services Assistant/ .94 FTE/Barr	01/05/22	Student need
Nancy Petzoldt	Head Food Server/.63 FTE/ Assistant Custodian/.25 FTE/ Shoemaker	Head Food Server/.22 FTE/ Assistant Custodian/.25 FTE/ Shoemaker	12/17/21	Employee request
Carlota Rabanales	Nutrition Services Assistant/ .56 FTE/O'Connor Learning Center	Nutrition Services Assistant/ .31 FTE/Preschool Paraeducator/.50 FTE/ O'Connor Learning Center	11/29/21	Y. Citalan Ardrade
Kimberly Randolph	Nutrition Services Assistant/ 1.0 FTE/CNC	Head Food Server/.84 FTE/ Gates	11/29/21	R. Harding

Classified Changes (cont.)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Fatoma Rashid	Nutrition Services Assistant/ .50 FTE/CNC	Nutrition Services Assistant/ 1.0 FTE/CNC	11/29/21	K. Randolph
Angela Rodriguez	Paraeducator/.47 FTE/ Jefferson	Paraeducator/.47 FTE/ Special Education Paraeducator/.47 FTE/ Jefferson	01/03/22	Part of I. Curry's FTE
Trudy Smith	Assistant Custodian/1.0 FTE/ Barr	Custodian Night Supervisor/ 1.0 FTE/Barr	11/30/21	Promotion

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

Grand Island Public Schools

Fund Balances

Fiscal Year: 2020-2021

Month: January

Year: 2022

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	\$119,399,122.52	(\$120,597,279.18)	\$0.00	\$24,932,745.89
02	Depreciation	\$1,467,189.42	\$905,424.77	(\$1,371,167.08)	\$0.00	\$1,001,447.11
03	Employee Benefit	\$3,109,831.94	\$13,168.32	(\$11,287.19)	\$0.00	\$3,111,713.07
04	Contingency	\$1,056,207.38	\$12,016.13	\$0.00	\$0.00	\$1,068,223.51
05	Activities	\$2,090,257.79	\$2,547,173.02	(\$2,158,348.13)	\$0.00	\$2,479,082.68
06	School Nutrition	\$1,105,134.25	\$6,577,865.26	(\$5,760,337.39)	\$0.00	\$1,922,662.12
07	Bond	\$7,134,429.57	\$6,342,904.90	(\$6,187,275.65)	\$0.00	\$7,290,058.82
08	Special Building	\$4,679,204.68	\$855,979.86	(\$3,214,385.20)	\$0.00	\$2,320,799.34
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$2,442,640.55	(\$2,188,118.20)	\$0.00	\$1,103,543.62
10	Cooperative	\$807,128.39	\$444,806.72	\$0.00	\$0.00	\$1,251,935.11
Grand Total:		\$48,429,307.24	\$139,541,102.05	(\$141,488,198.02)	\$0.00	\$46,482,211.27

End of Report

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 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 the Board of Education shall be employed by the Grand Island Public Schools.**

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: 07.08.2021
Policy Revised: ???.???

8312 EXCESSIVE ABSENTEEISM

The Grand Island Public Schools strongly advocates that regular attendance is essential for all students to obtain maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary and unavoidable absence. ~~Students shall attend school unless excused by the principal or designee.~~ This policy, developed in collaboration with the county attorney, is written to address the problem of excessive absenteeism.

Excessive absenteeism is the failure to attend school for the minimum number of days established in the school calendar by the board. The Grand Island Public Schools sets the minimum number of days at 95% of days that the student's school is open and in session.

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

If any student has accumulated absences of a total of more than 5% of the days, or the hourly equivalent, of the current required attendance days for the previous and current semester, the school shall render all services in its power to compel the student's attendance. These services include but are not limited to the following:

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. A meeting or meetings between the building administrator (school attendance officer) or designee, and/or school social worker, the student's parent/guardian and the student (if necessary) to develop a plan to solve the excessive absenteeism problem

The plan shall consider but not be limited to:

- a. Determine if illness is related to physical, mental, or behavioral health of the child (verified by appropriate documentation);
- b. Educational counseling to explore curriculum changes such as alternative educational programs to solve the excessive absenteeism problem;
- c. Educational evaluation to assist in determining the specific condition(s) contributing to the excessive absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
- d. Investigation of the problem by a school social worker (or principal or administrative staff member) to identify conditions contributing to the excessive absenteeism problem. If services for the student and student's family are determined to be needed, ~~such as economic services, student wellness services, community services, and/or referral for restorative justice practices,~~ the investigator shall meet with the parent/guardian and child to discuss any referral to appropriate agencies to remedy the conditions.

If the parent/guardian refuses to participate in such meeting, the refusal will be documented in the child's attendance records.

~~Students are subject to disciplinary action for excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.~~

GRAND ISLAND PUBLIC SCHOOLS

7310 STANDARDS ADOPTION

The Grand Island Public Schools recognizes that the curriculum of the school district must be organized in such fashion as to provide and insure equitable opportunities for students of different aptitudes, personality characteristics, and viewpoints. Standards based education is critical to teaching and learning and must provide measurable quality academic content standards by the dates specified in Part 004 of Rule 10 that are the same as, equal to, or more rigorous than the adopted state standards of the Nebraska Department of Education.

The Board of Education may vote to adopt the academic content standards recommended by the State Board of Education (“State Board”).

If the Board of Education does not affirmatively vote to adopt an academic content standard recommended by the State Board, then the Board of Education will adopt a standard equal to or excess in rigor of the standard recommended by the State Board.

The district Leadership for Learning Team shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

The superintendent or designee shall be responsible for implementing standards based education to include collecting, interpreting, and sharing data to identify the district's curriculum needs. This data will also guide long-range curriculum planning and program development.

~~The above mentioned standards include the English Language Arts Standards (2014), Mathematics Standards (2015), Science Standards (2017), and Social Studies Standards (2012) as approved by NDE. Any changes from the specific standards as approved by NDE in these four areas will be approved by the GIPS Board of Education.~~

It shall be the responsibility of the superintendent or designee to inform the board of necessary curriculum changes and revisions and, if needed, to develop administrative regulations for curriculum development and recommendations to the board.

Legal Reference: NDE Rule 10
 Neb.Rev.Stat. §§ 79-760 to 79-760.05
 20 U.S.C. § 1232h (1994).
 34 C.F.R. Pt. 98 (1996).

Policy Adopted 3-5-84
Policy Reviewed: 7-10-03
Policy Revised: 10.14.
Policy Revised: 11.14.2011
Policy Revised: 11.12.2015
Policy Revised: 04.11.2019
Policy Revised: ???.???.??



AIA[®] Document B102[™] – 2017

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

AGREEMENT made as of the Twenty-Fifth day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hall County School District 2
Grand Island Public Schools
123 S. Webb Road
PO Box 4904
Grand Island, Nebraska 68802

and the Architect:
(Name, legal status, address and other information)

Cannon Moss Brygger & Associates, PC
d/b/a CMBA Architects
208 N. Pine Street, Suite 301
Grand Island, Nebraska 68801

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

GI21128 GIPS – GATES Elementary Addition & Renovation
2700 W Louise Street
Grand Island, Nebraska 68803

Addition and renovation of GATES Elementary School consisting of new cafeteria and commons, kitchen, administration area, and classroom space.

The Owner and Architect agree as follows.

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

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

TABLE OF ARTICLES

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

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

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

James R. Brisnehan
CMBA Architects
(see address above)
Ph: 308-384-4444
Email: brisnehan.j@cmbaarchitects.com

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

Init.

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§ 1.5.1 Commercial General Liability with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) for each occurrence and Five Hundred Thousand Dollars (\$ 500,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

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.

§ 2.2 The Owner identifies the following 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.

(List name, address, and other contact information.)

Dan Petsch, Director of Building and Grounds
Grand Island Public Schools
(see address above)
Ph: 308-385-5900
Email: dpetsch@gips.org

§ 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 services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 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.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 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.

§ 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 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 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 authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 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 A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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.

§ 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.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

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

§ 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.

§ 4.4 The provisions of this Article 4 shall survive the termination of 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 services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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.

Init.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, 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:

Six Point Four-Nine Percent (6.49%) of the Work.

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 Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable architect staff costs at standard billing rates for the Architect's time spend in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this agreement or any earlier termination by either party.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; (CONSTRUCTION DOCUMENTS ONLY)
- .5 Postage, handling and delivery; (CONSTRUCTION DOCUMENTS ONLY)
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 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 Zero percent (0.00 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

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

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days

Init.

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.)

One Percent Per Month (1.0 %) per annum.

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

§ 6.3.2.3 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

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

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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

§ 8.2 Causes of action between the parties of 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; 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.

§ 8.3 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.

Init.

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 the Owner and Architect.

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

- .1 AIA Document B102–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B201–2017, Form of Architect's Services
(Insert the date of the E203–2017 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)


 - Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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

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

OWNER *(Signature)*

Bonnie Hinkle, Board President
(Printed name and title)



ARCHITECT *(Signature)*

James R. Brisnehan, Principal Architect
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B102™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:17:39 ET on 11/04/2021.

PAGE 1

AGREEMENT made as of the Twenty-Fifth day of October in the year Two Thousand Twenty-One

...

Hall County School District 2
Grand Island Public Schools
123 S. Webb Road
PO Box 4904
Grand Island, Nebraska 68802

...

Cannon Moss Brygger & Associates, PC
d/b/a CMBA Architects
208 N. Pine Street, Suite 301
Grand Island, Nebraska 68801

...

GI21128 GIPS – GATES Elementary Addition & Renovation
2700 W Louise Street
Grand Island, Nebraska 68803

Addition and renovation of GATES Elementary School consisting of new cafeteria and commons, kitchen, administration area, and classroom space.

PAGE 2

James R. Brisnehan
CMBA Architects
(see address above)
Ph: 308-384-4444
Email: brisnehan.j@cmbaarchitects.com

PAGE 3

§ 1.5.1 Commercial General Liability with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) for each occurrence and Five Hundred Thousand Dollars (\$ 500,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

...

Dan Petsch, Director of Building and Grounds
Grand Island Public Schools
(see address above)
Ph: 308-385-5900
Email: dpetsch@gips.org

PAGE 5

Litigation in a court of competent jurisdiction
PAGE 7

One year from the date of Substantial Completion

...

Basic Services Fee:

Six Point Four-Nine Percent (6.49%) of the Work.

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 Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable architect staff costs at standard billing rates for the Architect's time spend in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this agreement or any earlier termination by either party.

PAGE 8

.1 Transportation and authorized out-of-town travel and subsistence; (CONSULTANTS ONLY)

~~.2—Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

~~.4 Printing, reproductions, plots, and standard form documents; (CONSTRUCTION DOCUMENTS ONLY)~~

~~.5 Postage, handling and delivery; (CONSTRUCTION DOCUMENTS ONLY)~~

~~.6—Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

...

~~.10—Site office expenses;~~

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

...

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

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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.

PAGE 9

~~%—One Percent Per Month (1.0 %) per annum.~~

PAGE 10

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

§ 8.2 Causes of action between the parties of 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; 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.

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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.

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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.

PAGE 11

- .1 AIA Document ~~B102TM 2017~~, B102-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document ~~E203TM 2013~~, Building Information Modeling and Digital Data Exhibit, dated as indicated below: B201-2017, Form of Architect's Services
(Insert the date of the ~~E203-2013~~-E203-2017 incorporated into this Agreement.)

...

Bonnie Hinkle, Board President

James R. Brisnehan, Principal Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:17:39 ET on 11/04/2021 under Order No. 2726162089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document B102[™] – 2017

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

AGREEMENT made as of the Twenty-Fifth day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hall County School District 2
Grand Island Public Schools
123 S. Webb Road
PO Box 4904
Grand Island, Nebraska 68802

and the Architect:
(Name, legal status, address and other information)

Cannon Moss Brygger & Associates, PC
d/b/a CMBA Architects
208 N. Pine Street, Suite 301
Grand Island, Nebraska 68801

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

GI21127 GISH Additions and Renovations
2124 N Lafayette Ave
Grand Island, Nebraska 68803

Addition and renovation of Grand Island Senior High School consisting of expansions and renovations to existing band room, cafeteria, main east entry, main west entry and adjoining spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

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

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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 identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

James R. Brisnehan
CMBA Architects
(see address above)
Ph: 308-384-4444
Email: brisnehan.j@cmbaarchitects.com

§ 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 until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) for each occurrence and Five Hundred Thousand Dollars (\$ 500,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

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.

§ 2.2 The Owner identifies the following 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.
(List name, address, and other contact information.)

Dan Petsch, Director of Building and Grounds
Grand Island Public Schools
(see address above)
Ph: 308-385-5900
Email: dpetsch@gips.org

§ 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 services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 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.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 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.

§ 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 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 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 authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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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 A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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.

§ 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.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

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

§ 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.

Init.

§ 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.

§ 4.4 The provisions of this Article 4 shall survive the termination of 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 services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 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 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, 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:

Seven and Point Zero Seven Percent (7.07%) of the Work.

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 Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable architect staff costs at standard billing rates for the Architect's time spend in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this agreement or any earlier termination by either party.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; (CONSTRUCTION DOCUMENTS ONLY)
- .5 Postage, handling and delivery; (CONSTRUCTION DOCUMENTS ONLY)
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 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 Zero percent (0.00 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

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

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days

Init.

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.)

One Percent Per Month (1.0 %) per annum.

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

§ 6.3.2.3 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

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

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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

§ 8.2 Causes of action between the parties of 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; 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.

§ 8.3 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 the Owner and Architect.

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

- .1 AIA Document B102–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B201–2013, Form of Architect’s Services
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

 - Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- .4 Other documents:
(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)

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

OWNER *(Signature)*

Bonnie Hinkle, Board President
(Printed name and title)



ARCHITECT *(Signature)*

James R. Brisnehan, Principal/Architect
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B102™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:15:01 ET on 10/27/2021.

PAGE 1

AGREEMENT made as of the Twenty-Fifth day of October in the year Two Thousand Twenty-One

...

Hall County School District 2
Grand Island Public Schools
123 S. Webb Road
PO Box 4904
Grand Island, Nebraska 68802

...

Cannon Moss Brygger & Associates, PC
d/b/a CMBA Architects
208 N. Pine Street, Suite 301
Grand Island, Nebraska 68801

...

GI21127 GISH Additions and Renovations
2124 N Lafayette Ave
Grand Island, Nebraska 68803

...

Addition and renovation of Grand Island Senior High School consisting of expansions and renovations to existing band room, cafeteria, main east entry, main west entry and adjoining spaces.

PAGE 2

James R. Brisnehan
CMBA Architects
(see address above)
Ph: 308-384-4444
Email: brisnehan.j@cmbaarchitects.com

PAGE 3

§ 1.5.1 Commercial General Liability with policy limits of not less than Five Hundred Thousand Dollars (\$ 500,000) for each occurrence and Five Hundred Thousand Dollars (\$ 500,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

...

Dan Petsch, Director of Building and Grounds
Grand Island Public Schools
(see address above)
Ph: 308-385-5900
Email: dpetsch@gips.org
PAGE 5

[X] Litigation in a court of competent jurisdiction
PAGE 7

[X] One year from the date of Substantial Completion

...

Basic Services Fee:

Seven and Point Zero Seven Percent (7.07%) of the Work.

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 Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable architect staff costs at standard billing rates for the Architect's time spend in efforts to collect. This obligation of the Owner to pay the Architect's collection costs shall survive the term of this agreement or any earlier termination by either party.

PAGE 8

- .1 Transportation and authorized out-of-town travel and subsistence; (CONSULTANTS ONLY)
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

- .4 Printing, reproductions, plots, and standard form documents; (CONSTRUCTION DOCUMENTS ONLY)
- .5 Postage, handling and delivery; (CONSTRUCTION DOCUMENTS ONLY)
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

...

- ~~.10 Site office expenses;~~

...

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

...

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

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 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.

PAGE 9

~~% One Percent Per Month (1.0 %) per annum.~~

PAGE 10

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

§ 8.2 Causes of action between the parties of 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; 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.

§ 8.3 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.

PAGE 11

- .1 AIA Document ~~B102™~~ 2017, ~~B102-2017~~, Standard Form Agreement Between Owner and Architect
- .2 AIA Document ~~E203™~~ 2013, ~~Building Information Modeling and Digital Data Exhibit~~, dated as indicated below: ~~B201-2013~~, Form of Architect's Services

...

Bonnie Hinkle, Board President

James R. Brisnehan, Principal/Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:15:01 ET on 10/27/2021 under Order No. 2726162089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



A young woman with long blonde hair, wearing a light beige hoodie and black leggings, stands on the far left of the group.

A young man with glasses and a blue face mask, wearing a grey hoodie and grey sweatpants, stands next to the first student. He is also wearing a shiny, silver tie.

A young woman with long blonde hair, wearing a grey and black hoodie and black leggings, stands in the middle of the group. She is wearing purple Crocs.

A young woman with long dark hair, wearing a light blue hoodie and black leggings, stands next to the third student. She is wearing white sneakers.

A young man with dark hair, wearing a grey and black Nike windbreaker and grey sweatpants, stands next to the fourth student. He is wearing white sneakers.

A young man with dark hair, wearing a red hoodie with "NEBRASKA WILDCATS" and "NIKE AIR" printed on it, and black leggings, stands next to the fifth student. He is wearing black sneakers.

A young man with dark hair, wearing a red hoodie with "NIKE AIR" printed on it and black camouflage pants, stands on the far right of the group. He is wearing black Nike sandals.





The Islander Staff

If you have a story idea and would like to contact our staff, please send them an email through the school email.



Jackie Ruiz, Editor



Blanca Hernandez,
Reporter



Nancy Morales, Reporter



Trevor Andrews, Reporter



Emilia Rojo-Hayman,
Reporter



Ayla Strong, Reporter

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: Provide funds to startup the ESports extra curricular activities for Grand Island Senior High students

Submitted By: Mr. Cory Gearhart and Mr. Benjamin Marten

Date: 11/19/2021

1. What is the identified need?

Providing a quality extracurricular activity for students who are not interested or able to participate in traditional sports

2. Administrative Rationale for BOE Agenda Item

We know how beneficial sports are to our students. Many athletes are also interested in video games, however, the target audience of e-sports are the students that are not interested in sports, and will never participate on an athletic sport team.

3. Proposed Action

Purchase capital equipment to start up and run an ESports after school program.

4. Data/Research Assessed

- <https://hir.harvard.edu/esports-part-1-what-are-esports/>
- https://resources.newzoo.com/hubfs/Reports/Newzoo_2018_Global_Esports_Market_Report_Excerpt.pdf?submissionGuid=b655872f-663d-4b81-80a4-5fb99aef5f2b
- https://www.nfhs.org/media/1020194/parents_esports_guide.pdf
- <https://www.viewsonic.com/library/education/esports-schools-good/>
- <https://www.nfhs.org/articles/the-case-for-high-school-activities/#chapter1>
- <https://www.viewsonic.com/library/entertainment/is-esports-sport/>
- <https://www.roundhillinvestments.com/research/esports/esports-viewership-vs-sports>
- <https://onlinegrad.syracuse.edu/blog/esports-to-with-traditional-sports/>
- https://www.espn.com/esports/story/_/id/24062274/overwatch-league-comes-espn-disney-abc
- <https://www.nasef.org/resources/parents/>
- https://educause.zoom.us/rec/play/u3jwDnSWn0WuffF5GxE29f-I2y2PqBicLv2melz0KflPZXqWmDffge8s6EyX9oHi6LGcoiocyDFYj2MN.L_j77SG9EbDxc-JO?continueMode=true&_x_zm_rtai d=qEuhrEw6SoaSX401z16jwA.1633721847142.31bd790bc17e4a51427b13683395fdda&_x_z m_rhtaid=287
- <https://dotesports.com/news/i-got-trained-by-a-professional-league-of-legends-coach-and-here-s-what-i-learned>
- <https://www.eduporium.com/blog/high-school-esports-benefits-and-starting-an-esports-team/>

- <https://stemtropolis.com/benefits-of-esports-in-schools/>

5. Stakeholder Group(s) Involved

GISH, Success Academy

6. Summary

Teens are all about gaming. In 2018, the Pew Research Center reported that 97% of teen boys and 83% of teen girls played video games. Some of these teens are involved in school sports and clubs. Many, however, are not. By offering esports as an extracurricular activity, schools reach students who often are otherwise disengaged from the school community.

7. Fiscal Impact

Amount: Capital Equipment Expenses: \$69,016
Extra Standard Assignment to be analyzed and approved using our normal process this spring.

Source: Capital Equipment: ESSER III ELO programming.

Details:

Item	Quantity	Cost	Total
Omen Computers	22	\$1,979.00	\$43,538.00
Omen Monitors	22	\$275.00	\$6,050.00
Omen Headsets	22	\$71.00	\$1,562.00
HyperX Keyboards	22	\$99.00	\$2,178.00
HyperX Mice	22	\$55.00	\$1,210.00
Mousepads XL	22	\$30.00	\$660.00
Purple Chairs	22	\$319.00	\$7,018.00
Game Accounts	100	\$20.00	\$2,000.00
New Switch	1	\$4,800.00	\$4,800.00

8. Person(s) Responsible for Implementation

Cory Gearhart
Benjamin Marten
Ken DeFrank

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:

Timeline:	Purchase equipment December 2021 Setup, Install equipment March 2022 Begin Club April 2022
------------------	--

▲ Board or Committee Report/Follow-Up

Actions:	Follow-up with a report for the F&F committee in 1 year.
Date for follow up:	December 2022

GIPS Competitive E-Sports



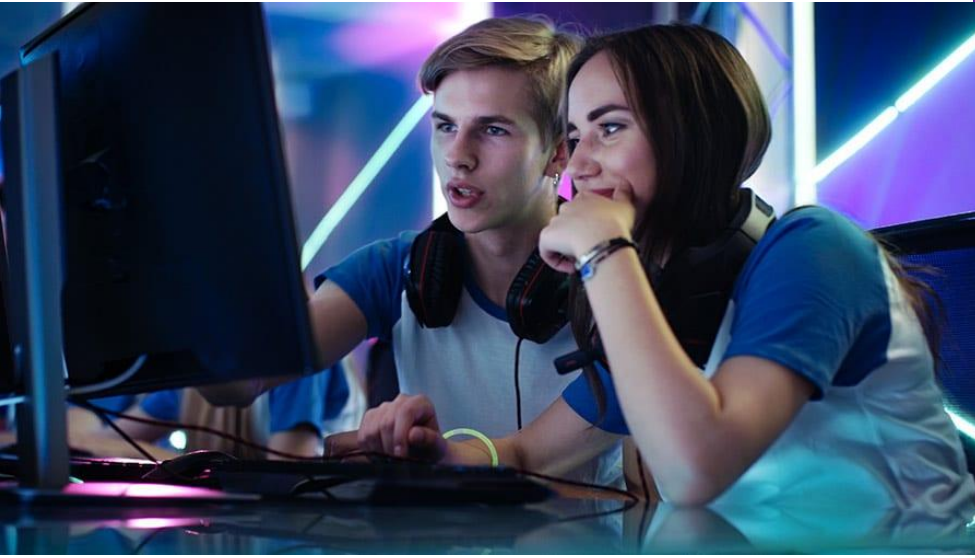
What are E-Sports?



Is it a sport?



Connecting students to the School Community



Teens are all about gaming. In 2018, the Pew Research Center reported that **97% of teen boys and 83% of teen girls played video games**. Some of these teens are involved in school sports and clubs. Many, however, are not. By offering esports as an extracurricular activity, schools reach students who often are otherwise disengaged from the school community.

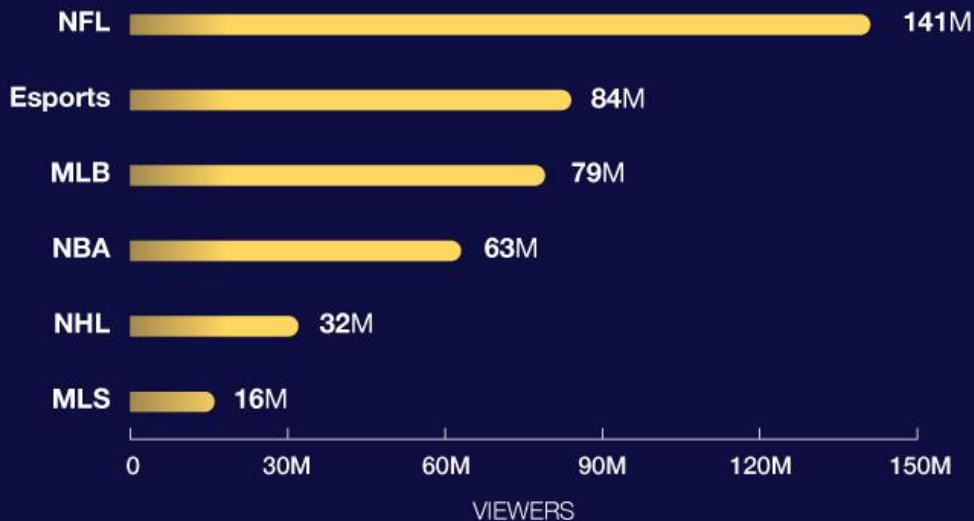
“ Viewership of traditional sports is declining, while that of esports is skyrocketing. The boom is so significant that almost every major popular video game on the market currently has some type of pseudo-professional circuit (yes, even Farming Simulator 2019).”

-[Harvard International Review 2020](#)

ESPORTS VIEWERS IN THE UNITED STATES



In the U.S., esports will have more viewers than every professional sports league but the NFL by 2021.



Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>

Created by MBA@Syracuse, Syracuse University's online MBA program

100 million

The League of Legends World Championship in 2019 was a record-breaking esports event, boasting over 100 million viewers. In comparison, the Super Bowl that same year had 100.7 million viewers across the NFL's digital properties and CBS.

Equity






We know how beneficial sports are to our students. Many athletes are also interested in video games, however, the target audience of e-sports are the students that are not interested in sports, and will never participate on an athletic sport team.

Activities Foster Success in Later Life. Participation in high school activities is often a predictor of later success – in college, a career and becoming a contributing healthy member of society.

Join Other High Schools

More than 40 other high schools in Nebraska participate in E-Sports

More than 1500 High School E-sports organizations around the country.

	Fremont	Seth Nickolaison	seth.nickolaison@fpsmail.org
	Gering	Rick Marez	rmarez@geringschools.net
	Grand Island Northwest	Matt Hinkel	mhinkel@ginorthwest.org
	Gretna	Kim Ingraham-Beck Jacob Klein Ian Meador	kingraham@gpsne.org jklein@gpsne.org imeador@gpsne.org
	Hay Springs	Larel Reimann Melissa Sommerville	larel.reimann@hshawks.com melissa.sommerville@hshawks.com

E-Sports is not just 'playing video games'

- Professional E-Sport players get the same visa when coming to the United States as any sport athlete
- There are more than 100 Colleges around the nation offering scholarships for e-sport players worth more than \$16 Million combined
- Within the E-Sport umbrella there are a number of career opportunities and ways to become college and career ready
- It takes an amazing amount of talent, practice, stamina, and intelligence to participate competitively
- E-sports have identical *social* benefits to athletic sports, and often include a number of students that would never try out for an athletic sport

E-Sports and Soft Skills

More than just the game

- Working with others
 - Social Skills
 - Strategic thinking and planning
 - Managing success and failure
 - Time management
 - Pro-Social values
-

Not 'just' video games

A professor studying the impact of e-sports on STEM and Academics generally



Not ‘just’ video games

A journalist experiences coaching
by an e-sport professional

“In closing, Nico shared the “full scope” of the coaching he gives players if they want to reach Challenger or higher—and it’s truly comprehensive. Diet, exercise, and more are included, and in esports, that’s only becoming more and more common...”

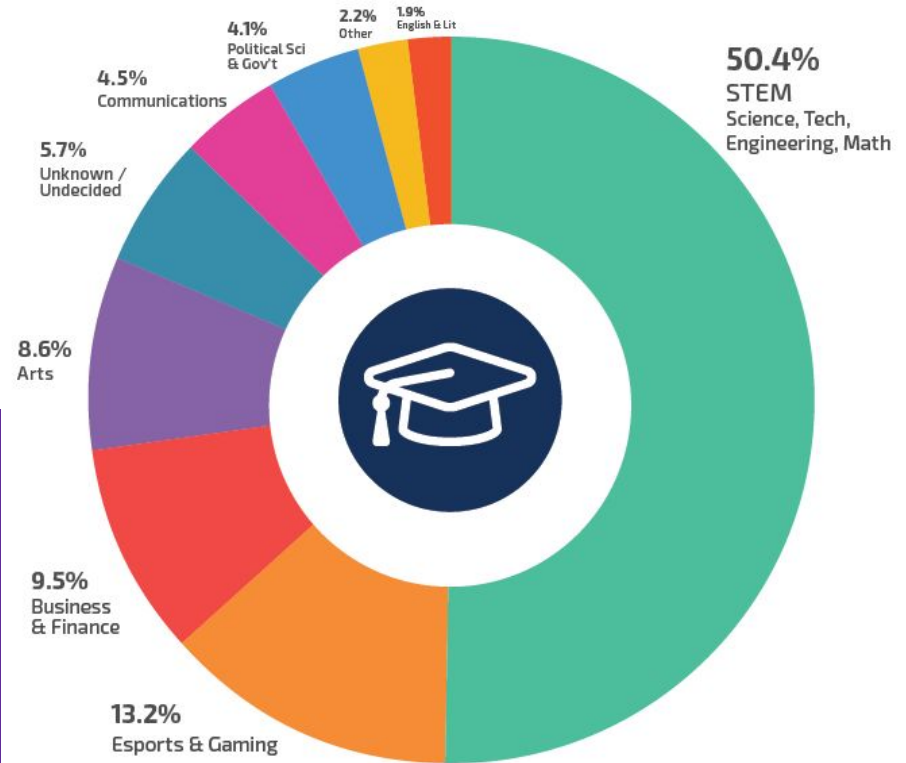
E-Sports and STEM



College and Career Ready

Colleges offer scholarships to recruit e-sport players

Study Preferences of Aspiring Esports Players Seeking Collegiate Esports Scholarships



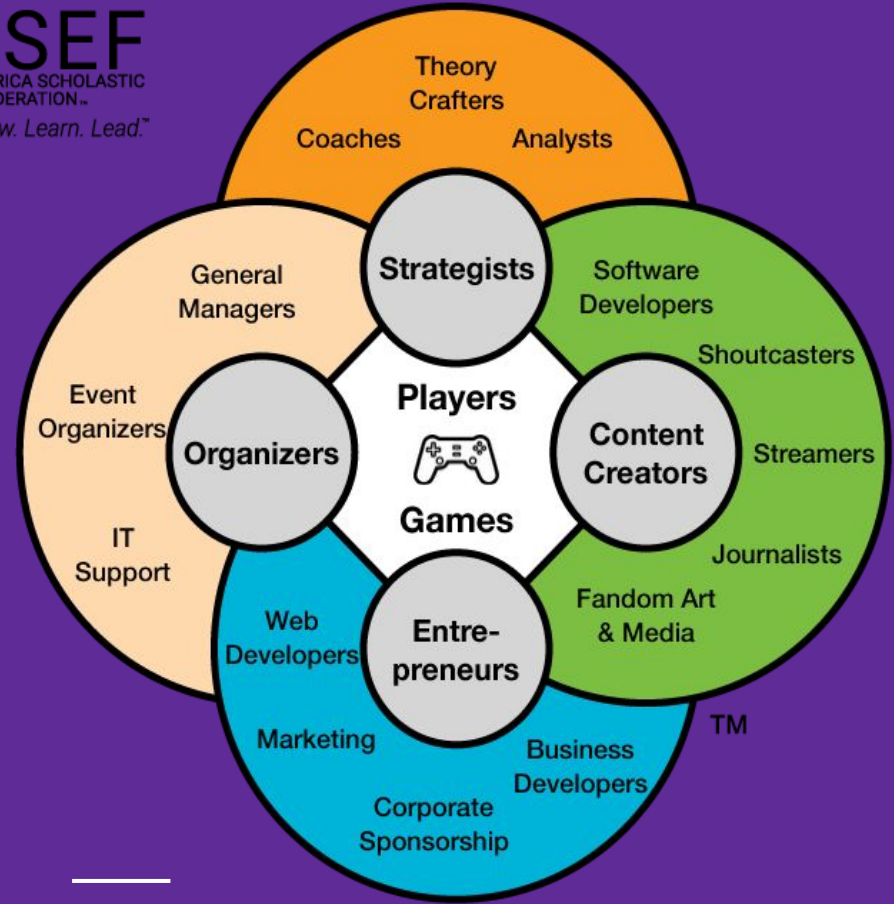
The Correlation Between Esports and Desired College Majors. February 4, 2020
Shawn Smith - <https://gyo.gg/article/correlation-between-esports-and-education-majors/>





NASEF
NORTH AMERICA SCHOLASTIC
ESPORTS FEDERATION
Game. Grow. Learn. Lead.™

Not just the Players



Resources

- <https://hir.harvard.edu/esports-part-1-what-are-esports/>
- https://resources.newzoo.com/hubfs/Reports/Newzoo_2018_Global_Esports_Market_Report_Excerpt.pdf?submissionGuid=b655872f-663d-4b81-80a4-5fb99aef5f2b
- https://www.nfhs.org/media/1020194/parents_esports_guide.pdf
- <https://www.viewsonic.com/library/education/esports-schools-good/>
- <https://www.nfhs.org/articles/the-case-for-high-school-activities/#chapter1>
- <https://www.viewsonic.com/library/entertainment/is-esports-sport/>
- <https://www.roundhillinvestments.com/research/esports/esports-viewership-vs-sports>
- <https://onlinegrad.syracuse.edu/blog/esports-to-with-traditional-sports/>
- https://www.espn.com/esports/story/_/id/24062274/overwatch-league-comes-espn-disney-abc
- <https://www.nasef.org/resources/parents/>
- https://educause.zoom.us/rec/play/u3jwDnSWn0WuftF5GxE29f-l2y2PqBicLv2melz0KflPZXqWmDffge8s6EyX9oHi6LGcioicyDFYj2MN.L_j77SG9EbDxc-JO?continueMode=true&xzm_rtaid=qEuhrEw6SoaSX401z16jwA.1633721847142.31bd790bc17e4a51427b13683395fdda&xzm_rhtaid=287
- <https://dotesports.com/news/i-got-trained-by-a-professional-league-of-legends-coach-and-heres-what-i-learned>
- <https://www.eduporium.com/blog/high-school-esports-benefits-and-starting-an-esports-team/>
- <https://stemptropolis.com/benefits-of-esports-in-schools/>
-



Angela Amack
Legislative Consultant
1512 Skyline Drive
Lincoln, NE 68506
402-430-1869
angelaamack@gmail.com

November 29, 2021

To: Dr. Tawana Grover
Grand Island Public Schools

From: Angela Amack
Legislative Consultant

It is my understanding that I will be representing Grand Island Public Schools on matters of interest before the Nebraska Unicameral during the 2022, 2023 and 2024 calendar years. It is further my understanding that the fee for my services will be \$36,361 in 2022, \$37,452 in 2023 and \$38,576 in 2024 plus an annual lobby registration fee that is determined by the Legislature. Annually, the fee will be payable in four quarterly payments. Payments will be due on the first of each month of January, April, July and October. It is also my understanding that actual and necessary expenses incurred by myself shall be included as part of the compensation noted above. Finally, if a conflict between clients should arise and cannot be resolved on a specific matter, it will be resolved in favor of the client that I have served for the longest period of time.

If this is your understanding of our agreement, please sign on the line indicated below, retain a copy for your files and return the original to me.

Angela Amack
Lobbyist

Dr. Tawana Grover
Superintendent,
Grand Island Public Schools

**Ombudsman Program
Alternative Education Services Agreement**

This Agreement is made and entered into this _____ day of _____, 2022, by and between Ombudsman Educational Services, Ltd., an Illinois corporation whose address is 28100 Ashley Circle, Suite 102 Libertyville, Illinois 60048-1359 (“Ombudsman”), and the Grand Island Public Schools, whose address is 123 South Webb Road, Grand Island, NE 68802-4904 (the “District”).

Section 1. Scope of Service Provided.

Ombudsman provides the District an off-campus program intended to reduce drop-out rates, increase graduation rates, increase attendance levels, improve academic performance for the District’s non-traditional learners. The Ombudsman Program helps students progress through academic content courses and pro social skills by offering differentiated instruction of standards-based curriculum in a technology rich environment to improve success toward course completion, test performance and persistence to graduation.

Ombudsman provides an opportunity for all students, regardless of referral reason. Ombudsman accepts all students, including students with disabilities, English language learners, and students that may have had significant academic, attendance or behavioral issues in the past.

1.1 Student Identification and Referral. Working with Ombudsman, the District identifies students who may benefit from the program. An initial program orientation is conducted with the student, parent, Ombudsman center director and a District representative, if and when necessary.

1.2 Student Population. Students referred to Ombudsman are typically over-age, under credit and/or academically behind due to skill deficiencies, attendance/truancy issues, disruptive behaviors, suspension, expulsion, and/or other factors.

Of the student population described herein, the percentage of concurrently enrolled students with an IEP or 504 shall not exceed 15% of total slots purchased.

1.3 Change in Student Population. During the term of this agreement, should the needs of referred students exceed the scope of services described herein, the District agrees to collaborate with Ombudsman to discuss the impact on staffing and additional costs to be paid by the District as a result of the change in Student Population.

1.4 Special Population Students. Student subgroups, such as those classified as English Language Learners and Students with Disabilities (Section 504 or Special Education) who have been previously identified by the District will be so designated on the Student Profile. The District will indicate the student’s subgroup as part of the Ombudsman intake process.

1.5 Course, Credit and Graduation Requirements. The District completes the Student Profile upon each student referral, which identifies courses and projects graduation for a student. The District should also include the student’s current course schedule and transcript prior to enrollment in the Ombudsman program. Students who are unable to fulfill the referring District’s graduation requirements may be eligible at the District’s discretion to receive an Ombudsman diploma. The Ombudsman diploma is recognized and accredited as a high school diploma by the Middle States Commission (MSCES) and Cognia.

- 1.6 Assessments.** Upon enrollment Ombudsman assesses all students in reading, writing and mathematics. Students enrolled in the Ombudsman program will take all required high stakes and end of course assessments.

Any necessary placement identification or eligibility assessments for special programs will be provided solely by the District, such as English Language Proficiency scores and language proficiency levels, and evaluations determining or relating to a student's disability. Timely receipt of evaluations and special program eligibility and information is used by Ombudsman to ensure students receive appropriate services and instructional modifications immediately upon enrollment. The District retains responsibilities for all evaluations, reevaluations and independent evaluations under the Individuals with Disabilities in Education Act ("IDEA") and Section 504 of the Rehabilitation Act ("Section 504").

- 1.7 Instruction.** Each student receives instruction in the courses identified on the Course Schedule utilizing online instructional components, print-based and multimedia resources driven by a standards-based curriculum, teacher-led instruction and, when appropriate, work study, community service and volunteer opportunities. Ombudsman requires all students, regardless of academic level or ability, or language proficiency level to master grade-level coursework; unless otherwise indicated on an Individualized Educational Plan for Students with Disabilities.

- 1.8 Evaluation.** Each student's progress is evaluated daily, weekly, monthly and quarterly by the teaching staff. Students must demonstrate proficiency in coursework and meet minimum attendance or seat time requirements to earn credit or to be recommended for promotion to the next grade level. Promotion recommendations, coursework completion and credits earned are documented and provided to the District.

- 1.9 Staff.** Ombudsman will provide staffing that will include a combination of the following positions: certified teacher, special education teacher, social worker or behavior intervention/support specialist, instructional assistant, school resource officer or security officer or other, and site director. Ombudsman will consult with the district to determine staffing needs and positions based on student population and trends. Ombudsman staff will be Crisis Prevention Institute (CPI) trained and certified to aid in behavior intervention. All personnel hired or assigned by Ombudsman shall be Ombudsman employees for all purposes and not District employees for any purpose. Ombudsman shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

The District acknowledges that the Ombudsman staff employed at the learning center are an integral part of Ombudsman's operation. Therefore, during the term of this agreement, the District agrees that it will not solicit for employment the staff of Ombudsman. However, nothing in this clause will prevent Ombudsman staff from responding to public advertisements for positions available during or after the term of the Agreement. The District would encourage staff to provide adequate notice so that a replacement may be found.

If the District believes that the performance or conduct of any person employed or retained by Ombudsman to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the District will notify Ombudsman, identifying the

conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by the District, if any. Ombudsman will promptly address the performance or conduct of the reported person in accordance with Ombudsman's disciplinary policies.

- 1.10 Transportation and Additional Services.** The District will be responsible for any student transportation, food services if needed, coordinating any student placement for the work study/community service and/or vocational classes and any social services/counseling required for students whom the District feels would benefit from enrollment at Ombudsman for academic services. Ombudsman will assist the District's implementation of these matters within reasonable parameters.

Section 2. Implementation for the District.

- 2.1 Learning Center.** Through consultation with District personnel, Ombudsman will provide one Ombudsman learning center(s) located in the District that creates a positive, professional learning atmosphere. Ombudsman will consult with District personnel and ensure that the learning center meets local zoning requirements and applicable codes for operation. Ombudsman will provide the resources and materials reasonably needed to support the site. The learning centers will meet the necessary requirements to serve 70 students from grades six (6) through twelve (12) in a four and one-half-hour Program.
- 2.2 Staffing.** Ombudsman will provide staff, based upon average daily attendance, to operate the learning center between the hours of 7:00 AM and 5:00 PM, maintaining a student/staff ratio of approximately 12:1 during the majority of the school day.
- 2.3 Educational Settings.**
- 2.3.1** Ombudsman will schedule two learning sessions per day as enrollment dictates with 15-30 minutes between sessions. To the extent that it is reasonably possible, Ombudsman will balance the learning sessions to maintain approximately 35 students in each session.
 - 2.3.2** If Ombudsman and the District mutually agree, the District may refer additional students beyond the District's initial purchased slots. Billing for these additional slots would be based upon the cost outlined below in Section -3- of this Agreement.
 - 2.3.3** The learning center will operate based on the District's calendar for all school years during the term of this Agreement.
 - 2.3.4** Ombudsman will provide its standards-based curriculum correlated to the Nebraska State Content Standards, as the foundation of its academic program. The foundation will be supplemented with other materials to help students work towards meeting District, national and state requirements for graduation and/or promotion. Ombudsman will implement a Social Emotional Learning curriculum.
 - 2.3.5** If a student demonstrates, through actions or behavior while in the learning center, that he/she is no longer committed to the program's expectations despite Ombudsman's staff's reasonable efforts to help the student regain commitment, then Ombudsman reserves the right to terminate the student's enrollment. In

addition, if a student poses a danger to themselves, other students, or staff members, then Ombudsman may terminate the student's enrollment. Documentation of any incidents under this paragraph and efforts employed to help the student regain commitment will be provided to the District upon request.

2.4 Services for Students with Disabilities. Ombudsman can serve as the academic component of an Individual Education Plan (IEP) or 504 plan for certain students identified by the District as needing special education services or accommodations for disabilities only on the following terms:

- (i) The District must have determined and documented that Ombudsman is to serve as the academic component for referred students.
- (ii) The District, parent and student must acknowledge that the student will be held to the same expectations of the Ombudsman Program related to academic engagement, attendance, consideration for others and learning center general rules, as students enrolled in the Ombudsman Program.
- (iii) The District will provide Ombudsman with a copy of the student's current IEP or 504 plan which will be maintained as set forth in section 2.8.
- (iv) The District may assign a certified special education instructor employed by the District to periodically visit students who have an IEP and are placed in the Ombudsman Program for academic services. The District's certified special education instructor may also work with Ombudsman's instructional staff regarding certain adjustments related to curriculum and instruction, academic services, and behavioral supports that are within Ombudsman's capabilities and general academic strategies.
- (v) Unless otherwise specified within this agreement, the District will be required to provide any consult and/or direct service minutes to students that must be completed by a certified special education teacher as set forth by a student's IEP and/or as required by state and federal mandates to fulfill appropriate special education services, case load requirements and student-special education teacher ratios. Should the District require these services be provided by Ombudsman, the District hereby agrees to discuss the impact these additional services may have on scope of program and pricing. Additional IEP or 504 plan services, including but not limited to all related services, supports, accommodations, or modifications required by a student's IEP or 504 plan must be administered by the District unless specifically agreed otherwise.
- (vi) The District will maintain all obligations with respect to procedural and substantive compliance with state and federal special education and student disabilities laws and with the obligation to provide the student with a Free and Appropriate Public Education.
- (vii) If a dispute arises between the District and a parent of a child, who qualifies as disabled under the IDEA or Section 504 of the Rehabilitation Act, and who is enrolled in the Ombudsman program, then the District will

be fully responsible for providing the parent with due process and defending any action.

2.5 Reports. The District is responsible for any and all data entry into data system required by the District or state unless otherwise specified in this Agreement. Ombudsman will provide the District reports, including, but not limited to, the following:

2.5.1 Student attendance on a weekly basis.

2.5.2 Student report cards at the conclusion of the 1st and 3rd quarters and transcripts at the conclusion of the 1st and 2nd semesters.

2.6 Administrative Support Services

2.6.1 The local Ombudsman learning center(s) will be supported by Ombudsman regional and divisional personnel including operations, curriculum and instruction, facilities, technology, student services, human resources, integrity assurance, data integrity, financial services and district and public relations teams.

2.6.2 The Ombudsman learning center director and other members of the Ombudsman administrative team, as needed, will regularly meet/conference with the District's designated administrative team to review the satisfaction of students, parents and District staff with the program.

2.7 Program evaluation. The program's effectiveness is to be evaluated based upon criteria determined jointly by Ombudsman and the District. To facilitate evaluation, the District agrees to provide data to Ombudsman in a timely manner regarding demographic information, prior academic achievement, transcripts, state achievement test scores and graduation data for students enrolled at an Ombudsman site as well as any data for students that return to the District to measure success after enrollment in the program. Ombudsman will provide a process for collecting such data. Ombudsman will secure the signed authorization of a student's parent or legal guardian (or the student if over 18 years of age) authorizing the District to give a student's education records to Ombudsman. Once compiled, Ombudsman will report the results to the District at an agreed upon timeline. Ombudsman agrees that it will comply with all privacy provisions of state and federal law concerning student records.

2.8 Data and Records. Ombudsman staff has a legitimate educational interest in the students enrolled in their program. Therefore, the District may disclose necessary educational records of students enrolled in Ombudsman without requiring parental consent. Ombudsman agrees to maintain student records and data in compliance with all applicable laws and regulations, including all applicable state and federal privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA").

2.9 Insurance. Ombudsman shall obtain and maintain during the life of this Agreement (and shall provide certificates or endorsements to District as proof of coverage) at its own expense and from an admitted insurer authorized to operate in Nebraska, the following insurance coverage: (i) Workers' Compensation coverage at the applicable statutory limits and Employer's Liability coverage in an amount of not less than \$1,000,000 per accident; and, (ii) General Liability Insurance as shall protect Ombudsman, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services

performed under this Agreement, whether the services are performed by Ombudsman, by the District, its officials, officers, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them, with coverage that shall not be less than \$1,000,000.

Section 3. Contract Terms

3.1 Contract Period. The initial term of this Agreement shall be for the 2022-2023 school year. Unless the District notifies Ombudsman of non-renewal prior to March 30, 2023, this Agreement shall automatically renew for the 2023-2024 school year, and if this Agreement has so renewed, unless the District notifies Ombudsman of non-renewal prior to March 30, 2024, this Agreement shall automatically renew for the 2024-2025 school year.

3.2 Costs.

3.2.1 Billing Based on Slots Purchased. The District hereby agrees to purchase 70 slots herein defined as the maximum number of concurrently enrolled students in the program on any day of the term of this Agreement. In addition, more than one student may fill a slot during the course of the school year. Slots are the District's commitment to the program and therefore the District should keep the slots filled at all times as billing will be based upon the number of slots purchased in this Agreement

3.2.2 2022-2023: The District's cost will be \$649,880 or a per slot cost of \$9,284 per slot for 70 slots.

3.2.3 2023-2024: If applicable, the District's cost will be \$669,410 or a per slot cost of \$9,563 per slot for 70 slots.

3.2.4 2024-2025: If applicable, the District's cost will be \$689,500 or a per slot cost of \$9,850 per slot for 70 slots.

3.3 Additional Students. If additional students are referred pursuant to Section 2.3.2 above, the additional cost will be \$1,200 per student per month or \$80 per day for partial months of entry/exit, whichever is less.

3.4 Payment Schedule. The District will be invoiced in four equal amounts in August, October, January and March. If this Agreement remains in effect for subsequent school years, the District will be invoiced for the annual payment in four equal amounts in August, October, January and March. Payment is due within thirty days from the date of the invoice. Payment to Ombudsman shall be made via Automated Clearing House (ACH).

3.5 Slot Usage and Attendance. The District will be provided with data on slot usage and attendance on a weekly and monthly basis to support the District in keeping the slots filled at all times. The District can fill a slot(s) whenever an opening(s) occurs during the academic year.

Section 4. Dispute Resolution

4.1 Good Faith Conference. The Parties agree that, in the event of a dispute, each Party will meet in person with the other Party in a good faith effort to resolve the dispute prior to

mediation or arbitration. The good faith conference will be held in the city of the District and will involve individuals with authority to consider and agree on proposals to resolve the dispute, even if ultimate approval may be needed by the District's school board or other governing entity. The Parties' goal is to avoid the additional conflict resolutions methods detailed below by meeting in person in advance and attempting to resolve any issues between the Parties themselves.

4.2 Mediation. If a dispute is not resolved by a good faith conference, before any arbitration (see below) may be filed by either Party, one Party may request the other Party to participate in mediation of the dispute through a mutually agreed upon mediator. Participating in mediation is a mandatory event (condition precedent) before an arbitration may be brought.

4.3 Binding Arbitration.

4.3.1 In the event of a dispute between the Parties continuing after mediation, they agree that all disputes will be resolved through arbitration and not in court. If any Party is forced to bring a motion to compel arbitration in court and that motion is granted, then the moving Party is entitled to recover all attorneys' fees and costs related to the court action, and the Parties agree that either the court or arbitrator is authorized to grant those fees as part of a sanction or award against the non-moving Party.

4.3.2 All controversies, claims, demands or disputes arising out of or relating to this Agreement will be resolved by arbitration by a neutral arbitrator. To initiate this process, the Party requesting arbitration must send the other Party written notice demanding arbitration (the "Demand").

4.3.3 The arbitration will be governed by the rules of the American Arbitration Association ("AAA") and will be before a single arbitrator. The selected arbitrator must be an attorney with a background in education services.

4.3.4 In any arbitration proceeding, each Party must submit or file any claim that would constitute a compulsory counterclaim (as defined by the then current rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the demand to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Party subject to the arbitration. The Parties agree that in the arbitration proceeding there will be a limit of a single deposition on each side and no exchange of information by way of interrogatory.

4.3.5 The arbitration hearing will be held in the State whose law governs this Agreement, at a mutually agreeable location. A hearing must be scheduled within sixty (60) days of the date of Demand. The arbitrator must render his or her decision within thirty (30) days of the close of the arbitration hearing record. The hearing record must close within ninety (90) days of the presentation of the Demand. Any arbitrator selected by the AAA to decide the dispute must agree to this time-line prior to accepting the selection.

4.3.6 The Parties further agree that the award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the award rendered by the arbitrator must, at a minimum, be a reasoned award; and that the award will

not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be filed within thirty (30) days of receipt of the award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the AAA. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If either party takes an appeal, then the award will be final only in accordance with the AAA rules.

4.4 Continued Performance.

4.4.1 General. Each Party agrees that it will, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided, that this provision will not operate or be construed as extending the term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein.

4.4.2 Non-Interruption of Service. The Parties acknowledge and agree that any interruption to the services provided under this Agreement will cause irreparable harm and would adversely impact the ability of the Parties to carry out the mission of this Agreement, in which case an adequate remedy at Law would not be available. Ombudsman expressly acknowledges and agrees that, pending resolution of any dispute, it will not deny, withdraw, or restrict services under this Agreement, and the District expressly acknowledges and agrees that, pending resolution of any dispute, the District will not withhold payment due under this Agreement.

Section 5. Miscellaneous

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Nebraska, and time shall be considered of the essence for this Agreement.

5.2 Non-Discrimination. Ombudsman agrees to comply with the District's non-discrimination policies and with all applicable federal and state laws prohibiting discrimination in educational programs.

5.3 Mandatory Reporting. Ombudsman agrees to comply with all state and federal laws governing the mandatory reporting of child abuse.

5.4 Entire Agreement. This Agreement constitutes the entire understanding between Ombudsman and the District, and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof.

5.5 Separate Execution. This Agreement may be executed in separate counterparts (including by means of computer or telephonic facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

5.6 Inurement of Benefits/No Third-Party Beneficiaries. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether

so expressed or not. This Agreement does not create, invest, or provide, and is not intended to create, invest or provide, any rights or remedies to any non-parties to this Agreement.

5.7 Amendment. The provisions of this Agreement may be amended or waived only with the prior written consent of the District and Ombudsman.

5.8 Start of Services; Delays in Opening. Ombudsman will begin providing services under this Agreement in the learning center facility on the first day of school per the District's calendar and shall continue providing services through the conclusion of the 2021-2022 school year, and, if the applicable options are exercised, shall continue through the 2025 or the 2024-2025 school year, as applicable. The District hereby acknowledges, however, that there are factors beyond Ombudsman's control that could delay the opening of Ombudsman's facility(s), including, but not limited to, delays in obtaining needed permits, inspections and approvals. Ombudsman agrees to notify the District of any potential delay as soon as it becomes aware of the potential delay. The District agrees to collaborate with Ombudsman in developing alternatives agreeable to both Parties, such as a temporary off-site location, temporary use of a District property, etc.

5.9 Progress Updates. If this agreement is executed less than 120 days prior to the first day of school per the District's calendar, the District and Ombudsman will discuss the start-up process and benchmarks to have the facility(s) ready on time. At an agreed upon frequency, Ombudsman will provide the District with updates on the progress of the facility(s). If the timeline/process shifts causing a potential delay in opening on time, Ombudsman will notify the District and the District agrees to discuss the status and alternative options amenable to both parties.

5.10 Confidentiality.

5.10.1 This Agreement applies to all Confidential Information disclosed from one Party (the "Disclosing Party") to the other (the "Recipient"), as of the Effective Date of this Agreement and does not affect or supersede or novate any prior Agreement, which applies only to information up until the Effective Date of this Agreement.

5.10.2 For the purposes of this Agreement, the term "Confidential Information" shall mean without limitation, ideas, concepts, plans, designs, marketing techniques, sales techniques, forecasts, products, technology, methods, procedures, pricing, costs, cost reports, customer prospects, designs, computer systems, passwords, computer software, procedures, methods, formulae, financial statements, assets, liabilities, revenues, business methods, marketing information, marketing methods, acquisition plans, contract terms, contract negotiations, compensation information, structures and plans, employee responsibilities and duties, copyright, trademark and patent applications, all business and technical information, data, know-how, costs, projections, samples, revenue projections, business plans, clinical protocols, formulae or other information which are owned or are in the possession of one or more of the Parties to this Agreement, disclosed by one or more of the Parties to the other, directly or indirectly, in writing or orally. Confidential Information does not include information that:(a) is or subsequently becomes part of the public domain through no fault of the Recipient (defined below); (b) is received from a Third Party under no obligation of confidentiality to the Disclosing Party and who has a lawful right to disclose the information; (c) was known by the Recipient prior to the time of first disclosure by the Disclosing Party, as demonstrated by written

documentation; or (d) is independently developed by the Recipient without the aid, application or use of the Confidential Information, as demonstrated by written documentation.

- 5.10.3** Each Party agrees not to use the Confidential Information received for any purpose other than in connection with the services provided herein. The Recipient agrees to limit disclosure of the Confidential Information to its employees, officers, directors, Affiliates and consultants with a bona fide need to know, but only to the extent necessary in connection with the services. All individuals receiving access to the Confidential Information must previously have entered into a confidentiality agreement with the Recipient or otherwise be bound under terms at least as restrictive as those contained herein.
- 5.10.4** Recipient shall hold Confidential Information in strict confidence and agrees to take all reasonable efforts to prevent disclosure of any Confidential Information to persons outside of its own organization and unauthorized use for a period of five (5) years or in the event that the Confidential Information also constitutes a trade secret, then as long as it remains a trade secret under applicable law.
- 5.10.5** Any materials or documents of one Party that are furnished to the other Party will be promptly returned to the Disclosing Party, accompanied by all copies of the documentation made by the Recipient, at the Disclosing Party's request, except that one copy of any written information may be retained by the Receiving Party in legal archives.
- 5.10.6** This Agreement is binding upon and for the benefit of the Parties, and the right to the Confidential Information granted to the Recipient may not be assigned. This Agreement shall not be construed to grant any license or other rights except as specified herein. Each Disclosing Party warrants that it believes that (a) it is the owner or licensee of its Confidential Information or otherwise has the right to disclose the Confidential Information in its possession and (b) it has the right to enter into the Agreement without any breach of its obligations to others. Each Disclosing Party makes no other warranty relating to the Confidential Information and the use to be made thereof by the Recipient and disclaims all implied warranties.
- 5.10.7** The Parties agree that the disclosure of Confidential Information by recipient without the Disclosing Party's written permission may cause the Disclosing Party irreparable harm and that any breach of this Agreement may entitle a Party to injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction prior to arbitration being filed.
- 5.10.8** In the event that any Confidential Information is requested from a Recipient by legal process, such as a subpoena or a request for production, is required to be disclosed by law, or pursuant to the direction of a court or government agency ("Request"), the Recipient must provide the Disclosing Party with prior written notice of the Request within two (2) business days and shall not disclose the Confidential Information absent consent of the Disclosing Party. The Recipient and the Disclosing Party agree to take all reasonable efforts, collectively and independently, to limit disclosure of the Confidential information in accordance with the law. If the District receives a request under the Freedom of Information

Act or related State Public Records law, the District will, prior to responding, notify Ombudsman and allow it the opportunity to redact the confidential and proprietary information from the response.

5.11 Termination as a Remedy. If either party is in breach of its obligations under this Agreement, including non-payment, the non-breaching party may terminate this Agreement if the alleged breach is not cured within 60 days after the non-breaching party provides written notice to the breaching party.

5.12 Severability. In case any provision of the Agreement is adjudged invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if modification is not possible, the provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

5.13 Notices. All notices, consents and other communications under this Agreement shall be given in writing and will be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to another address as hereafter may be designated in writing by one Party to the other Party):

If to District: Virgil D. Harden, Exec. Dir. of Business
Grand Island Public Schools
123 S. Webb Rd., P.O. Box 4904
Grand Island, NE 68802-4904
(308) 385-5900 x 144

If to Ombudsman: Binky Michele Jones
Senior Vice-President-Operations
28100 Ashley Circle, Suite 102
Libertyville, IL 60048-1359
bjones@chancelight.com

This Agreement sets forth the business relationship between Ombudsman and the District and is properly executed where indicated below.

District Authorization: _____ Ombudsman Authorization: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Renewal Contract Summary for Ombudsman Grand Island Three Year Renewal FY23-FY25

We look forward to our continued partnership with Grand Island Public Schools. Below is a summary of staffing and program components for the proposed three-year alternative education services agreement. Thank you again for allowing us this opportunity to work with the students and families of Grand Island. We are honored to have this opportunity and look forward to helping students succeed.

Staffing

The proposed staffing includes existing staff members at the Ombudsman Grand Island center including content certified teachers, a special education teacher, a behavior support specialist or social worker, center director, and instructional assistant. In addition to the current staffing, a full-time school resource officer or security officer has been added as part of the three-year renewal. Title of this position can change based on student and district needs.

Program Components

- 70 slots with 2 sessions of 35 students
- Grades 6-12
- Full compilation of Ombudsman Alternative Education Services provided
- PBIS, social emotional learning, and wrap around services continuation and integration
- Special education teacher support and management as determined by district
- Safe and secure professional learning center in current offsite location; lease renewed
- Innovative technology including laptops and MS 365 integration for students and staff
- Integration of college and career pathways aligned to the Grand Island Academies

Thank you again for this opportunity. Please let me know if you need additional information.

Binky Michele Jones | Senior Vice President, Operations
Ombudsman Educational Services

A division of *ChanceLight™ Behavioral Health, Therapy & Education*
Changing the Direction of Children's Lives