

GIPS BOE Regular Meeting
Thursday, February 10, 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. CONSENT AGENDA
Speaker(s): Board President
 - 4.1. Minutes from the previous month's meeting
 - 4.2. Acceptance of Agendas From Standing Committees
 - 4.3. Claims as submitted
 - 4.4. Bid Proposals as submitted
 - 4.5. Staff Adjustments as submitted
 - 4.6. Treasurer's Report as submitted
 - 4.7. Policy
 - 4.7.1. 7310 STANDARDS ADOPTION on Final Read
 - 4.8. Approval of Agenda as submitted
5. SPECIAL RECOGNITION
 - 5.1. Grand Island Senior High School Wins State Championship
Speaker(s): Head Coach Mr. Paul Lee, Assistant Coach Mr. Brad Earnest
6. CAMPUS HIGHLIGHTS
 - 6.1. GISH Update: Girls Wrestling, Girls/Boys Bowling, and Archipelago
Speaker(s): Mr. Gilbertson
 - 6.2. Dodge Coding, Robots, and Spelling Bee
Speaker(s): Angie Eberle, Principal; Val Chmelka, Integration Specialist; Katie Wilkenson, Special Education Teacher

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.
 - 6.3. Educational Life Skills (ELS) Program at Shoemaker
Speaker(s): Lee Wolfe and Melanie Bruns

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.
7. EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING LABOR RELATIONS & SUPERINTENDENT'S EVALUATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION
8. RECONVENE FROM EXECUTIVE SESSION

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

9.1. Certified Staff Negotiations

Speaker(s): Kristen Ireby

10. REQUESTS TO ADDRESS THE BOARD

Speaker(s): Board President

11. RECESS

Speaker(s): Board President

12. RECONVENE FROM RECESS

Speaker(s): Board President

13. INFORMATION ITEMS

13.1. Policy 8420 STUDENT APPEARANCE draft revisions

Speaker(s): Dr. Dexter

13.2. KSB School Law Legal Representation Agreement

Speaker(s): Ken Schroeder

13.3. Memo of Agreement (MOA) Between Grand Island Public Schools and the Grand Island Public Schools Foundation

Speaker(s): Ken Schroeder

13.4. Credit Agreement for Medical Science Academy Project

Speaker(s): Ken Schroeder

13.5. IT- ERate Category 2 Switching

Speaker(s): Cory Gearhart

13.6. IT-SysCloud Backup Solution for GSuite

Speaker(s): Cory Gearhart

13.7. Engineering Letter of Intent for Grand Island Senior High

Speaker(s): Mr. Dan Petsch

13.8. Engineering Letter of Intent for Gates Elementary

Speaker(s): Mr. Dan Petsch

13.9. Construction Update

Speaker(s): Mr. Petsch

13.10. Student Representative Report

Speaker(s): Ms. Isabela Prado Gomez

13.11. Superintendent Report

Speaker(s): Dr. Grover

14. ACTION ITEMS

14.1. Cannon Moss Brygger & Associates PC- Gates Elementary

Speaker(s): Mr. Dan Petsch

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

Speaker(s): Mr. Dan Petsch

14.3. KSB School Law Legal Representation Agreement

Speaker(s): Ken Schroeder

14.4. Credit Agreement for Medical Science Academy Project

Speaker(s): Ken Schroeder

14.5. IT-ERate Category 2 Switching

Speaker(s): Cory Gearhart

15. REPORTS

15.1. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Jurgens

15.2. NASB Monthly Update

Speaker(s): Board President

16. NOTIFICATION OF UPCOMING BOARD MEETINGS

17. 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 February 10, 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 1048938

Ryan J. Swen, 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: 02/02/2022

TOTAL AD COST: 16.73
FILED ON: 2/2/2022

Subscribed in my presence and sworn to before me this 2 day
of February, 2022

My commission expires November 8, 2025

Casey Harvey
Notary Public

RECEIVED FEB - 7

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

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, January 13, 2022 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 Barcenas: Present
Dan Brosz: Present
Terry Brown: Present
Joshua Hawley: Present
Bonnie Hinkle: Present
Dave Hulinsky: Present
Lindsey Jurgens: Present
Erika Wolfe: Present

AGENDA

1. CALL TO ORDER

The meeting was called to order at 5:30pm

2. ROLL CALL

3. MISSION STATEMENT

The Mission Statement was read by Dr. Dan Brosz.

4. BOARD ELECTION OF OFFICERS

Elections: a. The Board will elect from its members a President and Vice President. b. The Secretary of the Board of Education will preside as Chair during the election of a new Board President. c. Upon call for nominations for each office by the Chair, nominations shall be made by oral ballot. d. Voting will be by written ballot on all members nominated and repeated until a majority is achieved for a nominee. e. The President shall assume the chair immediately upon the President's election and preside over the election for Vice President. Mrs. Lisa Albers was nominated as President by Mrs. Bonnie Hinkle. Mrs. Lisa Albers was declared president by acclamation. Mr. Carlos Barcenas was nominated as Vice President by Mrs. Bonnie Hinkle. Mr. Barcenas was declared vice president by acclamation. Motion that Mrs. Lisa Albers be elected as President to serve a term of one year, or until the person's successor is elected and qualified Passed with a motion by Bonnie Hinkle and a second by Erika Wolfe. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea. Motion that Mr. Carlos Barcenas be elected as Vice President to serve a term of one year, or until the person's successor is elected and qualified Passed with a motion by Bonnie Hinkle and a second by Terry Brown.

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

5. POLICY REVIEW

Mr. Barcenas read the code of ethics. Dr. Robin Dexter read the review of policies; 2340 - Conflict of Interest, 2112 - Code of Ethics, 2111 - Operating Principles - BoE members signed document.

6. BOARD DESIGNATIONS

The Board designates the following:

Board Secretary - Dr. Robin Dexter

Treasurer - Mrs. Brenda Anderson

BoE Committee Assignments (attached) -

specifically Committee on American Civics, 79-724 - (L4L)

District Lead: Dr. Palmer

Dan Brosz

Josh Hawley

Erika Wolfe

Lindsey Jurgens

Fund depository - Wells Fargo, Five Points, and NE Liquid Asset Fund

Legal counsel - GIPS engages with attorneys based on the area of expertise needed such as Cline and Williams, Perry Law Firm, and KSB

Legal newspaper - Grand Island Independent

Method of publicizing meetings - Meetings are publicized in the Grand Island Independent, distributed to local media outlets, and posted on the GIPS website

Non-discrimination compliance coordinator - Dr. Robin Dexter

State and federal authorized representatives - Dr. Ken Schroeder and Dr. Robin Dexter

Motion to approve designations as presented Passed with a motion by Erika Wolfe and a second by Carlos Barcenas. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown:

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

7. CONSENT AGENDA

7.1. Minutes from the previous month's meeting

7.2. Acceptance of Agendas From Standing Committees

Finance and Facilities Committee

Next Meeting Date: 02/01/2022 at 7:30 am

Leading for Learning Committee

Next Meeting Date: 02/08/2022 at 4:00 pm

Personnel Committee

Next Meeting Date: 02/03/2022 at 8:30 am

Policy Committee

Next Meeting Date: 02/07/2022 at 4:30 pm

Public Relations and Partnership Development Committee

Next Meeting Date: 02/04/2022 at 8:00 am

Governance Committee

Next Meeting Date: 02/02/2022 at 7:30 am

GNSA/Legislative Committee

Next Meeting Date: 01/17/2022, 01/24/2022, 01/31/2022, 02/07/2022, 02/14/2022 at 4:00 pm

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

Item 7.3 Claims, abstained from voting on checks with approval of all other items on consent agenda as submitted. Albers; 80257, 79960, 80114, 79950. Barcenas; 80153, 80114, 79960. Brosz; 80169, 80114, 79960, 79946. Brown; 80114, 79960, 79952. Hawley; 80231, 79960, 79949, 79948, 80114. Hinkle; 80144, 80114, 79960, 79953, 79945. Hulinsky; 80114. Jurgens; 80256, 79960, 80114, 79951. Wolfe; 80189, 80114, 79960, 79947.

Approve the agenda as submitted. Passed with a motion by Carlos Barcenas and a second by Terry Brown. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

8. CAMPUS HIGHLIGHTS

8.1. Community Connection with Heartland Health-Walnut Middle School

Mr. Rod Foley, Principal of Walnut Middle School, presented the Campus Highlight-Community Connection with Heartland Health. As a result of the partnership with Heartland Health, Walnut Middle School students are benefitting from on-site mental health support.

8.2. 5th Grade Students will be presenting original poetry from the CKLA Knowledge Poetry Unit- Stolley Park Elementary

5th grade students, Principal Whitney Flower, Kevin Butters, and Regina Ambroz from Stolley Park Elementary presented the original poetry from the CKLA Knowledge Poetry Unit. Their presentation demonstrates how students are engaging in the new high-quality instructional resources to meet grade-level standards.

9. REQUESTS TO ADDRESS THE BOARD

10. RECESS

11. RECONVENE FROM RECESS

12. INFORMATION ITEMS

12.1. American Civics State Statute Report

Dr. Evan Lee presented the American Civics State Statute Report. It is required by Public Law 79-724 and Board Policy 2230.

12.2. Tri-City Alliance ASCEND Internship

Dr. Palmer, Mr. Kort and Jessica Schroeder presented about the Tri-City Alliance ASCEND Internship. It is a strategic approach to ensuring all schools are led by a well-prepared and supported equity-driven leader.

12.3. Cannon Moss Brygger & Associates PC- Gates Elementary

Mr. Dan Petsch presented the Cannon Moss Brygger & Associates PC for Gates Elementary. The contract for Cannon Moss Brygger & Associates PC (CMBA) for the addition and renovation of GATES Elementary School consists of a new cafeteria and commons, kitchen, administration area, and classroom space. Funded by ESSER III. This contract will again come before the board for the February 2022 meeting as an action item.

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

Mr. Dan Petsch presented the Cannon Moss Brygger & Associates PC for Grand Island Senior High. The contract for Cannon Moss Brygger & Associates PC (CMBA) for the addition and renovation of Grand Island Senior High School consists of expansions and renovations to the existing band room, cafeteria, main east entry, main west entry, and adjoining spaces. This will be funded by ESSER III and will come back before the board in February as an action item.

12.5. Construction Update

Mr. Petsch presented the construction update.

12.6. Student Representative Report

Ms. Isabela Prado Gomez gave the student representative report.

12.7. Superintendent Report

Dr. Grover presented the superintendent report.

12.7.1. Pandemic Update

Mr. Cory Gearhart and Dr. Grover presented new data surrounding the pandemic and the safe return to school plan. Temporary Masking on all campuses starting January 14th. Will reassess the temporary mandatory masking no later than February 18th.

13. ACTION ITEMS

13.1. GISH ESports Proposal

Providing a quality team based extracurricular activity for students who may not be interested or able to participate in traditional extracurricular activities.

Motion to approve the proposal 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, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

13.2. Lobbyist Contract Renewal 2022-2023-2024

This legislative lobbyist's contract for services has been reviewed by the Facilities & Finance Committee and by the board of education as an information item at the December board meeting. 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.

Motion to approve the lobbyist contract renewal for 2022-2023-2024 as submitted. Passed with a motion by Bonnie Hinkle and a second by Erika Wolfe.

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

13.3. 3 Year Contract Renewal with Ombudsman

Present data on the success of OMB and the need to continue with another 3-year contract.

Motion to approve the contract as submitted. Passed with a motion by Carlos Barcenas and a second by Terry Brown. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

14. REPORTS

14.1. Grand Island Public Schools Foundation Report

Mrs. Jurgens reported for the GIPS Foundation.

14.2. NASB Monthly Update

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

15. NOTIFICATION OF UPCOMING BOARD MEETINGS

Regular Board of Education Meeting- Thursday, February 10, 2022 at 5:30 pm

16. ADJOURNMENT

All business having been completed, the meeting was adjourned at 7:15 p.m.


Michelle L. Simmons, Recording Secretary

Robin R. Dexter, Secretary to the Board

Personnel Committee Agenda

February 3, 2022 8:30 AM

HR Projects and Initiatives

- Applicant Tracking Software implementation phase- target live April
- GIEA- updates- Tentative agreement for 2022-2023 contract year
- Employee Equity Advocate (internal position)

Staffing Update:

SE Support Liaison Job Description- Dr. Dexter

Visa application updates

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

Staff Adjustments

- Review Staff Adjustments

Kneale Administration Building

Dr. Grover, Superintendent



Minutes Governance Committee Meeting February 2, 2022

1. GIPS Foundation Board MoU
2. School's Attorney
3. GIEA Suit
4. Board Retreat 2/4
5. Superintendent Evaluation
6. Dr. Grover's Listening Tour & Request for BoE to meet with Certified Staff
7. Board Committees
8. 2022 Board Elections & 101 Workshop– Look Back – carry over to next meeting
9. Next Meeting -- 03/02/2022 @7:30am

February 7, 2022

TO: GIPS Legislative Committee
From: Mr. Schroeder
RE: Legislative Committee Agenda
Location: Zoom

OLD BUSINESS:

1. None

STANDING BUSINESS:

1. NASB Legislative Update-Mrs. Lisa Albers
2. Review upcoming hearing on the Unicameral Website:
https://nebraskalegislature.gov/calendar/hearings_range.php.
3. Follow up on any information or “calls to action” from Angela’s Office

NEW BUSINESS:

1. Review of LB 986-To be heard on Tuesday. Approaching eight hours of testimony and then motion for cloture to occur.

NEXT MEETING: Monday, February 14, 2022 @ 4:00 via zoom

Kneale Administration Building



PUBLIC SCHOOLS™

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: Facilities & Finance Committee

From: Mr. Petsch, Mrs. Grim, and Mr. Schroeder

RE: Monthly F & F Agenda

Location: Virtual at: [https://gips](https://gips.org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyYTdETnNESjRIQT09)

[org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyYTdETnNESjRIQT09](https://gips.org.zoom.us/j/6770802173?pwd=dTJ1M1Rpc3RnNWtyYTdETnNESjRIQT09)

NEW BUSINESS:

1. Activity Fund Claims – Mr. Schroeder
2. Community Redevelopment Authority & Regional Planning Commission Notices
3. Request for Proposals
 - o Surplus Weight Room Equipment Bids (Board Consent Agenda Item)
4. Grapple Institute Contract-Dr. Schneider
5. Information Technology Update – Mr. Gearhart
6. Nutrition Services Update – Mrs. Spellman
7. Review of Depreciation, Special Building, General Fund Cash Flow, & Payroll Summary – Mr. Schroeder
8. Federal Programs Update and Financial Report(s) – Mr. Schroeder
9. State Aid Projection 2022-23
10. LB 890 Financial Impact Modeling & Speaking Points
11. Skills at Gates-Re-prioritizing & Utilization of ESSERs III Funds-Mr. Schroeder & Mr. Petsch
12. ESSERs III Building Project Update & Contracts – Mr. Petsch & Mr. Schroeder
 - o Gates Elementary-ETI MEP Proposal Fee Letter (Board Information Agenda Item)
 - o GISH-ETI MEP Proposal Fee Letter (Board Information Agenda Item)
13. Old ELC Demolition - Mr. Petsch
14. Legal Service with KSB School Law-Mr. Schroeder (Board Information & Action Item Agenda Item)
15. Options for Future Generation of Negotiations Comparison Array-Mr. Schroeder
16. Project List & Master Facility Plan Workshop Presentation for Board Retreat-Mr. Petsch & Mr. Schroeder

17. Weightroom Surplus Equipment Bids - Mr. Petsch
18. ESSERs III Musical Instrument Refresh Purchases-Dr. Lee & Dr. Dexter
19. Building Projects\Ten Year Plan Update – Mr. Petsch
 - o Medical Academies Pathway Project Update-Parking Lot
20. Special F & F and BOE Meeting in March for the Purpose of Approving GISH ESSERs III Bids-Mr. Petsch
21. OLC-Condo Association-Insurance, Snow Removal, Utilities, Liability
22. Open Agenda Items as Necessary – F&F Team

NEXT MEETING: **Tuesday, March 1 at 7:30 a.m.**

To: Leading for Learning BOE Committee
From: Dr. Toni Palmer
RE: Meeting: February 8th, 2022, Virtual
4:00 PM-5:30PM

New Business:

- Meet Jessica Ramos or Partner in developing a shared leadership for equity system
- Academy Update-Mr. Phillips
 - Robotics
 - SREB
 - CAE Data
 - Project Lead the Way
 - Aviation Airplane Lease
- GEAR Up Update-Dr. Bailey
- MS Design Team Work-Dr. Palmer
- Follow up Data from BOE Retreat-Dr. Doll

Next Meeting: March 3rd @ 4:00 Zoom

Grand Island Public Schools

Claims Listing

February 10, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80363	Amazon Cap Services Inc	General Supplies	\$1,709.41
80364	City of Grand Island	Refuse Disposal	\$146.73
80365	Don Johnston Inc	Web Based Software	\$1,296.00
80366	Essential Personnel Inc	Cleaning Services	\$1,832.76
80367	Grand Island Independent	Advertising	\$919.97
80368	Idea Bank Marketing	Professional Services	\$216.00
80369	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	\$3,925.00
80370	Village Cleaners	Technical Services	\$51.50
80371	Wex Bank	Fuel	\$3,288.51
80372	Wex Bank	Fuel	\$686.90
80373	Wex Bank	Fuel	\$2,980.87
80374	Wex Bank	Fuel	\$1,316.21
80375	Hiland Dairy Foods Company LLC	Milk	\$9,420.77
80376	First Bankcard Center/Visa	Travel	\$2.26
80377	First Bankcard Center/Visa	Travel	\$219.96
80378	First Bankcard Center/Visa	Dues and Fees	\$17.50
80379	First Bankcard Center/Visa	General Supplies	\$12.49
80380	First Bankcard Center/Visa	General Supplies	\$460.65
80381	First Bankcard Center/Visa	Web Based Software	\$22.19
80382	First Bankcard Center/Visa	General Supplies	\$1,856.06
80383	First Bankcard Center/Visa	Advertising	\$900.00
80384	First Bankcard Center/Visa	General Supplies	\$553.21
80385	First Bankcard Center/Visa	General Supplies	\$176.81
80386	First Bankcard Center/Visa	General Supplies	\$30.00
80387	First Bankcard Center/Visa	Books & Periodicals	\$19.00
80388	First Bankcard Center/Visa	General Supplies	\$2,412.00
80389	First Bankcard Center/Visa	General Supplies	\$129.00
80390	First Bankcard Center/Visa	Web Based Software	\$24.47
80391	First Bankcard Center/Visa	Dues and Fees	\$280.00
80392	First Bankcard Center/Visa	Employee Training and Development Services	\$49.24
80393	First Bankcard Center/Visa	General Supplies	\$54.20
80394	First Bankcard Center/Visa	General Supplies	\$186.77
80395	First Bankcard Center/Visa	Books & Periodicals	\$26.09
80396	First Bankcard Center/Visa	Travel	\$3,302.84
80397	First Bankcard Center/Visa	Dues and Fees	\$175.00
80398	First Bankcard Center/Visa	Travel	\$1,025.63
80399	First Bankcard Center/Visa	Advertising	\$500.00
80400	First Bankcard Center/Visa	Employee Training and Development Services	\$722.95
80401	First Bankcard Center/Visa	Travel	\$945.00
80402	First Bankcard Center/Visa	General Supplies	\$857.13
80403	Amazon Cap Services Inc	Books & Periodicals	\$11,452.41
80404	Anderson Ford Lincoln Mercury	Repairs and Maintenance Services	\$358.52
80405	Capital Business Systems Inc	Technical Services	\$15,050.53
80406	Cline Williams Wright Johnson	Contracted Legal Services	\$2,050.09
80407	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$26,247.98
80408	Grand Island Utilities Dept	Electricity	\$16,115.60
80409	Holiday Express	Student Transportation	\$300.00
80410	Pomp's Tire Service Inc	Repairs and Maintenance Services	\$1,093.21
80411	Prime Communications Inc	Technology Supplies	\$2,364.00
80412	School Health Corporation	General Supplies	\$3,124.15
80413	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	\$535.00
80414	First Bankcard Center/Visa	General Supplies	\$51.48

Grand Island Public Schools

Claims Listing

February 10, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80415	First Bankcard Center/Visa	General Supplies	\$164.75
80416	First Bankcard Center/Visa	Web Based Software	\$40.80
80417	Aurora News-Register	Advertising	\$44.40
80418	Cash-Wa Distributing	Food	\$39,741.61
80419	Chesterman Company	Soda	\$65.12
80420	Culligan of Grand Island	General Supplies	\$308.75
80421	Doniphan Herald	Advertising	\$20.00
80422	Greenberg Fruit Company	Produce	\$12,065.46
80423	Host Coffee	Food	\$117.20
80424	Mid-Nebraska Disposal Inc	Refuse Disposal	\$334.30
80425	Pan-O-Gold Baking Co	Bread	\$3,233.43
80426	Pepsi-Cola Company	Soda	\$183.97
80427	Peterson Farms Fresh Inc	Produce	\$9,093.42
80428	The Shelton Clipper	Advertising	\$88.00
80429	US Foods - Grand Island	Food	\$17,327.34
80430	DAS State Accounting - Central Finance	Distance Education and Telecommunications	\$259.49
80431	Menards	General Supplies	\$261.74
80432	Professional Binding Products	General Supplies	\$1,838.90
80433	Quill Corporation	General Supplies	\$603.53
80434	The Mandt System, Inc	Employee Training and Development Services	\$2,843.00
80435	Menards	General Supplies	\$1,733.28
80436	Midwest Alarm Services	Technical Services	\$212.50
80437	Midwest Hydraulic	Technical Services	\$660.38
80438	Midwest Restaurant Supply LLC	General Supplies	\$343.81
80439	Mountain Math	General Supplies	\$95.95
80440	MRL Crane & Equipment Rental	Technical Services	\$165.00
80441	MSC Industrial Supply Co Inc	General Supplies	\$187.15
80442	NanoPac Inc	General Supplies	\$3,210.24
80443	NAPA Auto Parts of Grand Island	General Supplies	\$642.58
80444	Nebraska Fire Sprinkler Corp	Technical Services	\$3,438.00
80445	Nebraska Scientific	General Supplies	\$2,431.54
80446	Nebraska Truck Center Inc	Repairs and Maintenance Services	\$413.92
80447	Northwest Fitness	General Supplies	\$420.00
80448	Olsson Associates	Professional Services	\$13,280.00
80449	ORIGO Education Inc	Books & Periodicals	\$2,860.23
80450	Otis Elevator Company	Technical Services	\$1,135.71
80451	Overhead Door Of Grand Island	Technical Services	\$820.03
80452	Paper Tiger Shredding Inc	Refuse Disposal	\$255.00
80453	PPG Architectural Finishes Inc	General Supplies	\$221.28
80454	Prime Fitness USA	General Supplies	\$688.09
80455	Pro-Ed	Books & Periodicals	\$284.90
80456	R8 Productions LLC	Professional Services	\$100.00
80457	Ralston Schools Foundation	Miscellaneous Expenditures	\$1,000.00
80458	Read Naturally	Web Based Software	\$797.20
80459	Redbird Flight Simulations Inc	Technical Services	\$364.57
80460	Rentokil North America Inc	Technical Services	\$2,111.00
80461	Roberts Pump & Supply Co	General Supplies	\$45.52
80462	Rons Music	General Supplies	\$495.27
80463	Sapp Bros Petroleum Inc	General Supplies	\$3,002.00
80464	Scholastic Inc	Books & Periodicals	\$1,786.82
80465	Scholastic Inc.	Books & Periodicals	\$2,927.78
80466	Shar Products Company	General Supplies	\$236.58

Grand Island Public Schools

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80467	Shiffler Equipment Sales Inc	General Supplies	\$1,844.49
80468	Stagecoach Inc	General Supplies	\$48.00
80469	Staples Business Credit	General Supplies	\$401.28
80470	State Glass Inc	General Supplies	\$100.00
80471	State Steel Supply Co	General Supplies	\$3,136.31
80472	Stock-Trak Inc	Technical Services	\$1,350.00
80473	Surface Sealers Inc	Equipment	\$11,826.00
80474	Swank Movie Licensing USA	Dues and Fees	\$584.00
80475	Charter Communications Holdings LLC	Distance Education and Telecommunications	\$59.99
80476	Clearly Communications	Distance Education and Telecommunications	\$1,024.96
80477	DAS State Accounting - Central Finance	Distance Education and Telecommunications	\$259.49
80478	School Health Corporation	General Supplies	\$245.74
80479	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,868.30
80480	AKRS Equipment Solutions Inc	General Supplies	\$339.28
80481	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$742.00
80482	Amazon Cap Services Inc	Books & Periodicals	\$961.68
80483	American School Counselor Assn	Dues and Fees	\$69.00
80484	Best Buy Business Account	Technology Supplies	\$1,347.00
80485	Cannon Moss Brygger & Assoc	Professional Services	\$46,480.51
80486	Essential Personnel Inc	Cleaning Services	\$1,889.59
80487	FEV Tutor Inc	Technical Services	\$16,875.00
80488	Five Points Bank	General Supplies	\$503.50
80489	Grand Island Area Chamber Of Commerce	Advertising	\$150.00
80490	Grand Island Utilities Dept	Electricity	\$18,642.97
80491	Hall County Leadership Unlimited Inc.	Advertising	\$2,000.00
80492	Holiday Express	Student Transportation	\$4,875.00
80493	Idea Bank Marketing	Professional Services	\$212.50
80494	International Academy of Science	Web Based Software	\$15,000.00
80495	Janel Keyes	Mileage Paid to Staff	\$6.28
80496	Lakeshore Learning Materials	General Supplies	\$11,851.25
80497	Pearson Clinical Assessment	General Supplies	\$1,110.75
80498	Prime Communications Inc	Technology Hardware	\$45,700.25
80499	Really Good Stuff Inc	General Supplies	\$134.02
80500	Riverside Technologies Inc	Technology Supplies	\$9,815.00
80501	Robert Bishop	Mileage Paid to Staff	\$31.75
80502	Rowe Sanctuary Iain Nicolson Audubon Cen	Travel	\$555.00
80503	School Nurse Supply Inc	Custodial Supply Warehouse	\$5,545.00
80504	Sherwin Williams Company	General Supplies	\$54.66
80505	State Of Nebraska State Fire Marshal	Dues and Fees	\$60.00
80506	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	\$1,135.00
80507	University of Nebraska Kearney	Advertising	\$65.00
80508	Hiland Dairy Foods Company LLC	Milk	\$10,695.86
80509	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$1,056.40
80510	HyVee	Food	\$322.93
80511	Century Link	Distance Education and Telecommunications	\$73.81
80512	Century Link	Technical Services	\$599.24
80513	Century Link	Distance Education and Telecommunications	\$154.13
80514	Century Link	Technical Services	\$139.16
80515	Century Link	Distance Education and Telecommunications	\$434.99
80516	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$300.00
80517	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$6,000.00
80518	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$2,500.00

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80519	Midwest Connect LLC	Postage	\$1,000.00
80520	Nebraska Council of School Administrator	Employee Training and Development Services	\$335.00
80521	Northwestern Energy	Utility Energy Services	\$288.45
80522	Omaha World-Herald	Books & Periodicals	\$400.40
80523	Perry Guthery Haase & Gessford PC	Contracted Legal Services	\$3,482.52
80524	Pomp's Tire Service Inc	General Supplies	\$704.87
80525	Steele Law Office	Contracted Legal Services	\$1,073.00
80526	Unite Private Networks LLC	Distance Education and Telecommunications	\$47,435.88
80527	Alexis M Alvarez	Professional Services	\$50.00
80528	Amazon Cap Services Inc	General Supplies	\$2,954.18
80529	Angel Chaulk	Professional Services	\$50.00
80530	Apple Computer Inc	General Supplies	\$99.90
80531	Beth Brandt	Professional Services	\$50.00
80532	Briseida Flamenco	Professional Services	\$50.00
80533	Capital Business Systems Inc	Technology Supplies	\$620.00
80534	Capital Business Systems, Inc	Miscellaneous Expenditures	\$401.63
80535	Caroline Voss	Professional Services	\$50.00
80536	Christina M Vrooman	Mileage Paid to Staff	\$39.76
80537	DeLynn Margaret Karr	Mileage Paid to Staff	\$7.11
80538	Grand Island Independent	Advertising	\$1,750.00
80539	Grand Island Utilities Dept	Electricity	\$49,933.33
80540	Hannah Karabel	Professional Services	\$50.00
80541	Heather Alexander	Mileage Paid to Staff	\$20.66
80542	Holiday Express	Student Transportation	\$27,555.00
80543	Janalee M Hudiburgh	Professional Services	\$50.00
80544	Jaycee Gentleman	Professional Services	\$25.00
80545	Jordan Gydesen	Professional Services	\$50.00
80546	Kayla Ensz Darrough	Professional Services	\$50.00
80547	Kylie Yendra	Professional Services	\$50.00
80548	Leisa Gracia	Professional Services	\$25.00
80549	Lori L Eastwood	Professional Services	\$50.00
80550	Lrene Jo Braun	Professional Services	\$686.68
80551	Nikkia Anders	Professional Services	\$25.00
80552	Quentin Zeller	Mileage Paid to Staff	\$70.78
80553	Saffron Buettner	General Supplies	\$107.85
80554	Sarah Ellen Gumb	Professional Services	\$50.00
80555	Shanna J Taylor	Professional Services	\$25.00
80556	Shannon Hardenberger	Professional Services	\$50.00
80557	Stacy Klassen	Professional Services	\$50.00
80558	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,948.35
80559	Symmetry Energy Solutions LLC	Utility Energy Services	\$3,088.06
80560	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,968.30
80561	Symmetry Energy Solutions LLC	Utility Energy Services	\$4,535.45
80562	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,540.78
80563	Symmetry Energy Solutions LLC	Utility Energy Services	\$332.86
80564	Symmetry Energy Solutions LLC	Utility Energy Services	\$477.92
80565	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,047.16
80566	Symmetry Energy Solutions LLC	Utility Energy Services	\$4,124.07
80567	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,833.00
80568	UniFirst Corporation	Technical Services	\$277.78
80569	UniFirst Corporation	General Supplies	\$243.32
80570	Verizon Wireless	Distance Education and Telecommunications	\$1,039.98

Grand Island Public Schools

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80571	Verizon Wireless	Technology Hardware	\$490.86
80572	Verizon Wireless	Distance Education and Telecommunications	\$924.54
80573	Village Cleaners	Technical Services	\$25.00
80574	Wauneta Fletcher	Professional Services	\$25.00
80575	Alyssa Seamann	Professional Services	\$50.00
80576	Andrew Moss	Professional Services	\$25.00
80577	Ann M Schleicher	Professional Services	\$50.00
80578	Antonia Rodriguez	Professional Services	\$50.00
80579	April Sundberg	Professional Services	\$512.50
80580	Audrey Reimers	Professional Services	\$25.00
80581	Christina Mullins	Professional Services	\$25.00
80582	Deborah Renae Meyer	Professional Services	\$25.00
80583	Gina Lou O'Neill	Professional Services	\$50.00
80584	Gracie Schied	Professional Services	\$50.00
80585	Holly Schurman	Professional Services	\$2,015.22
80586	Jennifer J Nickel	Professional Services	\$1,860.00
80587	John Schultz	Mileage Paid to Staff	\$75.20
80588	Kailey Schleicher	Professional Services	\$50.00
80589	Kienna Norgaard	Professional Services	\$25.00
80590	Makenna Smallcomb	Professional Services	\$50.00
80591	Maria R Muir	Professional Services	\$50.00
80592	Maribel Strong	Professional Services	\$50.00
80593	Marla Rischling	Mileage Paid to Staff	\$66.36
80594	Mica Malone	Professional Services	\$50.00
80595	Mindy Moyer	Professional Services	\$1,222.50
80596	Robin Richelle Seim	Professional Services	\$50.00
80597	Samantha Lynn Smith	Professional Services	\$50.00
80598	Sandra K Scherbarth	Professional Services	\$50.00
80599	Sarah Nedrig	Mileage Paid to Staff	\$4.03
80600	Sarah Rogers	Professional Services	\$50.00
80601	Shannon Major	Professional Services	\$50.00
80602	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,868.30
80603	Amazon Cap Services Inc	Books & Periodicals	\$5,198.88
80604	Comstock Corporation	Student Transportation	\$2,970.00
80605	Educational Service Unit 10	Employee Training and Development Services	\$200.00
80606	Five Points Bank	General Supplies	\$503.50
80607	Grand Island Utilities Dept	Electricity	\$11,586.51
80608	JW Pepper Son Inc	General Supplies	\$68.99
80609	LessonPix Inc	Web Based Software	\$36.00
80610	Symmetry Energy Solutions LLC	Utility Energy Services	\$9,162.54
80611	Symmetry Energy Solutions LLC	Utility Energy Services	\$3,664.61
80612	Symmetry Energy Solutions LLC	Utility Energy Services	\$973.05
80613	Symmetry Energy Solutions LLC	Utility Energy Services	\$181.84
80614	Symmetry Energy Solutions LLC	Utility Energy Services	\$210.39
80615	Symmetry Energy Solutions LLC	Utility Energy Services	\$237.05
80616	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,992.35
80617	Symmetry Energy Solutions LLC	Utility Energy Services	\$6,205.32
80618	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,463.46
80619	Symmetry Energy Solutions LLC	Utility Energy Services	\$4,054.02
80620	Symmetry Energy Solutions LLC	Utility Energy Services	\$78.94
80621	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,949.67
80622	Symmetry Energy Solutions LLC	Utility Energy Services	\$141.21

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80623	Symmetry Energy Solutions LLC	Utility Energy Services	\$960.06
80624	Symmetry Energy Solutions LLC	Utility Energy Services	\$714.28
80625	Symmetry Energy Solutions LLC	Utility Energy Services	\$6,497.77
80626	Symmetry Energy Solutions LLC	Utility Energy Services	\$3,360.95
80627	Symmetry Energy Solutions LLC	Utility Energy Services	\$6,428.00
80628	Virco Inc	General Supplies	\$117.00
80629	Hiland Dairy Foods Company LLC	Milk	\$14,800.95
80630	Abante Marketing	Miscellaneous Expenditures	\$3,897.33
80631	Amazon Cap Services Inc	General Supplies	\$730.15
80632	Aramark Uniform Services	Technical Services	\$280.13
80633	Cydney Lounsbury	General Supplies	\$45.52
80634	Eakes Office Solutions	General Supplies	\$43.06
80635	Essential Personnel Inc	Cleaning Services	\$2,372.64
80636	Grand Island Utilities Dept	Electricity	\$22,596.54
80637	Grand Island Utilities Dept	Technical Services	\$381.22
80638	Instructure Inc	Employee Training and Development Services	\$600.00
80639	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,999.00
80640	Village Cleaners	Technical Services	\$306.46
80641	Markerboard People	General Supplies	\$630.00
80642	Nebraska Council of School Administrator	Dues and Fees	\$1,845.00
80643	Northwestern Energy	Utility Energy Services	\$2,541.11
80644	Office Depot	Custodial Supply Warehouse	\$6,233.85
80645	Psychological Assessment Resources Inc	General Supplies	\$301.32
80646	Rinder Printing Company	General Supplies	\$612.56
80647	Riverside Insights	General Supplies	\$999.72
80648	Super Saver	General Supplies	\$388.64
80649	Super Saver Five Points	General Supplies	\$2,285.32
80650	Danny Oberg	Rentals	\$3,100.00
80651	Mid-Nebraska Disposal Inc	Refuse Disposal	\$716.07
80652	Mid-Nebraska Disposal Inc	Refuse Disposal	\$1,025.00
80653	Mid-Nebraska Disposal Inc	Refuse Disposal	\$9,654.33
80654	Hiland Dairy Foods Company LLC	Milk	\$10,477.12
80655	Abby Stoddard	Mileage Paid to Staff	\$14.27
80656	Academic Hallmarks LLC	Books & Periodicals	\$88.00
80657	Ace Hardware	General Supplies	\$1,643.07
80658	Ace Hardware	General Supplies	\$127.55
80659	Ace Hardware	General Supplies	\$21.94
80660	Adilene Beltran Espinoza	Technical Services	\$90.00
80661	AKRS Equipment Solutions Inc	General Supplies	\$487.10
80662	Alexander Kemnitz	Mileage Paid to Staff	\$17.55
80663	Alisa Grim	Mileage Paid to Staff	\$21.59
80664	Allison Bailey	General Supplies	\$102.99
80665	Alpha Rehabilitation PC	Professional Education Services	\$2,096.80
80666	American Red Cross	Technical Services	\$384.00
80667	American School Counselor Association	Dues and Fees	\$129.00
80668	Andrea Poltack	General Supplies	\$17.44
80669	Andy Schneider	Mileage Paid to Staff	\$60.07
80670	Anneris Shafer	Mileage Paid to Staff	\$22.34
80671	Anya Covarrubias	Mileage Paid to Staff	\$16.96
80672	Aramark Uniform Services	Technical Services	\$1,061.38
80673	Arrowhead Forensics	General Supplies	\$391.78
80674	Ash Enterprises	Professional Services	\$2,225.00

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80675	Ashley Tomjack	Travel	\$81.47
80676	B & H Photo-Video Inc	General Supplies	\$1,698.84
80677	B2 Environmental Inc	Buildings	\$4,150.00
80678	Becky Gdowski	Mileage Paid to Staff	\$41.30
80679	Border States Industries Inc	General Supplies	\$5,177.20
80680	Bosselman Energy Inc	General Supplies	\$87.99
80681	Brand's	General Supplies	\$1,002.68
80682	Brenda Anderson	Mileage Paid to Staff	\$56.57
80683	Bryant Piano Service	Technical Services	\$950.00
80684	Cannon Moss Brygger & Assoc	Professional Services	\$56,987.57
80685	Carolina Biological Supply	General Supplies	\$68.03
80686	Cengage Learning	Web Based Software	\$1,280.76
80687	Classroom Security Blinds LLC	General Supplies	\$1,003.55
80688	Communications Engineering	Technical Services	\$17,415.00
80689	Communications Supply Corp	General Supplies	\$452.97
80690	Computer Hardware	Furniture and Fixtures	\$19,984.00
80691	Computer Information Concepts	Web Based Software	\$26,234.00
80692	Constance L Palu	Mileage Paid to Staff	\$14.04
80693	Construction Rental	General Supplies	\$259.00
80694	Copycat Instant Printing	General Supplies	\$1,879.63
80695	Cover One	General Supplies	\$53.00
80696	CPSS Inc	General Supplies	\$47.43
80697	Crescent Electric Supply	General Supplies	\$30.03
80698	Cummins Central Power	Technical Services	\$1,990.88
80699	Curriculum Associates	Books & Periodicals	\$1,559.70
80700	Dan Petsch	Mileage Paid to Staff	\$56.50
80701	Daniel Fullerton	Mileage Paid to Staff	\$38.31
80702	Daniel Phillips	Mileage Paid to Staff	\$39.96
80703	Darrell Holley	Mileage Paid to Staff	\$27.48
80704	David White	General Supplies	\$25.00
80705	Dawn Deuel-Rutt	Mileage Paid to Staff	\$8.43
80706	Demco	General Supplies	\$783.92
80707	Dennis Supply Company	General Supplies	\$13.74
80708	Diane Ostrowski	Dues and Fees	\$35.00
80709	Discount School Supply Order Dept	General Supplies	\$1,413.18
80710	District Management Group LLC	Dues and Fees	\$3,500.00
80711	Dobesh Land Leveling	Technical Services	\$788.70
80712	Eakes Office Solutions	General Supplies	\$3,510.18
80713	Eberl Plumbing & Drain	Technical Services	\$830.00
80714	Educational Service Unit 10	Professional Education Services	\$5,630.57
80715	Educational Service Unit 7	Professional Education Services	\$1,690.00
80716	Egan Supply Company	Custodial Supply Warehouse	\$1,306.62
80717	Eiman Abdelrahman	Technical Services	\$30.00
80718	Elda Leticia Martinez Cruz	Mileage Paid to Staff	\$18.59
80719	Elena Kathleen Garcia	General Supplies	\$245.83
80720	Eric Burger	Professional Services	\$700.00
80721	Estella Abuelsheikh	Technical Services	\$18.00
80722	Evan Lee	Travel	\$272.53
80723	Fastenal	General Supplies	\$1,105.37
80724	Follett School Solutions Inc	Books & Periodicals	\$9,298.89
80725	Fun Express LLC	General Supplies	\$34.72
80726	Grand Island Area Chamber Of Commerce	Advertising	\$650.00

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80727	Grand Island Area Economic Development	Dues and Fees	\$300.00
80728	Grand Island Express Inc	Repairs and Maintenance Services	\$97.68
80729	Grand Island Physical Therapy	Professional Education Services	\$32,562.55
80730	Greg Morrow	Mileage Paid to Staff	\$23.98
80731	Gustave A Larson Company	General Supplies	\$11,080.61
80732	H L Flake Co LTD	General Supplies	\$516.15
80733	Hall County Election Commissioner	Miscellaneous Expenditures	\$262.08
80734	hand2mind Inc	General Supplies	\$83.94
80735	Hastings Public Schools	Professional Education Services	\$9,485.37
80736	Head Start Family Dev Program	Professional Services	\$71,541.01
80737	Heath McClellan	Mileage Paid to Staff	\$22.81
80738	Hesselgesser Electric	General Supplies	\$2,040.93
80739	Holly Johnson	Mileage Paid to Staff	\$122.58
80740	Insulation Systems Inc	Technical Services	\$2,377.23
80741	Interstate All Battery Center	General Supplies	\$470.45
80742	Island Indoor Climate	Technical Services	\$545.00
80743	IXL Membership Services	Web Based Software	\$349.00
80744	Jacqueline Juarez Meier	Mileage Paid to Staff	\$9.85
80745	Jaehyun Kim	Mileage Paid to Staff	\$13.11
80746	Jami Lee Dutcher	Mileage Paid to Staff	\$23.75
80747	Jamie Bisbee	Mileage Paid to Staff	\$8.06
80748	Jeffrey Balz	Mileage Paid to Staff	\$21.06
80749	Jennifer Hahn	Mileage Paid to Staff	\$26.91
80750	Jennifer Skrdla	Mileage Paid to Staff	\$7.72
80751	Jenny Lynn Rother	Mileage Paid to Staff	\$45.25
80752	JoAnn Jaros	Mileage Paid to Staff	\$11.73
80753	John Schultz	Mileage Paid to Staff	\$41.59
80754	Johnson Hardware	General Supplies	\$40.00
80755	Jones & Bartlett Learning LLC	Books & Periodicals	\$2,039.25
80756	Joni Mayfield	Mileage Paid to Staff	\$47.20
80757	Josue Azahel Covarrubias Rubio	Travel	\$172.00
80758	JP Boiler Service LLC	Technical Services	\$2,268.00
80759	Juana Gomez	Mileage Paid to Staff	\$11.98
80760	Judith Grimes	Mileage Paid to Staff	\$20.82
80761	JW Pepper Son Inc	General Supplies	\$1,701.13
80762	Karisa Dubbs	Mileage Paid to Staff	\$22.92
80763	Karma L Lewandowski	Mileage Paid to Staff	\$23.69
80764	Katherine Nootz	Mileage Paid to Staff	\$139.60
80765	Kelly Supply Co	General Supplies	\$982.01
80766	Kenneth DeFrank	Mileage Paid to Staff	\$36.50
80767	Kidwell Inc	Technical Services	\$218.75
80768	Kimberly Foley	Mileage Paid to Staff	\$9.76
80769	Krista Sherick	Web Based Software	\$17.99
80770	Kristin Watson	Mileage Paid to Staff	\$6.20
80771	Lakeshore Learning Materials	General Supplies	\$568.10
80772	Laminator.Com	Equipment	\$3,959.98
80773	Laura R McQuinn	Mileage Paid to Staff	\$23.52
80774	Legacy Outdoor Advertising LLC	Advertising	\$575.00
80775	Library Store	General Supplies	\$68.15
80776	Lisa Albers	Travel	\$99.45
80777	Literacy Resources LLC	Books & Periodicals	\$1,425.41
80778	Lori Forsythe	Mileage Paid to Staff	\$7.76

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80779	Loria Thunker	Mileage Paid to Staff	\$23.50
80780	Love Signs	Technical Services	\$5,009.00
80781	LUNA Language Services	Technical Services	\$100.00
80782	Lynn Bender	Mileage Paid to Staff	\$4.03
80783	Maria Trejo Guerrero	Mileage Paid to Staff	\$25.37
80784	Marks Plumbing Parts	General Supplies	\$4,809.91
80785	Marla Rischling	Mileage Paid to Staff	\$45.62
80786	Marty Markvicka	Mileage Paid to Staff	\$17.46
80787	Mary Catherine Cairns	Mileage Paid to Staff	\$9.82
80788	Matheson Tri Gas Inc	General Supplies	\$904.39
80789	Matt Friend Truck Equipment	General Supplies	\$376.50
80790	McGraw-Hill School Education	Books & Periodicals	\$1,998.27
80791	Mechanical Sales Inc	General Supplies	\$315.99
80792	Meg Trout	Mileage Paid to Staff	\$6.27
80793	Megan L Jaixen	Professional Education Services	\$4,020.00
80794	Menards	General Supplies	\$1,854.87
80795	Meredith Davis	Mileage Paid to Staff	\$91.84
80796	Midamerica Books	Books & Periodicals	\$424.90
80797	Midwest Alarm Services	General Supplies	\$355.00
80798	Midwest Restaurant Supply LLC	Professional Services	\$506.98
80799	Morgan Eihusen	Mileage Paid to Staff	\$2.63
80800	NAPA Auto Parts of Grand Island	Repairs and Maintenance Services	\$966.54
80801	Nebraska Council of School Administrator	Dues and Fees	\$845.00
80802	Nebraska Fire Sprinkler Corp	Technical Services	\$2,674.00
80803	Nebraska Truck Center Inc	Repairs and Maintenance Services	\$3,315.46
80804	Neil Berger	General Supplies	\$105.00
80805	New Solutions K12	Employee Training and Development Services	\$5,000.00
80806	Nichole Stoltenberg	Mileage Paid to Staff	\$17.92
80807	Nicole O Hara	Mileage Paid to Staff	\$22.46
80808	Nicole Zulkoski	Professional Services	\$50.00
80809	O Hara Plumbing Co Inc	Technical Services	\$3,229.10
80810	Officenet-Fremont	General Supplies	\$1,096.76
80811	Olsson Associates	Buildings	\$9,960.00
80812	On To College	Professional Services	\$36,380.00
80813	One Source	Technical Services	\$702.50
80814	ORIGO Education Inc	Books & Periodicals	\$1,098.78
80815	Oscar Morales	Mileage Paid to Staff	\$9.47
80816	Otis Elevator Company	Technical Services	\$3,717.12
80817	Pamela Moritz	Mileage Paid to Staff	\$11.31
80818	Paper Tiger Shredding Inc	Refuse Disposal	\$240.00
80819	Patricia Van Pelt	General Supplies	\$23.26
80820	Pearson Clinical Assessment	General Supplies	\$859.84
80821	Perform Better	General Supplies	\$695.00
80822	Pitsco Inc	General Supplies	\$38.70
80823	Platte Valley Communications	General Supplies	\$3,521.10
80824	Policy Studies Associates Inc	Professional Education Services	\$9,166.67
80825	Pomp's Tire Service Inc	Repairs and Maintenance Services	\$1,243.19
80826	Power Distributors LLC	General Supplies	\$36.00
80827	PPG Architectural Finishes Inc	General Supplies	\$88.99
80828	Preston James E	Mileage Paid to Staff	\$21.99
80829	Protex Central Inc	Technical Services	\$668.95
80830	Quentin Zeller	Mileage Paid to Staff	\$52.30

Grand Island Public Schools

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<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80831	Rachel Schiley	Mileage Paid to Staff	\$8.89
80832	Really Great Reading Company LLC	General Supplies	\$3,826.90
80833	Rebecca Christensen	Mileage Paid to Staff	\$13.99
80834	Redbird Flight Simulations Inc	Technical Services	\$152.24
80835	Renee Ekhoﬀ	General Supplies	\$25.24
80836	Rentokil North America Inc	Technical Services	\$2,448.00
80837	Rinder Printing Company	Professional Services	\$254.67
80838	Riverside Technologies Inc	Technology Supplies	\$1,025.00
80839	Robert Bishop	Mileage Paid to Staff	\$19.42
80840	Rons Music	General Supplies	\$3,041.65
80841	Rosemary Gomez	Mileage Paid to Staff	\$45.86
80842	Safety-Kleen Corporation	Technical Services	\$1,328.17
80843	Saffron S. Buettner	Dues and Fees	\$224.00
80844	Sage Publications	General Supplies	\$42.90
80845	Sandra Ellen Ponce	Mileage Paid to Parents	\$51.97
80846	Sarah K Henry	Mileage Paid to Staff	\$35.39
80847	Scholastic Book Clubs Inc	Books & Periodicals	\$222.50
80848	Scholastic Inc	Books & Periodicals	\$239.58
80849	School Health Corporation	General Supplies	\$125.69
80850	Shayla Renee Carstens	Professional Services	\$50.00
80851	Sherwin Williams Company	General Supplies	\$695.22
80852	SMARTEST Edu Inc	Web Based Software	\$2,640.00
80853	Sports Facility Maintenance LLC	Technical Services	\$20,472.04
80854	Stacie Faber	Mileage Paid to Staff	\$16.38
80855	State Glass Inc	Technical Services	\$819.10
80856	State Steel Supply Co	General Supplies	\$119.12
80857	Stelling Brass & Winds	Professional Services	\$1,628.50
80858	Stephanie Allen	Professional Services	\$25.00
80859	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	\$705.00
80860	Subscription Services Of America Inc	Books & Periodicals	\$423.85
80861	Summer Bartunek	Mileage Paid to Staff	\$5.44
80862	Suyapa Gonzalez	Mileage Paid to Staff	\$33.05
80863	Swank Movie Licensing USA	Dues and Fees	\$449.00
80864	T C Ceilings Inc	General Supplies	\$297.72
80865	Tally Creative Inc	Advertising	\$630.00
80866	Tannor Tobler	Mileage Paid to Staff	\$31.59
80867	Tech4Learning	Web Based Software	\$14,959.75
80868	Terry Brown	Travel	\$196.43
80869	The Bulk Bookstore	Books & Periodicals	\$1,634.50
80870	The Children's Aid Society	Employee Training and Development Services	\$200.00
80871	The Home Depot Pro	Custodial Supply Warehouse	\$15,659.28
80872	Theresa Beck	Mileage Paid to Staff	\$40.95
80873	Therese Hulme	Mileage Paid to Staff	\$24.86
80874	TK Elevator Corporation	Technical Services	\$3,323.46
80875	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$1,713.73
80876	Toni Palmer	Mileage Paid to Staff	\$22.92
80877	Toofast Supply	General Supplies	\$992.87
80878	Tools 4 Reading LLC	General Supplies	\$130.00
80879	Trausch Dynamics	General Supplies	\$17.20
80880	Travas G Wright	Mileage Paid to Staff	\$27.48
80881	Tri-Cities Group Inc.	Technical Services	\$196.68
80882	Tumbleweed Press Inc	E-Books	\$479.20

Grand Island Public Schools

Claims Listing

February 10, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
80883	Tyler Business Forms	General Supplies	\$1,974.37
80884	University of Nebraska Kearney	Professional Services	\$6,000.00
80885	UNL Career Services	Advertising	\$150.00
80886	Varidesk LLC	General Supplies	\$355.50
80887	Virco Inc	General Supplies	\$351.00
80888	Voyager Sopris Learning Inc	Books & Periodicals	\$1,670.72
80889	Winsupply of Grand Island	General Supplies	\$5,565.85
80890	Wonder Workshop Inc	General Supplies	\$359.98
80891	Yandas Music	General Supplies	\$4,276.95
80892	Ace Hardware	General Supplies	\$9.98
80893	Amazon Cap Services Inc	General Supplies	\$138.87
80894	Anthony Santoyo	Mileage Paid to Staff	\$56.63
80895	Barbara Knuth	Mileage Paid to Staff	\$17.55
80896	Blanca Estela Almaguer	Mileage Paid to Staff	\$19.95
80897	Bosselman Energy Inc	General Supplies	\$111.51
80898	Brenmar Company Inc	General Supplies	\$3,933.12
80899	Carolyn Arends	Mileage Paid to Staff	\$18.66
80900	Cash-Wa Distributing	Food	\$97,716.95
80901	Chesterman Company	Soda	\$355.40
80902	Cooper Atkins Corp	Technical Services	\$1,735.00
80903	Dina Goscha	Mileage Paid to Staff	\$15.44
80904	Evelyn R Seim	Mileage Paid to Staff	\$32.18
80905	Greenberg Fruit Company	Produce	\$22,533.69
80906	Hobart	Repairs and Maintenance Services	\$224.52
80907	Kevin Harpham	Mileage Paid to Staff	\$17.55
80908	Lisa Moss	General Supplies	\$79.84
80909	Maria Acuna	Mileage Paid to Staff	\$6.08
80910	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$4,350.04
80911	MJM Marketing	Food	\$1,904.00
80912	Pan-O-Gold Baking Co	Bread	\$2,481.45
80913	Pepsi-Cola Company	Soda	\$118.22
80914	Peterson Farms Fresh Inc	Produce	\$5,237.48
80915	Renee Schwieger	Mileage Paid to Staff	\$14.63
80916	Ripple Foods, PBC	Food	\$3,494.40
80917	Suzanne Marie Amerson	Mileage Paid to Staff	\$2.11
80918	Teresa Abuwisha	Mileage Paid to Staff	\$8.42
80919	US Foods - Grand Island	Food	\$38,371.75
80920	VVS Inc	Food	\$243.06
79960	First Bankcard Center/Visa	Travel	\$7,571.53
80114	Nebraska Association of School Boards	Dues and Fees	\$6,860.00
Wire	Principal Life Insurance Company	Buildings	\$375,000.00
Wire	Anderson Ford Lincoln Mercury	Vehicles	\$40,429.00
Wire	Holiday Express	Student Transportaion	\$29,091.96
Wire	Holiday Express	Student Transportaion	\$23,771.07
		January Claims	\$2,087,080.74
		January 14, 2022 Payroll	\$8,166,205.29
			<u>\$10,253,286.03</u>

Kneale Administration Building



January 28, 2022

RE: Proposals Received for the Sale of Used Weight Room Equipment
@ Grand Island Senior High School

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

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

BIDS GIVEN TO:

Pure Fitness Innovations

We Buy Gym Equipment

BIDS RECEIVED:

Pure Fitness Innovations: \$4,000 Lump Sum Bid

RECOMMENDATION:

It is recommended to approve the bid from Pure Fitness Innovations for a lump sum bid of \$4,000.

Dan O. Petsch
Director of Buildings & Grounds

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

**STAFF ADJUSTMENT
February 10, 2022**

Certified New Hires

<u>Name</u>	<u>Assignment//FTE/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
NONE					

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Adam Brown	Reserve Baseball/Senior High	01/30/22	P. Cloutier
Craig Dubbs	9th Grade Assistant Boys Wrestling/ Senior High	01/14/22	A. Joseph
Caitlin Houdek	MS Girls Soccer/Walnut	01/04/22	R. Kissack
Richard Kissack	MS Assistant Girls Track/Walnut	01/04/22	J. Hawkins

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Ashley Bahena Campos	Bilingual Paraeducator/ West Lawn	1.0	01/10/22	M. Torres
Alex Barribo	IT Technician/Kneale	1.0	01/24/22	B. West
Denae Brandt	Paraeducator/Jefferson	.9375	01/22/22	N. Dak
Stacie Holder	Food Server/ Shoemaker	.4375	01/10/22	N. Petzoldt
John Johnson	Technician Assistant/ Senior High	1.0	01/04/22	D. Nearhood
Bradley Knapp	Assistant Custodian/ Dodge	1.0	02/07/22	E. Sowl
Viridiana Lopez-Chavez	Bilingual Paraeducator/ Dodge	.9375	01/13/22	D. Guerrero
Lucero Lozano	Bilingual Paraeducator/ Senior High	.9375	01/03/22	B. Arellano
Robert Nelson	Assistant Custodian/ Walnut	1.0	01/26/22	M. Flores
Lori Radke	Paraeducator/Engleman	.9375	01/25/22	V. Kaufman
Cody Schiernbeck	Head Food Server/ Engleman	.8750	01/12/22	N. Eberle
Denise Spencer	Skills Academy Paraeducator/ Westridge	.9375	01/19/22	H. Neisner
Jonathon Straight	Behavior Paraeducator/Jefferson	.9375	11/30/21	Student Need
Drew Volker	Assistant Custodian/Senior High	1.0	01/19/22	A. Garcia

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
McClain Botsford	Second Grade/1.0 FTE/Wasmer	Relocation	05/23/22
Maria Guerrero	Bilingual/1.0 FTE/Shoemaker	Personal	05/23/22
Christine Mendyk	English Language Arts/1.0 FTE/Senior High	Retirement	05/23/22

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Paul Cloutier	Reserve Boys Baseball/Senior High	Personal	05/24/21
Christina Dubbs	MS Wrestling/Walnut	Personal	01/07/22
Cesar Duran	MS Soccer/Walnut	New Position	01/07/22
Sarah Garduno	Dance Team Coach/Senior High	Personal	01/13/22
Richard Kissack	MS Assistant Girls Soccer/Walnut	New Position	01/04/22
Megan Slough	MS Volleyball/Walnut	Personal	05/23/22
Angela Wiegert	MS Volleyball/Walnut	Personal	05/23/22
Amber Wissing	Head Volleyball Coach/Walnut	Personal	05/23/22

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Madeline Atkins	Special Education Paraeducator/.9375 FTE/ Success Academy	Personal	01/21/22
Gina Best	Special Education Paraeducator/.9375 FTE/ Gates	Relocation	01/28/22
Cynthia Bennett	Skills Academy Secretary/1.0 FTE/ Westridge	Personal	01/05/22
Alma Cristobal	Secretary to Principal/1.0 FTE/Dodge	Personal	02/10/22
Samuel Goscha	Satellite Clerk/.9375 FTE/CNC	Personal	01/07/22
Diana Guerrero	Bilingual Paraeducator/.9375 FTE/Dodge	Personal	01/14/22
Kyrni Harring	Special Education Paraeducator/.9375 FTE/ Senior High	New Position	01/14/22
Suliman Koudi	Assistant Custodian/1.0 FTE/Shoemaker	Job Abandonment	12/21/21
Jaime Ortiz Chavez	IT Technician/1.0 FTE/Senior High	Personal	12/27/21
Maria Parra	Bilingual Paraeducator/.875 FTE/ Lunch Noon Monitor/.1250 FTE/Jefferson	Passed Away	12/28/21
Anna Ramirez	Paraeducator/.9375 FTE/Starr	Personal	01/05/22
Morgan Schleicher	Skills Academy Paraeducator/.9375 FTE/ Wyandotte Skills	Personal	01/18/22
Edward Sowl	Assistant Custodian/1.0 FTE/Dodge	Passed Away	01/04/22
Tyler Tomaszkiwicz	ISS Supervisor/1.0 FTE/Barr	Personal	01/04/22
William Washington	Head Custodian/1.0 FTE/Wasmer	Retirement	01/14/22

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Michelle Simmons	Executive Service Coordinator/1.0 FTE/ Kneale	Human Resources Business Partner/ 1.0 FTE/Kneale	01/10/22	Deb Franklin
Marisalynn Koepke	Special Education Resource/.50 FTE/ /Lincoln/Special Education Resource /.50 FTE/Wasmer	Special Education Resource/1.0 FTE/ Wasmer	01/06/22	Student Need

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Adam Joseph	9th Grade Head Boys Wrestling/.40 FTE/ Senior High	9th Grade Head Assistant Boys Wrestling/1.0 FTE/ Senior High	01/14/22	Z. Hawkins

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Nancy Eberle	Head Food Server/ .25 FTE/ Food Server/ .50 FTE/Engleman	Food Server/.50 FTE/ Engleman	01/10/22	Employee Request
Alfredo Garcia	Assistant Custodian/ 1.0 FTE/Senior High	Head Custodian/ 1.0 FTE/Wasmer	01/03/22	W. Washington
Amber Magana	Special Education Paraeducator/ .9375 FTE/Barr	ISS Supervisor/ 1.0 FTE/ Barr	01/05/22	T. Tomaszkiewicz
Casey Santos	Special Education Paraeducator/ .9375 FTE/ Westridge	Skills Academy Paraprofessional/ .9375 FTE/Westridge	01/31/22	S. Massing
Joseph West	IT Technician/ 1.0 FTE/Kneale	IT Technician/ 1.0 FTE/Senior High	01/03/22	S. Bassnett

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

Grand Island Public Schools

Fund Balances

Fiscal Year: 2020-2021

Month: February

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

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: ???.???.??

Girls Bowling - Coach Brad Earnest:

Esther Silva
Anna Kolar
Ellie Borkaw
Breanna Miller
Emaleigh Dreher
Maggie Robinson

Boys Bowling - Coach Paul Lee:

Malik Hansen
Kaden Kuusela
Brayden Lee
Jett Hennings
Christian Mendoza
Austin Sinsel
Brock Hurley
Adam Dreher
Cody Cadwalder
Thomas Kolar

Girls Wrestling - Head Coach Jeff Evans, Asst. Christy Dubbs, Asst. Bryan Ramallo:

Callie Taylor, Lluvia Fierro, Adrianna Cabello, Sage McCallum, Anyia Roberts, Allisen Edwards,
Ayla Strong, Lluvia Cortes-Garcia, Meghan Hixon, Ayviah Harris, Katie Nicolas Pedro
Alejandra Citalan, Austyn White (Redden), Carmen Chacon, Genesis Solis, Samantha Torress,
Cladis Lucas-Escobar, Kendra Perez-Orozco, Jasmine Morales, Alexis Perez, Fernanda Perea, Sarai
Mendez, Cladia Vasquez, Brianna Francisco, Sandra Gutierrez, Cinthya Juarez, Alondra Salazar, Mia
Chicoji, Maria Lindo-Morente, Karma Marshall, Mileny Dominquez

Grand Island Public Schools
Grand Island Education Association Master Contract
Tentative Agreement
2022-2023 Contract Year

The Grand Island Education Association (hereinafter referred to as the "GIEA"), and the Board of Education of the Grand Island Public School District (hereinafter referred to as the "District"), the GIEA and the District agree to a 1- year contract as follows:

I. Revisions to Master Agreement. The parties agree that the Master Agreement between the District and the GIEA, as the same presently exists, shall be amended as follows:

ARTICLE III SALARY COMPENSATION

3.1 Schedule:

A. The negotiated salary schedule for the 2022-2023 Contract Year shall be attached to the Master Agreement which is attached hereto as Appendix A. Appendix A is hereby incorporated herein by this reference.

3.3 A. Salary Compensation:

1. Schedule Base Salary:

The base salary used for purposes of the salary schedule for the 2022-2023 contract year shall be \$36,946.92. (hereinafter referred to as the "Schedule Base") providing a 3% salary increase

2. A. Election of Flat Base Salary:

Faculty members employed prior to the 2008-2009 school year having made an irrevocable election to continue to receive the "Flat Base Salary", in addition to their Schedule Base compensation shall receive an additional Flat Base of \$9,334.56 subject to paragraph c. below; such irrevocable election shall have been made prior to the effective date of the 2016-2017 negotiated agreement and shall be binding and effective for the balance of the faculty member's employment with the School District unless modified by the terms of a subsequent negotiated agreement.

Clarify Definition of flat and indexed salary:

For purposes of this agreement, the term "Flat Base Salary" or "Flat Base" shall mean monetary "compensation" as defined at Neb. Rev. Stat. 79-903(35)(a) in the amount of \$9,334.56 which is subject to Nebraska Public Employee Retirement System (NPERS); and the term "Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit" shall mean health and dental insurance and a monetary stipend fringe benefit as defined at Neb. Rev. Stat. 79-903(35)(b) with the level of health and dental insurance and fringe benefit stipend at the level or in the amount set forth herein which is not subject to contributions to NPERS.

3/3.B Health and Dental Insurance/Fring Stipend/Health Reimbursement

Account Benefit:

1. Health and Dental Insurance Plan Type and Participation in Plan.
 - a. Health and Dental Insurance Plan Type: The School District shall provide health and dental insurance coverage equal to the Educators Health Alliance (EHA) health insurance plan described at the Blue Preferred \$1,050 Deductible/\$3,800 deductible HSA-eligible Dual Choice Plan...
2. Faculty Members Employed Prior to the 2008-2009 School Year.
 - a. (1) Full-Time Faculty Members Employed Prior to the 2008-2009 School Year: Full-time Faculty Members employed prior to the 2008-2009 school year who have made the irrevocable election prior to the 2016-2017 school fiscal year and the EHA plan year to enroll in the H&D/FS/HRA Option shall be provided the \$3800 Deductible HSA-eligible BC/BS EHA Health and Dental Insurance Plan, and shall have the choice to receive either an annual fringe benefit stipend or a district contribution into a Health Savings Account (HSA) equal to \$1,403.52 (the difference between the annual EHA plan "Employee" School District provided \$3800 Deductible HSA-eligible of the Blue Preferred Health and Dental Coverage cost for the 2022-2023 fiscal year and \$9,334.56) paid in twelve (12) equal installments during the 2022-2023 contract year, PLUS a contribution to a Health Reimbursement Account (HRA) established for each Faculty Member making such election in the annual sum of \$1,315, with such payment to be made by the School District to the Faculty Member's HRA account on or before October 15 of each fiscal and contract year. An election by a Faculty Member to receive the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account shall be irrevocable, and the Faculty Member shall not be eligible to receive the Flat Base at any time in the future. Faculty Members may elect to enroll in the \$1,050 deductible plan under the Dual Choice option, and have the balance of the premium costs paid from his/her HRA account and/or Fringe Benefit Stipend per a salary reduction agreement with the School District.

(2) Part-time Faculty Members Employed Prior to the 2008-2009 School Year: Part-time Faculty Members employed prior to the 2008-2009 school year having an FTE of .5 or more who have made the irrevocable election prior to the 2016-2017 school fiscal year and the EHA plan year -to enroll in the H&D/FS/HRA Option described in paragraph 3.3.B.2.a.(l) above, shall be provided such benefit option calculated and determined as follows: Total Benefit Cost = \$9,334.56 X (FTE of.) = Total Benefit Dollars available to Part-Time Faculty Member; the Total Benefit Dollars shall be first applied to the payment of the premium costs for the health and dental insurance deductible under the Dual Choice Plan elected by

the Faculty Member (either \$1,050 deductible or \$3,800 deductible HSA-eligible), with any balance of the Total Benefit Dollars remaining after payment of the full cost of the health and dental insurance premium to be paid into the HRA

account established for such Faculty Member, and with any remaining balance of the Total Benefit Dollars after the full contribution into the HRA account of \$1,315, to be paid to the Faculty

Member as a Fringe Stipend. An election by a Part-time Faculty Member to receive the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account shall be irrevocable, and the Faculty Member shall not be eligible to receive the Flat Base at any time in the future.

Faculty Members may elect to enroll in the \$1,050 deductible plan under the Dual Choice option, and have the balance of the health and dental insurance premium cost paid from his/her HRA account and/or Fringe Benefit Stipend per a salary reduction agreement with the School District.

3. Faculty Members Employed for the 2008-2009 School Year and Thereafter.

(a) "Health and Dental Insurance/Fringe Benefit" Stipend - Full-Time Faculty Members (Employees with an FTE of 1.0 or more):

- (1) Full-Time Faculty Members Employed for the 2008-2009 school year-and Thereafter Electing Health and Dental Insurance: Full-time Faculty Members employed for the 2008-2009 school year and thereafter, and electing to enroll in the School District provided \$3,800 deductible HSA-eligible of the BC/BS EHA Health and Dental Insurance Plan provided by the district, shall receive an annual fringe benefit stipend equal to \$1,403.52 (the difference between the annual EHA plan "Employee" School District provided \$3,800 deductible HSA-eligible of the Blue Preferred Health and Dental Coverage cost for the 2022-2023 fiscal year and \$9334.56) paid in twelve (12) equal installments during the 2022-2023 contract year.

5. Compensation for teachers who absorb students from an unfilled absence - Pay teachers for absorbing the students of another teacher's classroom (when a sub is not available) as follows:

- No additional pay if a teacher has additional students for 1 hour or less.
- If a teacher is assigned students from another classroom, and the total number of students (normal class roster plus additional

students from another classroom) exceed 30 (elementary) or 32 (MS or HS), the teachers impacted will be paid the pro rata amount (equally divided among teachers receiving extra students) of the sub teacher daily rate of pay. If a teacher receives extra students, but does not meet or exceed the qualifying threshold of total students, the pro rata daily sub rate will be unpaid to anyone. This additional pay will be based on ½ day of sub pay if the additional students are present in the teachers classroom for more than 1 and up to 3.75 hours, or a full day of sub pay if more than 3.75 hours.

This provision will sunset at the end of the 22-23 contract year, so that the fiscal impact and administrative impact can be evaluated. Any extension beyond 22-23 will need to be negotiated.

ARTICLE X MISCELLANEOUS PROVISIONS

10.9 **Committee to Study Leaves.** The parties agree to continue with a committee, comprised of equal representation of board of education members, GIPS administration, and representatives from GIEA, to study the district certified paid leave benefits (sick leave, family illness, personal days, bereavement leave and discretionary leave). Either party, separately or in conjunction with the study committee may present proposal(s) for negotiation when the bargaining process for the 2023-2024 contract year begins.

10.10 Complete Agreement. The parties acknowledge that during the negotiations which have resulted in this Agreement, each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that this shall constitute the entire agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged or modified, except through mutual agreement set forth in writing and signed by the parties hereto. (It is acknowledged that in implementing the changes to the Master Agreement set forth in this Tentative Agreement, there may be additional grammatical changes, and the deletion of language for previous contractual elements that have expired. These changes will not alter the material intent of either the Master Agreement or the Tentative Agreement.)

10.11 Management Rights. Anything herein to the contrary notwithstanding, the District, except as is expressly provided in this Agreement, reserves exclusively

unto itself all rights, powers, discretions, authorities, and prerogatives vested in it, whether exercised or not, and nothing herein shall be deemed or construed in any manner as constituting a delegation or waiver of any such right, power, discretion authority or prerogative.

WHEREFORE, the parties have entered into this Agreement this ___ day of ____, 2022 fully intending the same to be binding upon themselves, their receivers and assigns.

GRAND ISLAND PUBLIC SCHOOLS

ATTEST:

Date: _____

Secretary of the Board of Education

President of the Board of Education

GRAND ISLAND EDUCATION ASSOCIATION

ATTEST:

Date: _____

Chief Negotiator, GIEA

President, GIEA

8430 STUDENT APPEARANCE

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

GIPS attire guidelines exist to recognize that our schools and community partners require a more respectful attire than what is sometimes worn on social media and in the community outside of GIPS. Respectful guidelines include but are not limited to:

- All students must be covered from mid-thigh to top of chest in clothing that covers all undergarments
- Items that cover the head, neck, or face other than, district required mask or approved religious attire, are not permitted
- For grades 6-12, school issued ID must be made visible on the upper torso

All students, parents, and staff are responsible for implementation of the attire guidelines in GIPS. Students violating the attire guidelines will be asked to change their clothing before continuing in school. Students participating in extracurricular activities will follow coach/sponsor clothing guidelines.

If a student violates the policy on a repeated basis (3 or more violations), the student shall be subject to such consequences as are determined to be appropriate by the school administrator(s) in light of the particular situation. Consequences may include, but are not limited to, detention, in-school suspension, out-of-school suspension, and expulsion.

Legal Reference: Neb Statute 79-526
Cross Reference: 8431 Body Piercing, Jewelry, and Tattoos
8432 Un-sponsored Organizations or Gang Activities

Policy Adopted - November 3, 1980
Policy Reviewed 5-5-97
Policy Revised: 4-12-2011
Policy Revised: 12.12.2019
Policy Revised: 11.12.2020
Policy Reviewed/Revised: ???.???.??

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

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

GRAND ISLAND PUBLIC SCHOOLS

Title: **Ms. Kristen Irej**, Chief of Human Capital Management
Coordinator for Staff Complaints

Office address:

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

Email: kirey@gips.org

Phone number: 308-385-5900

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

KAREN A. HAASE ^{NE, SD, LA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}
COADY H. PRUETT ^{NE, CO}



JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SARA HENTO ^{SD, NE}
SHARI RUSSELL, Paralegal

[Date]

Re: *Legal Representation Agreement*

Dear Superintendent _____,

We are delighted to confirm our agreement to serve as legal counsel for _____ Public Schools. Our representation will begin upon our receipt of a copy of this Agreement. Our practice is to provide all clients with a written engagement letter so that you have a clear understanding of the terms of our representation of you and KSB School Law's policy for billing you for legal services.

We will charge hourly rates in connection with all of the work performed for _____ Public Schools. We send statements each month and will send them by email to your attention. Our statements are due and payable each month. It is our firm's practice to record time in increments of one-tenth of an hour. We will assign tasks related to representing you among all of us, based on expertise, cost and availability. Karen Haase's current hourly rate is \$325, Steve William's current hourly rate is \$325.00 and Bobby Truhe's current rate is \$290.00. Coady Pruett, Jordan Johnson, Tyler Coverdale and Sara Hento are our associate attorneys. Coady's current hourly rate is \$250.00, Jordan's is \$200.00, Tyler's is \$200.00, and Sara's is \$180.00. Shari Russell is our paralegal and her current hourly rate is \$175.00. Any work completed by our law clerk will be billed at the hourly rate of \$100.00. Our hourly rates are annually adjusted.

When our firm incurs various expenses such as photocopying, postage, and mileage, we also include those costs in our monthly statements.

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED

141 NORTH MAIN AVENUE, SUITE 504
SIOUX FALLS, SOUTH DAKOTA 57104

[Mr./Ms. Recipient]

[Date]

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KSB School Law is not requiring you to pay any up-front retainer. However, we may do so in the rare event that specific circumstances arise hereafter that would, in our judgment, require the deposit of a retainer. Any retainer provided to us will be deposited in KSB School Law's trust account. By signing this Agreement, you give KSB School Law permission to collect fees and expenses from the retainer based on our monthly billing. KSB School Law will provide you with its statement of fees and expenses paid from the retainer. You may be called upon by KSB School Law, at our discretion, to replenish the retainer amount periodically. Any unused portion of the retainer remaining after all legal fees and expenses have been paid will be returned to you. You will not earn or be paid interest on the retainer.

Our representation will continue until the matter you have retained us to advise you upon is concluded, you terminate our representation, or we withdraw from the representation. Our representation of you does not include tax advice. You may terminate our representation of you at any time, with or without reason. Your termination of KSB School Law's representation in no way relieves you of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of our file materials. Likewise, KSB School Law reserves the right to withdraw from representation under circumstances permitted by the applicable rules of professional conduct. At the conclusion of our representation of you, we will retain your legal files for a period of 7 years after we close our files. At the expiration of the 7-year period, we may destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

KSB School Law has determined that there are no current conflicts of interest in our representation of you. However, as new matters arise in our ongoing representation of you, it is possible that new circumstances could present a conflict of interest concerning that new matter. If we become aware of a conflict we will promptly advise you and exercise our ethical obligation to withdraw or decline representation on the conflicting matter as required by the applicable rules of professional conduct. By signing this agreement, you acknowledge that we have informed you of the risks and the consequences of potential conflicts.

[Mr./Ms. Recipient]

[Date]

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Please give one of us a call or drop us an e-mail at ksb@ksbschoollaw.com if you have any questions about this engagement letter, any bill for services, or any other matter pertaining to our representation of you.

Yours very truly,

KSB School Law, PC, LLO

Karen A. Haase

karen@ksbschoollaw.com

Approved and agreed to this ___ day of _____, 2021.

Superintendent

Memorandum of Agreement
Between Grand Island Public Schools
and the Grand Island Public Schools Foundation

March 10, 2022

This Memorandum of Agreement ("MOA") is hereby entered into on the date first noted above by and between Grand Island Public Schools ("District") and the Grand Island Public Schools Foundation ("Foundation"). The purpose is to describe the general framework for the non-exclusive relationship between the parties as it relates to private fundraising and private grants management; individual donors; support for school funds, scholarships and departmental/school-based funds; community engagement and partnership.

RECITALS

WHEREAS, District is a public school system located in Grand Island, Nebraska, and

WHEREAS, Foundation is a private nonprofit, tax-exempt corporation incorporated in the state of Nebraska, and

WHEREAS, the Board of Education for Grand Island Public Schools ("BOE") has the authority to enter into contracts as are necessary for the efficient management of the District, and

WHEREAS, the Foundation is organized and operated exclusively for educational purposes, specifically to increase community investment in the District by, among other things, effective management of stewardship, gift-tracking, fiscal oversight, donor acknowledgement, and coordination of fundraising project strategies, and

WHEREAS, the parties desire to formalize their relationship to achieve an efficient coordination between them to advance District's public purposes and to foster the educational and cultural programs and services of District and its students.

Now therefore, in consideration of the mutual covenants, promises and conditions herein contained, District and Foundation agree as follows:

ARTICLE I—ACCESS

1) The Foundation acknowledges that it is a related party for Family Educational Rights and Privacy Act ("FERPA"), and pledges to conduct itself at all times in accordance with the requirements of FERPA.

2) The District agrees to provide staff campaign support with incentives mutually agreed upon by the District and the Foundation, with the understanding that staff will spend time on the Foundation's campaigns and provide authentic support.

3) The District agrees to facilitate communications between the Foundation and all District staff for public relations, programming and information purposes.

4) The District agrees to provide the Foundation with access to its information technology systems, including e-mail addresses.

5) The District agrees to grant the Foundation the ability to communicate with parents of District students directly via District and Foundation systems, including but not limited to e-mail. The District further agrees to add the Foundation to its release process to permit this sort of communication and sharing of information under FERPA.

6) The District agree to provide access to the Foundation to the District's graduate records, and the Foundation agrees to use this information to maintain an alumni database.

7) The Foundation will provide donor records or lists to the District on request for declared mutual purpose.

8) The District shall permit access to the Foundation to District campuses for events and other Foundation use, consistent with District rules and procedures.

ARTICLE II—OCCUPANCY

1) The Foundation shall provide its own computers, printers and peripheral equipment. The Foundation shall pay the District for the use of copy machines at the same rate and on the same terms as the District ordinarily charges other groups for copies. Further, the Foundation shall be responsible for its direct costs associated with the following:

- a. Any work performed by a print shop at the Foundation's request;
- b. Postage;
- c. Any specific use technology products such as donor management software;
- d. Accounting costs and tax return preparation; and
- e. Phone calls.

2) The District shall be responsible for providing the Foundation with the following at the District's cost:

- a. Internet;
- b. Office space, subject to the lease discussed hereinbelow;
- c. I.T. support;
- d. Copiers, subject to a per copy fee as discussed above;
- e. Maintenance;
- f. Cleaning;
- g. Phone system and lines; and
- h. Audits.

3) The District shall cause the Foundation to be covered as additional insured under the District's umbrella insurance policy for liability and for all equipment. The Foundation shall carry additional directors' and officers' insurance for its board of directors and staff. When necessary, the Foundation shall acquire additional insurance coverage to insure events on behalf of the Foundation or their umbrella organizations, such as Booster clubs.

4) The Foundation shall have the right to lease the space it currently occupies at the District offices in exchange for rent of One and No/100 Dollar (\$1.00) per year on two-year basis, which term shall be renewable at the Foundation's option for successive two-year terms.

ARTICLE III—PARTNERSHIP AND GOVERNANCE

1) Foundation Executive Director and District Leadership shall collaborate often to keep lines of communication open.

2) The Foundation shall be the District's primary philanthropic partner, which duties shall include gift acceptance and processing, and all fundraising and strategic partnership development. This shall not include, however, and federal grants or similar governmental programs which require funds to be paid directly to the District. Further, concerning gifts of real property, the District and the Foundation shall consult prior to the acceptance of such gifts, which shall be accepted by either the Foundation or the District as advised by their respective counsel.

3) Board Liaison and Interaction:

- a. The District and the Foundational shall hold a joint annual planning meeting involving both boards of directors and select staff, which meeting shall include an annual social event;
- b. A BOE Member shall be assigned to the Foundation Board as non-voting ex-officio member and report to both the District and the Foundation boards regarding the activities of each; and
- c. The District Superintendent, or designee, shall be a non-voting ex-officio member of Foundation Board.

4) The Foundation shall be responsible for identifying, recruiting, and onboarding Foundation Board Members.

5) The District shall involve the Foundation in the District's strategic planning process, and the Foundation shall involve the District in the Foundation's strategic planning process. The board of directors for each shall engage with the other for strategic planning purposes.

6) All policies requiring partnership between the District and the Foundation shall be jointly developed by the Foundation and the District, which policies shall be approved by each board of directors prior to implementation.

7) The Foundation agrees to follow District guidelines when administering programs such as classroom grants, scholarships, individual grants, etc.

8) The District shall include the Foundation staff and board of directors in planning for priority projects needing philanthropic investment. This shall include consultation with the Foundation regarding timing, frequency, volume, and developing the case, outcomes, measures, budgets and content support. The internal capacity of both the District and the Foundation will be considered when determining strategic fundraising priorities.

9) The District shall encourage campaign support from its staff by promoting internal fundraising.

ARTICLE IV—LEADERSHIP SUCCESSION

1) The Foundation board of directors and Foundation Director, or designee, will generally have the opportunity, on the terms and conditions established by the District’s Board of Education, to informally engage and interact with the finalists for the Superintendent of the District to discuss and promote the Foundation and District’s partnership and accomplishments to date.

2) Members of the District’s Board of Education and the Superintendent, or designee, will generally have the opportunity, on the terms and conditions established by the Foundation Board, to informally engage and interact with the finalists for Executive Director of the Foundation to discuss and promote the District and Foundation's partnership and accomplishments to date.

ARTICLE V—FUND TRANSFERS AND BUSINESS PRACTICES

1) The Foundation will reimburse the District monthly for the following:

- a. Pre-agreed upon shared services and benefits;
- b. Pass-thru gifts or grants for specific purpose;
- c. Capital campaign and other projects with an agreed upon payment schedule; and
- d. By declaration of fund transfer from the Foundation board of directors.

2) The Foundation will pay vendors directly or reimburse the District or District employees in the following instances and per Foundation policies:

- a. Upon receipt of a vendor invoice or bill from the District with appropriate documentation, such as a completed Form W-9;
- b. When provided with approved receipts for goods or services paid for by the District or District employees.

3) The Foundation shall provide accounting and bookkeeping services for student support organizations such as booster clubs.

4) The Foundation agrees to use their Kindness Vehicle Pass-Through Policy as a courtesy for District staff and students.

5) The District agrees to capture District staff payroll deduction pledges and send the same monthly to the Foundation.

6) The Foundation leadership and District leadership agree to work together to determine the timing of fund transfers to best suit the needs of each organization.

7) The Foundation shall list the Foundation Executive Director and the District Chief Financial Officer as authorized signers on all Foundation accounts. The Foundation Executive Director shall be the primary signer, with the District Chief Financial Officer serving as the secondary signer. If the primary signer is unavailable, the secondary signer may be asked to sign checks.

8) Both parties agree that the Foundation is entitled to a recovery of costs and will adhere to the Foundation's Administrative Fees policy.

ARTICLE VI—PERSONNEL

1) Any staff shared by the Foundation and the District shall be hired with mutual input from both the Foundation and the District and with mutual expectations of performance.

2) The Foundation shall reimburse the District monthly for the negotiated percentage of any shared staff member's salary and benefit package.

3) To the extent possible, the District shall include Foundation employees in all benefits offered to District employees, such as health, dental, vision, life, and eye care insurance, the EAP Wellness program, etc. The Foundation and its employees shall be responsible for all premiums associated with said benefits.

ARTICLE VII—FACILITIES AND CAPITAL PROJECTS

The District shall include the Foundation Executive Director or designee in decisions relating to capital projects funded in whole or in part by donations. This includes access and information to all design professionals, architects, engineering and Buildings and Grounds Staff.

ARTICLE VIII—COMMUNICATIONS

1) Websites:

- a. The Foundation shall appear on the District's website in a prominent, easy to find spot.
- b. The Foundation will link back to the District's website in a prominent, easy to find spot.

2) The Foundation and the District will promote each other on social media and link back to the appropriate website for the original story.

3) The District will include the Foundation as an authorized user of their photos.

4) District communications team shall support Foundation projects, events, scholarship awards, etc. by sending press releases, working with media, taking photos, including information regarding Foundation projects in District social media and in its messages to staff and the community.

5) The Foundation will have access as a contributor to the District’s weekly newsletter to staff.

6) Foundation and District communications teams will work together to plan large events, dedications, groundbreakings, and major project announcements.

ARTICLE IX—CONFLICTS

Nothing contained herein shall be deemed to alter or supersede any District or Foundation policy, and to the extent any provision hereof conflicts with such a policy, said policy shall govern.

ARTICLE X—INDEMNIFICATION

To the extent permitted by law, the District agrees to indemnify and hold harmless the Foundation and its Board Members, employees, agents, and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys’ fees and costs incurred by the Foundation in evaluating, responding to, or defending such claims, demands, causes of action and the like, arising out of or related to any and all third-party claims, actions, or proceedings, based directly or indirectly on the District’s performance or lack of performance under this Agreement; provided, however, no such indemnification shall be provided for any grossly negligent or willful misconduct of the Foundation.

To the extent permitted by law, the Foundation agrees to indemnify and hold harmless the District and its Board Members, employees, agents, and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys’ fees and costs incurred by the District in evaluating, responding to, or defending such claims, demands, causes of action and the like, arising out of or related to any and all third-party claims, actions, or proceedings, based directly or indirectly on the Foundation’s performance or lack of performance under this Agreement; provided, however, no such indemnification shall be provided for any grossly negligent or willful misconduct of the District.

ARTICLE XI—TERM

This agreement will be reviewed and updated on a two (2) year cycle, or more frequently as necessary.

Date: March 10, 2022

Chair, Grand Island Public Schools Foundation

Date: March 10, 2022

President, Grand Island Public Schools Foundation

Date: March 10, 2022

Superintendent, Grand Island Public Schools

Date: March 10, 2022

President, Board of Education for Grand Island
Public Schools

GIPS BOE NEEDS ANALYSIS



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

Proposal: Upgrade GIPS switches to improve speed, access, and security for student and staff internet access

Submitted By: Cory Gearhart

Date: 1/27/2022

1. What is the identified need?

Our current aging switches are no longer in production. Increases in security and bandwidth requirements by applications learning platforms necessitate the upgrade to faster more manageable switches.

2. Administrative Rationale for BOE Agenda Item (*connect to On Track to Thrive 2025 Success Area and Objective*)

- 1.3 Every student learns in a safe and resourced environment.
- 2.2 Every student has equitable access to rigorous, relevant coursework

3. Proposed Action

Approve the purchase of the internetworking switches, accessories, and services from Prime Communications, pending erate funding commitment, as submitted.

4. Data/Research Assessed

Met with multiple vendors and customers, piloted with two facilities.

5. Equity Analysis

5. Stakeholder Group(s) Involved

All GIPS staff and students.

6. Summary

The proposal is to purchase and install new switching technology for all buildings in the district except IA, OLC, Kneale. We are standardizing on the Aruba platform to provide centralized management of both wired and wireless devices creating a more secure network through device profiling and network segmentation. The new switching technology also allows for increased bandwidth to the access points, to provide faster access to students and staff using online platforms for new learning and learning recovery.

7. Fiscal Impact

Amount: Total Cost: \$1,152,455
GIPS Amount: **\$230,491** - 20% of total.

Source: ESSER II

Details: GIPS portion will be paid out of ESSER II funds.

8. Person(s) Responsible for Implementation

Cory Gearhart/John Hirschman

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Complete the ERate filing for 2022-23 Category 2, Purchase and Install equipment.

Timeline: 4/22 receive ERate Funding Commitment
4/22 order equipment
12/22 receive equipment
Spring 2023 install equipment and configure network

▲ Board or Committee Report/Follow-Up

Actions: Update Facilities when project is complete.

Date for follow up: 6/2023

Company	Hamilton*	Prime Communications**
Switches	\$2,696,760.00	\$935,441.60
Accessories	\$11,500.00	\$31,526.51
Labor	\$39,200.00	\$101,390.00
Licensing	\$333,000.00	\$84,096.12
Total	\$3,080,460.00	\$1,152,454.23

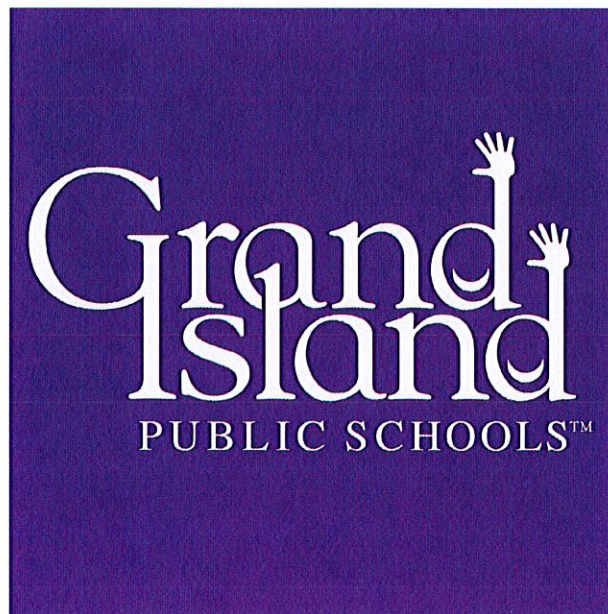
* Bid includes 10GB stacking cables, no power supplies specified.

** Bid includes 10GB stacking cables, 23 10Gbps LR transceivers, and power supplies, services to implement Dynamic Segmentation through existing AAA systems.

**NETWORKING EQUIPMENT ERATE FY 2022/2023
GRAND ISLAND PUBLIC SCHOOLS**

**PRIME COMMUNICATIONS, INC.
RFP RESPONSE**

January 18, 2022



Attention:

Cory Gearhart
Grand Island Public Schools
2124 North Lafayette Street
Grand Island, NE 68802
Networking Equipment ERATE FY 2022/2023

On behalf of Prime Communications Inc. (PCI), I would like to thank Grand Island Public Schools for inviting us to participate in the selection process for the *Networking Equipment ERATE FY 2022/2023* project. PCI was founded in 2001 based on the commitment to deliver quality solutions, installed by certified technicians, backed by a dedicated customer support team. Today, we continue to deliver on that promise. We have focused our expertise on physical security and infrastructure to meet the growing need for a quality integration partner who understands the strengths and complexities of today's network solutions in a K-12 environment. By partnering with Prime Communications, Inc. you are choosing an industry expert. We understand the importance of completing your project on time and on budget. Each of our clients has its own unique needs which is why we design customized solutions to meet their specific requirements. Our project and program management expertise, developed over the last 20 years, provides you with the reliability and consistency you demand to know the job is getting done right. Prime Communications, Inc. is uniquely qualified to execute on this critical opportunity. With PCI's expertise in deploying network solutions in large K-12 environments and our focus on effective project management, we have the skillsets required to execute successfully on this initiative.

Prime Communications, Inc. offers a unique approach to our network solutions engagements that focuses on engineered design, procurement, professional deployment, and technical support to manage your systems. Our proven process provides a powerful, simple, and efficient alternative to how you design, source, and implement network solutions. PCI understands that each customer engagement that we participate in requires great attention to detail before, during, and after the project is launched. It is imperative that the proper processes are in place to ensure that the project is delivered on time and on budget with minimal deviations from the original scope. In addition, once the solution is deployed it needs to be supported in a manner that addresses system issues and changes in an efficient and effective manner. By following these fundamental steps PCI has successfully implemented literally hundreds of network installations. The key components that drive this success are included in our RFP response but can be summarized by the following behaviors:

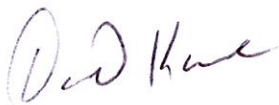
- Discovery
- Collaborate
- Solve
- Deliver
- Measure
- Improve

As a national provider of security and network infrastructure solutions Prime Communications, Inc. is structured to meet the information technologies and project management demands of today's business.

- Operating for over 20 years
- 300 employees dedicated to serving our clients
- Performance capabilities for security and network infrastructure that includes:
 - Design
 - Project Management
 - Implementation
 - Ongoing Support & Maintenance

Thanks again for your time and consideration through the initial phase of this process. We look forward to the opportunity of partnering with Grand Island Public Schools for the *Networking Equipment ERATE FY 2022/2023* project.

Sincerely,



Dave Kanne
Commercial Accounts Manager
Prime Communications, Inc.

RFP for Networking Equipment

Grand Island Public Schools

December 2021

General Summary:

Equipment - The school district is seeking proposals for the purchase of wired networking devices and supporting services and accessories for the school district. The school district will accept proposals from any viable, cost-effective vendor.

Grand Island Public Schools Erate Needs 2022-23

All Proposals must be received no later than 2pm on January 20, 2022, at the office address below:

Grand Island Public Schools
Attn: Cory Gearhart
123 S Webb Rd
Grand Island, NE 68802-4904
erate@gips.org

Contact for questions will be documented here for all bidders to reference:

<https://docs.google.com/document/d/1QU43ybHlwgsKGYiaHRI71eREo91vmJjGghOSV VvLJSg/edit?usp=sharing>

Please break down your bid into the following categories:

1. Network Switches
2. Switch Accessories
3. Labor for Installation and Configuration
4. Device Hardware and Management Licensing (if Separate from Switch SKU)

Existing Environment

Currently:

Mixed environment of Aruba and Brocade routing and switching equipment, Aruba Central Cloud Switch management.

Proposed:

INTERNAL CONNECTIONS

GIGABIT LAYER 3 SWITCHES

GIPS is wanting to purchase:

1. Up to 200 Layer 3 POE+ network switches similar to Aruba 6300M 48-Port Class 6 PoE (JL659A) Multi-Gigabit 1, 2.5, 5Gbps Ethernet with priority given to devices which are 100% compatible with Aruba Central Cloud Management and Stackable with existing Aruba CX switches.
2. Accessories necessary to stack switching into approximately 100 switch stacks with most stacking cables being 1m in length.
3. Price labor for installation and configuration of switches into the facilities and Aruba Central cloud management templates for each of 22 locations.
4. Price licensing for inclusion into the Aruba Central cloud management system.

Specifications

General:

- Minimum of 4 SFP+ ports with 10 GbE
- Stackable for single point of management of multiple physical switches
- SNMP v2 and v3
- Must include rack mounting hardware
- Free included firmware upgrades
- Fully managed (HTTPS, SSH, SNMP, and CLI via Console)
- System Switching Capacity: 880 Gbps
- System Throughput Capacity: 660 Mpps
- Model Switching Capacity: 880 Gbps
- Model Throughput Capacity: 654 Mpps
- Average Latency (LIFO-64- bytes packets): 1Gbps: 4.24 μ Sec 10Gbps: 1.50 μ Sec 25Gbps: 2.91 μ Sec 50Gbps: 3.49 μ Sec
- Stack Size: 10 members
- Max. Stacking Distance: Up to 10 kms with long range transceivers
- Stacking Bandwidth: 200 Gbps
- Switched Virtual Interfaces (dual stack): 1024
- IPv4 Host Table (ARP): 49152
- IPv6 Host Table (ND): 49152
- IPv4 Unicast Routes: 61000
- IPv6 Unicast Routes: 61000
- IPv4 Multicast Routes: 8192
- IPv6 Multicast Routes: 8192
- MAC Table Capacity: 32768
- IGMP Groups: 8192
- MLD Groups: 8192
- IPv4/IPv6/MAC ACL Entries (ingress): 20,480/5,120/20,480
- IPv4/IPv6/MAC ACL Entries (egress): 8,192/2,048/8,192

- VRF: 256

Detailed Specifications:

- ANSI/TIA-1057 LLDP Media Endpoint Discovery
- (LLDP-MED)
- CPU DoS Protection
- Bootstrap Router (BSR) Mechanism for PIM, PIM WG
- draft-ietf-savi-mix
- IEEE 802.1AB-2005
- IEEE 802.1ak-2007
- IEEE 802.1AX-2008 Link Aggregation
- IEEE 802.1D MAC Bridges
- IEEE 802.1p Priority
- IEEE 802.1Q VLANs
- IEEE 802.1s Multiple Spanning Trees
- IEEE 802.1t-2001
- IEEE 802.1v VLAN classification by Protocol and Port
- IEEE 802.1w Rapid Reconfiguration of Spanning Tree
- IEEE 802.3ad Link Aggregation Control Protocol (LACP)
- IEEE 802.3ae 10-Gigabit Ethernet
- IEEE 802.3af Power over Ethernet
- IEEE 802.3at Power over Ethernet
- IEEE 802.3bt Power over Ethernet
- IEEE 802.3az Energy Efficient Ethernet (EEE)
- IEEE 802.3x Flow Control
- IEEE 802.3z 1000BASE-X
- RFC 1122 Requirements for Internet Hosts -
Communications Layers
- RFC 1215 Convention for defining traps for use with the
SNMP
- RFC 1256 ICMP Router Discovery Messages
- RFC 1350 TFTP Protocol (revision 2)
- RFC 1393 Traceroute Using an IP Option
- RFC 1403 BGP OSPF Interaction
- RFC 1519 CIDR
- RFC 1542 BOOTP Extensions
- RFC 1583 OSPF Version 2
- RFC 1591 Domain Name System Structure and Delegation
- RFC 1657 Definitions of Managed Objects for BGP-4 using
SMIPv2
- RFC 1772 Application of the Border Gateway Protocol in
the Internet

- RFC 1812 Requirements for IP Version 4 Router
- RFC 1918 Address Allocation for Private Internet
- RFC 1997 BGP Communities Attribute
- RFC 1998 An Application of the BGP Community Attribute in Multi-home Routing
- RFC 2131 DHCP
- RFC 2132 DHCP Options and BOOTP Vendor Extensions
- RFC 2236 IGMP
- RFC 2328 OSPF Version 2
- RFC 2375 IPv6 Multicast Address Assignments
- RFC 2385 Protection of BGP Sessions via the TCP MD5 Signature Option
- RFC 2401 Security Architecture for the Internet Protocol
- RFC 2402 IP Authentication Header
- RFC 2439 BGP Route Flap Damping
- RFC 2460 Internet Protocol, Version 6 (IPv6) Specification
- RFC 2464 Transmission of IPv6 over Ethernet Networks
- RFC 2545 Use of BGP-4 Multiprotocol Extensions for IPv6 Inter-Domain Routing
- RFC 2576 (Coexistence between SNMP V1, V2, V3)
- RFC 2579 (SMIv2 Text Conventions)
- RFC 2580 (SMIv2 Conformance)
- RFC 2710 Multicast Listener Discovery (MLD) for IPv6
- RFC 2711 IPv6 Router Alert Option
- RFC 2787 Definitions of Managed Objects for the Virtual Router Redundancy Protocol
- RFC 2918 Route Refresh Capability for BGP-4
- RFC 2925 Definitions of Managed Objects for Remote Ping, Traceroute, and Lookup Operations (Ping only)
- RFC 2934 Protocol Independent Multicast MIB for IPv4
- RFC 3019 MLDv1 MIB
- RFC 3046 DHCP Relay Agent Information Option
- RFC 3056 Connection of IPv6 Domains via IPv4 Clouds
- RFC 3065 Autonomous System Confederation for BGP
- RFC 3068 An Anycast prefix for 6to4 Relay Route
- RFC 3137 OSPF Stub Router Advertisement sFlow
- RFC 3376 IGMPv3
- RFC 3416 (SNMP Protocol Operations v2)
- RFC 3417 (SNMP Transport Mappings)
- RFC 3418 Management Information Base (MIB) for the Simple Network Management Protocol (SNMP)
- RFC 3484 Default Address Selection for IPv6
- RFC 3509 Alternative Implementations of OSPF Area

- Border Routers
- RFC 3575 IANA Considerations for RADIUS
- RFC 3623 Graceful OSPF Restart
- RFC 3768 VRRP
- RFC 3810 Multicast Listener Discovery Version 2 (MLDv2)
- for IPv6
- RFC 3973 PIM Dense Mode
- RFC 4022 MIB for TCP
- RFC 4113 MIB for UDP
- DATA SHEET
- ARUBA CX 6300 SWITCH SERIES
- 23
- RFC 4213 Basic Transition Mechanisms for IPv6 Hosts and Routers
- RFC 4251 The Secure Shell (SSH) Protocol
- RFC 4252 SSHv6 Authentication
- RFC 4253 SSHv6 Transport Layer
- RFC 4254 SSHv6 Connection
- RFC 4271 A Border Gateway Protocol 4 (BGP-4)
- RFC 4273 Definitions of Managed Objects for BGP-4
- RFC 4291 IP Version 6 Addressing Architecture
- RFC 4292 IP Forwarding Table MIB
- RFC 4293 Management Information Base for the Internet Protocol (IP)
- RFC 4360 BGP Extended Communities Attribute
- RFC 4419 Key Exchange for SSH
- RFC 4443 ICMPv6
- RFC 4456 BGP Route Reflection: An Alternative to Full Mesh Internal BGP (IBGP)
- RFC 4486 Subcodes for BGP Cease Notification Message
- RFC 4541 IGMP & MLD Snooping Switch
- RFC 4552 Authentication/Confidentiality for OSPFv3
- RFC 4601 PIM Sparse Mode
- RFC 4607 Source-Specific Multicast for IP
- RFC 4675 RADIUS VLAN & Priority
- RFC 4724 Graceful Restart Mechanism for BGP
- RFC 4760 Multiprotocol Extensions for BGP-4
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- RFC 4940 IANA Considerations for OSPF
- RFC 5065 Autonomous System Confederation for BGP
- RFC 5095 Deprecation of Type 0 Routing Headers in IPv6
- RFC 5187 OSPFv3 Graceful Restart

- RFC 5340 OSPFv3 for IPv6
- RFC 5424 Syslog Protocol
- RFC 5492 Capabilities Advertisement with BGP-4
- RFC 5519 Multicast Group Membership Discovery MIB (MLDv2 only)
- RFC 5701 IPv6 Address Specific BGP Extended Community Attribute
- RFC 5722 Handling of Overlapping IPv6 Fragments
- RFC 5798 VRRP (exclude Accept Mode and sub-sec timer)
- RFC 5880 Bidirectional Forwarding Detection
- RFC 5905 Network Time Protocol Version 4: Protocol and Algorithms Specification
- RFC 6620 FCFS SAVI
- RFC 6987 OSPF Stub Router Advertisement
- RFC 7047 The Open vSwitch Database Management Protocol
- RFC 7313 Enhanced Route Refresh Capability for BGP-4
- RFC 768 User Datagram Protocol
- RFC 783 TFTP Protocol (revision 2)
- RFC 791 IP
- RFC 792 ICMP
- RFC 793 TCP
- RFC 813 Window and Acknowledgement Strategy in TCP
- RFC 815 IP datagram reassembly algorithms
- RFC 8201 Path MTU Discovery for IP version 6
- RFC 826 ARP
- RFC 879 TCP maximum segment size and related topics
- RFC 896 Congestion control in IP/TCP internetworks
- RFC 917 Internet subnets
- RFC 919 Broadcasting Internet Datagrams
- RFC 922 Broadcasting Internet Datagrams in the Presence of Subnets (IP_BROAD)
- RFC 925 Multi-LAN address resolution
- RFC 951 BOOTP
- RFC 1027 Proxy ARP
- SNMPv1/v2c/v3
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- ITU-T Rec G.8032/Y.1344 Mar. 2010
- RFC 1757 Remote Network Monitoring Management Information Base
- 2.5G/5GBASE-T (IEEE 802.3bz-2016), 2.5G/5G NBASE-T
- 10GBASE-T (IEEE 802.3an-2006)

- 25-Gigabit Ethernet (IEEE 802.3by-2016, 802.3cc-2017)
- 50-Gigabit Ethernet (IEEE 802.3cd-2018)
- RFC 3101 OSPF Not-so-stubby-area option
- RFC 4750 OSPFv2 MIB partial support no SetMIB

IEEE Standards

- 802.1AB LLDP/LLDP-MED
- 802.1D-2004 MAC Bridging
- 802.1p Mapping to Priority Queue
- 802.1Q with Tagging
- 802.1s Multiple Spanning Tree
- 802.1w Rapid Spanning Tree (RSTP)
- 802.1X Port-based Network Access Control
- 802.3 10BASE-T
- 802.3ab 1000BASE-T
- 802.3ad Link Aggregation (Dynamic and Static)
- 802.3ae 10 Gigabit Ethernet
- 802.3af Power over Ethernet
- 802.3at Power over Ethernet Plus
- 802.3u 100BASE-TX
- 802.3x Flow Control
- 802.3z 1000BASE-SX/LX
- 802.3 MAU MIB (RFC 2239)
- 802.1AE- MACsec (HW-capable)
- 802.3az-2010 - EEE (HW-capable)

ERATE REQUIREMENTS

Vendor must agree to participation in the Universal Service support Mechanism for Schools and Libraries (known as the “E-rate” Program) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 USC 254, “Universal Service”). To ensure compliance with all applicable E-rate rules, requirements, regulations, and program mandates, Vendor must comply with the following.

Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

E-rate Understanding

Vendor shall have a working understanding of the E-rate Program.

E-Rate Program Participation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, Consultant, the Universal Service Administrative Company ("USAC"), and any agency or entity administering the E-rate Program to ensure the District receives all of the E-rate funding for which it has applied or intends to apply and to which it is entitled in connection with Vendor's services and/or products.

District prefers to utilize the SPI Discounting Method and the Vendor must agree to the SPI Discount Method, when applicable. Additionally, each funding year the District has the discretion to select either (a) the BEAR reimbursement process, whereby the district will make full undiscounted payment and receiving subsequent reimbursement of the discount amount from the service provider (within 20 days of receiving payment from USAC) or (b) the SPI method, whereby the service provider will invoice the District for the undiscounted amounts due on E-Rate eligible services or products and at the same time invoice USAC for the balance. The vendor shall be solely responsible for timely filing of invoices with USAC and understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing or other Vendor omissions.

Invoice Rejection by USAC

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay.

Documentation Availability

Vendor must maintain and upon request provide to District staff and/or the District's E-rate consultant, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Document Retention Requirement

Vendor must maintain all records, documentation, and other information relating to Vendor's services (as required under the E-rate Program) to the District for ten(10) years after the last date of the delivery of services. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District.

NEW EQUIPMENT

Products provided under this proposal shall meet all federal, state and local statutes, rules, regulations, codes, ordinances and requirements which are applicable to Nebraska Public Schools. The district will accept only new originally manufactured contract equipment, materials and/or goods. The district will not accept any equipment, materials or contract goods that have been refurbished, rebuilt, restored, or renovated in

any manner. In addition, the district will not accept experimental materials. Experimental materials shall be defined as contract equipment, materials or goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal. The vendor acknowledges and agrees to the terms explained above.

INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the Governing Board, and its respective members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Vendor, its officials, agents and employees and subcontractors in the performance of the services under the contract.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses as incurred by and on behalf of the School District, arising hereunder. In addition, if any judgment shall be rendered against the School District in any such action, the Vendor shall, at its own expense, satisfy and discharge such obligation of the School District. The Governing Board shall have the right to participate in the defense of any suit, without relieving the selected vendor of any of its obligations hereunder under which the vendor shall reimburse the Governing Board for any attorney fees and expenses incurred. The Governing Board retains final approval of any and all settlements or legal strategies, which involve the interest of the School District.

The indemnities set forth herein shall survive the expiration or termination of the Contract.

GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to any conflict of law or choice of law principles. We reserve the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified vendors at the same time, if such action is in the best interest of SPEED SEJA 802.

This agreement may be revised, including, but not limited to dates, terms, services, and pricing levels. Any contract revisions or amendments are considered a minor contract modification and permitted under the agreement. Any contract or agreement entered into by the District and/or Governing Board is contingent upon Erate Funding approval and may be null and void if such approval for Erate funding is not granted.

This agreement is contingent upon Erate Funding and Governing Board approval.

BID SUBMISSION MUST INCLUDE THE FOLLOWING ON A SUMMARY COVER SHEET:

- FORM 470 REFERENCE NUMBER OF POSTED 470
- VENDOR SPIN
- VENDOR CONTACT
- VENDOR CONTACT INFORMATION
- HARDWARE PRICING BROKEN DOWN BY BUILDING AND CATEGORY
- SHIPPING/HANDLING COSTS
- TOTAL COSTS

COMPANY BACKGROUND

Provide a brief overview and history of your company.

REFERENCES

Provide two or more references from School Districts who have done business with you previously. We prefer references from school districts as close in proximity to our school district as possible. Vendor must include name of school, name of person, title, address and telephone number of the contact person.

TIMELINE

The School District will give notice to the chosen vendor when to commence purchasing/shipping; no earlier than March 30, 2022.



We have prepared a quote for you

ERATE Switch Replacement 2022

Quote # 006238 v2

Prepared for:

GRAND ISLAND SCHOOLS

Cory Gearhart
cgearhart@gips.org

Prepared by:

Prime Secured

Dave Kanne
dkanne@primecominc.com

Grand Island Public Schools

Request for Proposals

Erate 470 Identifier: 220007067

Jan 13, 2022
Dave Kanne
Prime Communications, Inc.
22145 W. Maple Road
Elkhorn, NE 68022
SPIN: 143030334

Prime Communications, Inc. (PCI) thanks you for the opportunity to submit a response to the Grand Island Public Schools 2022 ERATE projects. The RFP was completed by Dave Kanne, National Account Executive and Anthony Nabower Sr. Network engineer.

Prime Communications, Inc. (PCI) headquartered in Elkhorn, Nebraska, is a national provider of Network and Integrated Physical Security Solutions. Founded in 2001 as a network infrastructure provider, our experience and technical expertise in network design and implementation has led to the development of our expertise with regards to wireless and wired networks. We provide solutions to Fortune 500 companies in the retail, financial, healthcare and commercial sectors as well as enterprise solutions for the education market and critical infrastructure providers.

PCI offers a unique life cycle approach to network engagements that focuses on engineered design, procurement, professional deployment and technical support to manage your technology systems. Our modular life cycle approach provides a powerful, simple and efficient alternative to how you design, source and implement your security solutions.

Business Units:

- i. Mobility; PCI provides a full range of WLAN, BYOD and DAS solutions from custom design-builds to national rollout & implementations. We can implement wireless as a stand-alone solution or in combination with a traditional wired network infrastructure while accommodating coverage and capacity with flexibility to adept as needed.
- ii. Network Infrastructure; PCI enables companies to develop a strategic approach to infrastructure design, engineering, implementation, and support. Our low-voltage cabling solutions are designed, engineered, installed and tested by experts to ensure that infrastructure supports risk mgmt., security, communication, data and technology solutions. PCI provides data, voice, video, fiber, VoIP telecom, MDF, IDFT, Termination closet design and build. PCI employs certified network engineers to design & build LAN/WAN infrastructure.
- iii. Physical Security; PCI security services provides end-to-end solutions for any or all physical security needs – from equipment procurement to custom designed and engineered systems to professional installation, deployment, and project management from certified security experts. Deployments include Access Control, Video Surveillance, Video Analysis, Intrusion Systems, Perimeter Detection, Intelligent PSIM, and 3rd Party Customer Integrations.

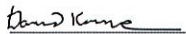
Certifications:

- i. Genetec Unified Elite Partner
- ii. Axis Communications Gold Partner
- iii. Aruba Networks Platinum Partner
- iv. Extreme Networks Partner
- v. Palo Alto Networks Partner
- vi. Avaya Certified Support Specialist
- vii. BICSI Corporate Member
- viii. Panduit Certified Install
- ix. Ortronics Certified Installer
- x. Signamax Authorized Installer
- xi. Hubbell Premise Wiring MISSION CRITICAL
- xii. Bert-Teck Oasis Certified Integrator
- xiii. Siemon Certified Installer
- xiv. Uniprise Certified Installer

References:

- i. Josh Kelley
Hastings College
402-461-7738
jkelly@hastings.edu
- ii. Greg Boettger
Bellevue Public Schools
402-293-5066
greg.boettger@bpsne.net
- iii. Corey Scott
Southeast Community College
402-761-8418
cscott@southeast.edu

Prime Communications would like to thank you for allowing us the opportunity to be considered as a provider for the Grand Island Public Schools 2022 ERATE project. We are confident that our experience with networks in the K-12 market will make for a deployment of the highest quality to serve the students, faculty and administration. We look forward to working with you on this initiative.



Dave Kanne
Outside Sales Representative
Prime Secured

► Statement of Work

Scope of Project

Switching

Prime Communications will provide, configure and install 204 switches in the customer's wiring closets across all schools. Prime will install the new switches in the rack while the old switches are still in production if space and patch cable lengths allow to minimize downtime. Existing switches will be removed and left in the wiring closet. Prime will make a best effort to cleanup patch cables and fiber jumpers to the new switches. Prime will configure the hostname, VLAN(s) including port assignments, IP subnets, IP routing, IP helpers, and dynamic segmentation (see ClearPass section), and add to Aruba Central for monitoring and management.

Prime will work with the customer to re-design the IP subnets and VLANs across the network. Prime will make the necessary configuration changes to VLANs and IP routing. The customer is responsible for configuring DHCP scopes and changing/updating static IP addresses on their devices.

Prime will work with the customer to test different devices and make sure they have network connectivity.

Central Deployment

Aruba Central licenses are included for all switches. Prime will perform the initial configuration for Aruba Central including:

- Activating subscriptions
- Setup Aruba Activate account and link to Central
- Create Groups, sites and labels

Dynamic Segmentation

Prime will configure the switches and the existing controllers for dynamic segmentation. A white boarding session will be scheduled to determine roles and VLANs needed. Prime will configure traffic based on ClearPass determination if traffic should be bridged locally at the switch or tunneled back to the controllers at Kneale Admin. Prime will work with the customer to test a few devices to ensure they are working.

ClearPass Wired Configuration

Prime will setup services to authenticate wired users connected to Aruba switches. Prime will setup and configure an 802.1x and Mac Auth service. Prime will configure all roles, role mappings, enforcement policies and profiles for each service. If tunneled-node will be implemented the customer's existing controllers will be used. Prime will configure up to ten (10) roles and policies. Once configured Prime will assist the customer with testing devices to ensure the role mappings and enforcement profiles are working correctly.

Project Management

Prime will provide a dedicated Project Manager (PM) for the project. The PM will coordinate ordering all hardware, software, licensing and subscriptions. They will keep regular communications with the customer.

Documentation

► Statement of Work

Prime will provide the following documentation as part of the project. All documentation will be provided in a digital format.

- IT Documentation spreadsheet
 - Hardware inventory
 - VLAN and IP address info
- Logical Network Diagram
- ClearPass authentication workflow

Training

Prime will provide training for IT staff members. Items that will be covered include:

- Accessing management sites/portals
- Reviewing AP, switch and client information
- Configuring SSID, RF, VLANs, roles and policies
- Basic CLI monitoring and configuration commands on switches
- Clearpass Access Tracker, Services, Roles, Enforcement, endpoints.

Removal of old equipment

Prime will leave old equipment in a designated location at each building. It's the customer's responsibility to move and/or dispose of all equipment.

Building Access

The customer will provide keys and/or card access to the building(s) or have rooms/areas unlocked prior to any engineers or technicians coming onsite. Any delays in access to rooms/areas needed will be documented and a change order will be issued to the customer at the end of the project.








Warranty

Included with this proposal is a one (1) year of warranty on all work performed by Prime Communications. The warranty period starts when the project is substantially completed. Substantial completion is defined when all hardware is installed, online and clients/devices are generally able to connect. Troubleshooting issues as part of the project will not delay the start of the warranty period.

Troubleshooting

Prime will assist the customer with troubleshooting issues during the project. Any troubleshooting that is determined to be an issue that was not related to the scope of work of this project, will be charged to the customer in a change order.

Materials

Description	Price	Qty	Ext. Price
Switches			
Aruba 6300M Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch 	\$4,247.30	200	\$849,460.00
Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty Aruba 6300M 24SFP+ 4SFP56 Switch 	\$4,658.36	4	\$18,633.44
Power Supplies			
HPE Aruba X372 54VDC 1050W 110-240VAC Power Supply - 54 V DC Output Aruba X372 54VDC 1050W PS 	\$330.65	200	\$66,130.00
HPE Aruba X371 12VDC 250W 100-240VAC Power Supply Aruba X371 12VDC 250W PS 	\$152.27	8	\$1,218.16
Stacking Cables and SFP+ Modules			
Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network 	\$90.22	110	\$9,924.20
HPE Aruba 50G SFP56 to SFP56 3m Direct Attach Copper Cable - 9.84 ft SFP56 Network Cable - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network - 50 Gbit/s HPE Aruba 50G SFP56 to SFP56 3m Direct Attach Copper Cable - 9.84 ft SFP56 Network Cable - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network - 50 Gbit/s 	\$139.35	30	\$4,180.50
Aruba 10G SFP+ LC LR 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR 	\$757.47	23	\$17,421.81
Aruba Central Subscriptions			
Aruba Central Foundation - Subscription License - 1 Switch (48 Ports) - 5 Year - Electronic	\$394.53	204	\$80,484.12
Next Business Day switch replacements for 24 port fiber switches			

Materials

Description	Price	Qty	Ext. Price
HPE Foundation Care Exchange - 5 Year Extended Service - Service - 9 x 5 Next Business Day - Service Depot - Exchange - Physical, Electronic	\$903.00	4	\$3,612.00

Subtotal: **\$1,051,064.23**

ERATE Switch Replacement 2022



Prepared by:
Prime Secured
 Dave Kanne
 (402) 884-8473
 dkanne@primecominc.com

Prepared for:
GRAND ISLAND SCHOOLS
 2124 North Lafayette Street
 Grand Island, NE 68802
 Cory Gearhart
 (308) 385-5900
 cgearhart@gips.org

Quote Information:
Quote #: 006238
 Version: 2
 Delivery Date: 01/18/2022
 Expiration Date: 02/27/2022

Quote Summary

Description	Amount
Materials	\$1,051,064.23
Professional Services	\$101,390.00


Total: \$1,152,454.23

Sales Tax Not Included.
 Applicable sales tax will be calculated and added upon invoicing

Payment Terms: Net 30.
 Material is invoiced upon receipt.
 Labor will be invoiced monthly.

Prime Secured

GRAND ISLAND SCHOOLS

Signature: 
 Name: Dave Kanne
 Title: Outside Sales Representative
 Date: 01/18/2022

Signature: _____
 Name: Cory Gearhart
 Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

- 120/208/220 volt power for switches
- PDU and UPS units
- Rack space
- Patch cables
- Fiber jumpers
- SFP/SFP+ modules beyond what is quoted
- Stacking cables beyond what is quoted
- Cabling services
- SSL certificates
- All work will be completed during normal business hours
- Any work not explicitly included in this scope of work is implicitly excluded from the project

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

► Terms & Conditions

financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

► Terms & Conditions

out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

GIPS BOE NEEDS ANALYSIS



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

Proposal: Purchase SysCloud GSuite Backup Service

Submitted By: Cory Gearhart

Date: 1/27/22

1. What is the identified need?

We currently are relying on GSuite's built in features to ensure data loss. These are not effective in restoring individual files, nor do they meet compliance for backup requirements for cybersecurity insurance.

2. Administrative Rationale for BOE Agenda Item (*connect to On Track to Thrive 2025 Success Area and Objective*)

1.3 Every student learns in a safe and resourced environment.
2.2 Every student has equitable access to rigorous, relevant coursework

3. Proposed Action

Purchase the service and implement it on our domain.

4. Data/Research Assessed

Discussed several services with colleagues and determine Syscloud to be the most cost effective, and ESUCC has a statewide buy in place for them.

5. Equity Analysis

5. Stakeholder Group(s) Involved

All Staff - Passive Installation

6. Summary

Syscloud will allow for file level backup and restore of users Google Drive files as well as Google Team Drive files, an identified gap in our current backup strategy

7. Fiscal Impact

Amount: \$45,000/3 Years - pay \$14,400 annually

Source:

General Fund

Details:

Required IT general fund expenditure.

8. Person(s) Responsible for Implementation

GIPS IT Department

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:

Re-evaluate cost benefit at conclusion of term

Timeline:

3 Years

▲ Board or Committee Report/Follow-Up

Actions:

Review with Facilities and Finance committee at the 3 year renewal cycle.

**Date for
follow up:**

7/1/25



ORDER FORM

Company Address	125 Half Mile Road, Redbank, NEW JERSEY 07701 United States	Date	1/27/2022
Prepared By	Jake Latyschow	Quote Number	00001241
Email	jake@syscloud.com	Quote To Name	Cory Gearhart
Title	SDR	Account Name	Grand Island Public Schools
		Billing Address	grand island, NE united states
		Email	cgearhart@gips.org
		Expiration Date	2/28/2022

Address Information

Bill To Name	Grand Island Public Schools	Ship To Name	Grand Island Public Schools
Bill To	123 South Webb Road Grand Island, NE 68802 USA	Ship To	123 South Webb Road Grand Island, NE 68802 USA

Terms

Billing Frequency	Annual
Billing Method	Email
Payment Method	Wire Transfer Check

Cloud technology Used

Google Workspace	<input checked="" type="checkbox"/>	Microsoft 365	<input type="checkbox"/>
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Services

Product Name	Line Item Description	Quantity	Sales Price	Discount	Total Price
Backup	3 Year Pay Annual Agreement SysCloud Google Backup for Staff	1,500.00	\$12.00	20.00%	\$14,400.00

Notes: This is a 3-year agreement to be paid annually. Any time between the signature of this document and July 1, 2022 will be a free service period of full coverage. This purchase is through ESUCC Cooperative Agreement with SysCloud. Total shown is the annual cost.	Subtotal	\$18,000.00
	Discount	20.00%
	Grand Total	\$14,400.00

Choose the appropriate number of years you would like to sign the contract for. For a contract of more than 3 yr get the benefit of a unit price lock for the ordered licenses or storage. If you select more than 3 yr contract term the Contract End Date will be adjusted accordingly, to accommodate the multi-year period, from the Contract Start Date).

3 year 4 year 5 year

- The minimum term of the contract is 3 yrs. Your subscription renews automatically at the end of the 3 year subscription period unless you give notice of non-renewal in writing no less than 90 days in advance of the subscription term end date.



- The prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is a quote and not an invoice.
- For any requested changes in contract terms, we must be notified 30 days in advance of the end of the subscription term.
- Note - for a multi-year agreement, the price of the unit is locked, and will not change during the contract duration. For any additional consumption, you will be charged additionally during the contract period.
- If you need a different contract term, please contact the SysCloud rep.

Sales Tax Exemption Information

Is your organization Sales Tax exempt? (Customer to complete)

[] - Yes

[] - No

Is yes, please send sales tax exemption certificate to finance@syscloud.com along with the signed Order Form.

Legal Documentation

Our Privacy Policy can be found [here](#)

Our Service Level Agreement can be found [here](#)

Our Terms of Service can be found [here](#)

Our Security Practices can be found [here](#)

PURCHASE ORDER INFORMATION:

Is a Purchase Order (PO) required for the purchase or payment of the products on this order form? (Customer to complete).

[] - No

[] - Yes. If yes, expected PO date (__ / __ / ____)

Please forward the PO to finance@syscloud.com.

ACCOUNTS PAYABLE INFORMATION:

AP Contact Name: _____

AP Email: _____

AP Contact No: _____

Signature

Upon signature by the Customer and submission to SysCloud, this Quote will become legally binding and will be considered as Order Form, unless this Order Form is rejected by SysCloud for any of the following reasons:

- (1) the signatory below does not have the authority to bind Customer to this Order Form,
- (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or
- (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Authorized By :

Cory Gearhart

Contact Name : _____

Title : **Chief Information Officer**

Signature : _____

Dated : _____

SysCloud, Inc :

Contact Name : _____

Title : _____

Signature : _____

Dated : _____



January 19, 2022

Mr. Dan Petsch
Director of Buildings and Grounds
Grand Island Public Schools
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802

RE: Senior High Addition and Remodel / Letter of Intent (Contract Proposal Fee)
ETI Project No.: 2021-185

Dear Mr. Petsch

This letter is to establish an initial MEP design fee basis for the Senior High Addition and Remodel. This number shall be used for billing purposes until the final MEP construction bids are achieved. The initial construction budget shall be based on \$1,839,325. The MEP construction costs shall be assumed at 33% of \$1,839,325. Based on the master contract between Engineering Technologies, Inc. and Grand Island Public Schools the design fee percentage will be proposed at 7.5% for the new addition and 8.75% for the existing area remodel of the MEP construction costs. Assuming 20% of the work is remodel and 80% of the area work is new addition.

Fee Calculation:

- MEP Construction Cost = \$1,839,325 x 33% = \$606,980
- MEP Design Fee New Addition = 80% x \$606,980 x 7.5% = \$36,400
- MEP Design Fee Renovation = 20% x \$606,980 x 8.75% = \$10,600

The Engineering percentage fee of construction (7.5% & 8.75%) and a total design fee of \$47,000 shall be used for billing purposes until final bids are accepted and our contract is finalized. Please sign and date with authorization for us to proceed on this basis and return a copy for our records.

Sincerely,

Derek Kotschwar
Derek Kotschwar, PE

Accepted by: _____
Dan Petsch
for Grand Island Public Schools
Date: _____ \



January 19, 2022

Mr. Dan Petsch
Director of Buildings and Grounds
Grand Island Public Schools
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802

RE: Gates Elementary Addition and Remodel / Letter of Intent (Contract Proposal Fee)
ETI Project No.: 2021-191

Dear Mr. Petsch


This letter is to establish an initial MEP design fee basis for the Gates Elementary Addition and Remodel. This number shall be used for billing purposes until the final MEP construction bids are achieved. The initial construction budget shall be based on \$2,761,538. The MEP construction costs shall be assumed at 33% of \$2,761,538. Based on the master contract between Engineering Technologies, Inc. and Grand Island Public Schools the design fee percentage will be proposed at 6.75% for the new addition and 8.75% for the existing area remodel of the MEP construction costs. Assuming 25% of the work is remodel and 75% of the area work is new addition.

Fee Calculation:

MEP Construction Cost = \$2,761,538 x 33% = \$911,307
MEP Design Fee New Addition = 75% x \$911,307 x 6.75% = \$46,135
MEP Design Fee Renovation = 25% x \$911,307 x 8.75% = \$19,935

The Engineering percentage fee of construction (6.75% & 8.75%) and a total design fee of \$66,070 shall be used for billing purposes until final bids are accepted and our contract is finalized. Please sign and date with authorization for us to proceed on this basis and return a copy for our records.

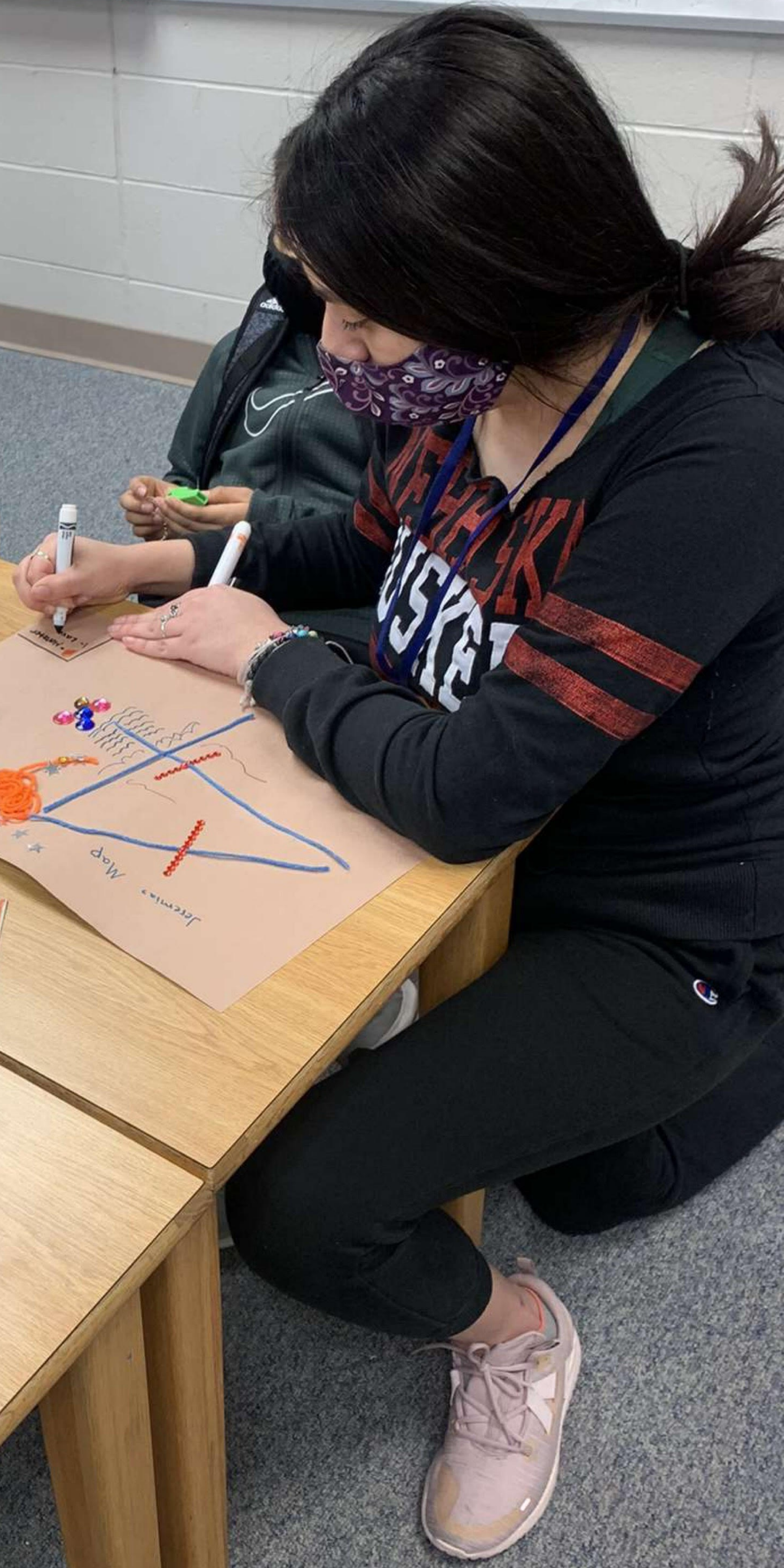
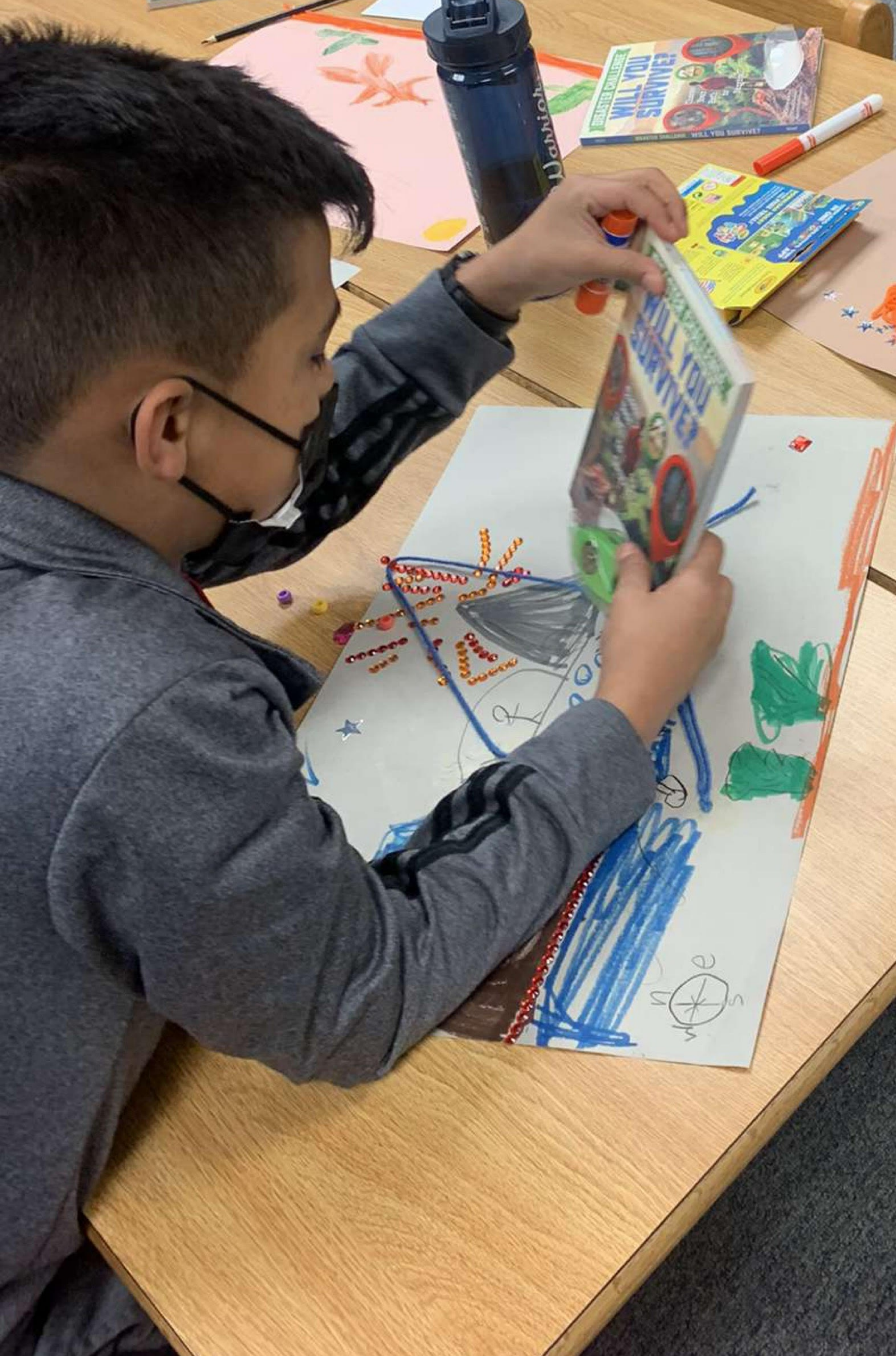
Sincerely,

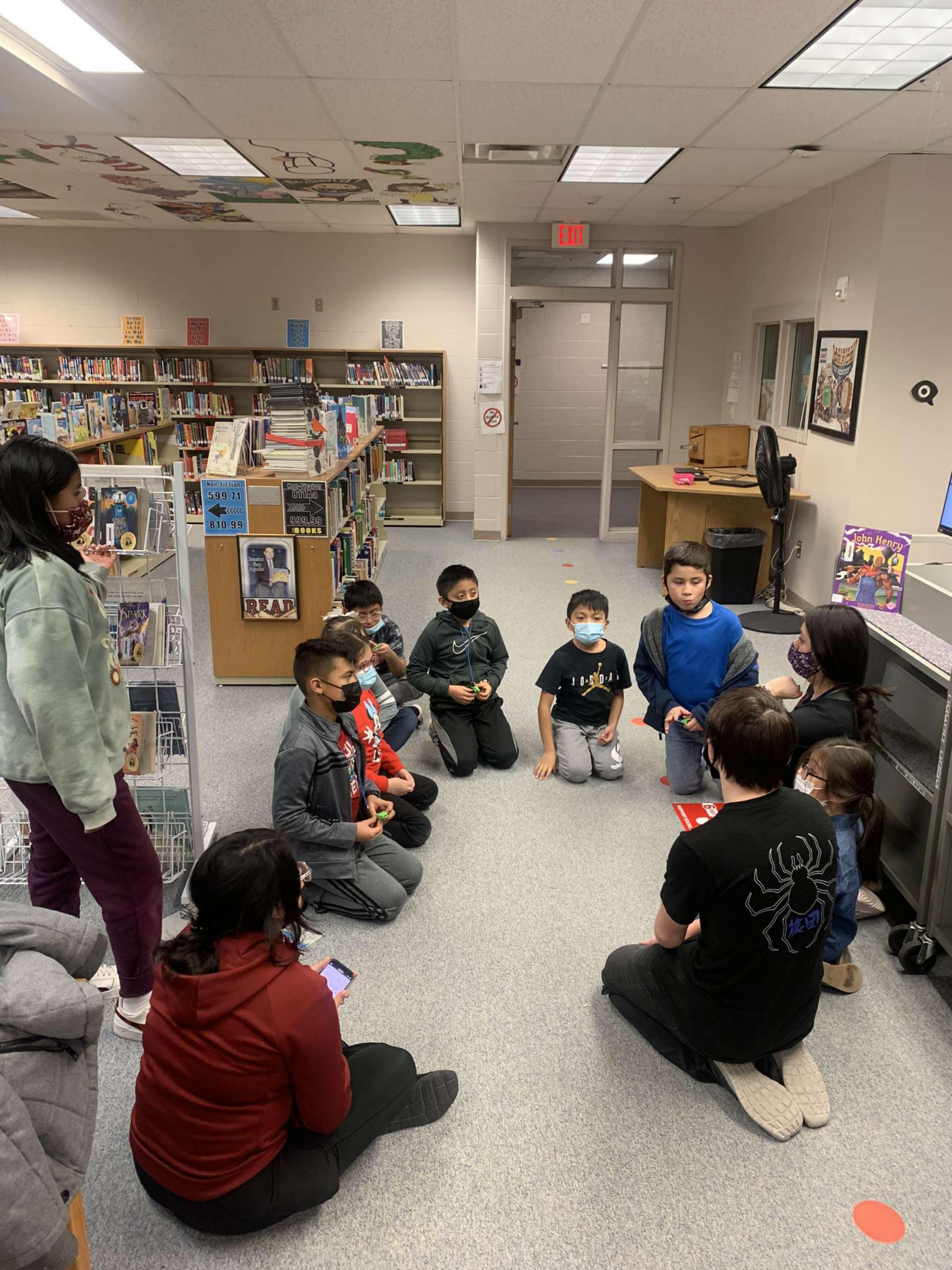

Derek Kotschwar, PE

Accepted by: _____
Dan Petsch
for Grand Island Public Schools
Date: _____



Sequencing: putting steps in order
Loop: action of doing something over and over (1-5)
Event: an action that causes something to happen (2-5)
Conditional: Statements that run only under certain conditions (3-5)





MAKE A WISH



TIE THIS BRACELET AROUND YOUR WRIST.
CLOSE YOUR EYES AND MAKE A WISH.
WHEN YOUR BRACELET BREAKS IN TWO,
THE WISH YOU MADE MIGHT COME TRUE!



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.

/

§ 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.

§ 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.

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§ 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

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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 B201–2017, 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.

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

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

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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.

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

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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.

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§ 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

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Litigation in a court of competent jurisdiction
PAGE 7

One year from the date of Substantial Completion

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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.

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.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.

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§ 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.

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- .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: ~~B201-2017~~, 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
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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

Litigation in a court of competent jurisdiction
PAGE 7

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.

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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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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)

KAREN A. HAASE ^{NE, SD, LA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}
COADY H. PRUETT ^{NE, CO}



JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SARA HENTO ^{SD, NE}
SHARI RUSSELL, Paralegal

[Date]

Re: *Legal Representation Agreement*

Dear Superintendent _____,

We are delighted to confirm our agreement to serve as legal counsel for _____ Public Schools. Our representation will begin upon our receipt of a copy of this Agreement. Our practice is to provide all clients with a written engagement letter so that you have a clear understanding of the terms of our representation of you and KSB School Law's policy for billing you for legal services.

We will charge hourly rates in connection with all of the work performed for _____ Public Schools. We send statements each month and will send them by email to your attention. Our statements are due and payable each month. It is our firm's practice to record time in increments of one-tenth of an hour. We will assign tasks related to representing you among all of us, based on expertise, cost and availability. Karen Haase's current hourly rate is \$325, Steve William's current hourly rate is \$325.00 and Bobby Truhe's current rate is \$290.00. Coady Pruett, Jordan Johnson, Tyler Coverdale and Sara Hento are our associate attorneys. Coady's current hourly rate is \$250.00, Jordan's is \$200.00, Tyler's is \$200.00, and Sara's is \$180.00. Shari Russell is our paralegal and her current hourly rate is \$175.00. Any work completed by our law clerk will be billed at the hourly rate of \$100.00. Our hourly rates are annually adjusted.

When our firm incurs various expenses such as photocopying, postage, and mileage, we also include those costs in our monthly statements.

301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED

141 NORTH MAIN AVENUE, SUITE 504
SIOUX FALLS, SOUTH DAKOTA 57104

[Mr./Ms. Recipient]

[Date]

Page 2

KSB School Law is not requiring you to pay any up-front retainer. However, we may do so in the rare event that specific circumstances arise hereafter that would, in our judgment, require the deposit of a retainer. Any retainer provided to us will be deposited in KSB School Law's trust account. By signing this Agreement, you give KSB School Law permission to collect fees and expenses from the retainer based on our monthly billing. KSB School Law will provide you with its statement of fees and expenses paid from the retainer. You may be called upon by KSB School Law, at our discretion, to replenish the retainer amount periodically. Any unused portion of the retainer remaining after all legal fees and expenses have been paid will be returned to you. You will not earn or be paid interest on the retainer.

Our representation will continue until the matter you have retained us to advise you upon is concluded, you terminate our representation, or we withdraw from the representation. Our representation of you does not include tax advice. You may terminate our representation of you at any time, with or without reason. Your termination of KSB School Law's representation in no way relieves you of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of our file materials. Likewise, KSB School Law reserves the right to withdraw from representation under circumstances permitted by the applicable rules of professional conduct. At the conclusion of our representation of you, we will retain your legal files for a period of 7 years after we close our files. At the expiration of the 7-year period, we may destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

KSB School Law has determined that there are no current conflicts of interest in our representation of you. However, as new matters arise in our ongoing representation of you, it is possible that new circumstances could present a conflict of interest concerning that new matter. If we become aware of a conflict we will promptly advise you and exercise our ethical obligation to withdraw or decline representation on the conflicting matter as required by the applicable rules of professional conduct. By signing this agreement, you acknowledge that we have informed you of the risks and the consequences of potential conflicts.

[Mr./Ms. Recipient]

[Date]

Page 3

Please give one of us a call or drop us an e-mail at ksb@ksbschoollaw.com if you have any questions about this engagement letter, any bill for services, or any other matter pertaining to our representation of you.

Yours very truly,

KSB School Law, PC, LLO

Karen A. Haase
karen@ksbschoollaw.com

Approved and agreed to this ___ day of _____, 2021.

Superintendent

KAREN A. HAASE ^{NE, SD, IA, WY}
STEVE WILLIAMS ^{NE}
BOBBY TRUHE ^{NE, SD}
COADY H. PRUETT ^{NE, CO}



JORDAN JOHNSON ^{NE}
TYLER COVERDALE ^{SD}
SARA HENTO ^{SD, NE}
SHARI RUSSELL, Paralegal

February 14, 2022

Dr. Tawana Grover, Superintendent
Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802

Re: *Legal Representation Agreement*

Dear Dr. Grover,

We are delighted to confirm our agreement to serve as legal counsel for Grand Island Public Schools. Our representation will begin upon our receipt of a copy of this Agreement. Our practice is to provide all clients with a written engagement letter so that you have a clear understanding of the terms of our representation of you and KSB School Law's policy for billing you for legal services.

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SIOUX FALLS, SOUTH DAKOTA 57104

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Dr. Grover
February 14, 2022
Page 3

Please give one of us a call or drop us an e-mail at ksb@ksbschoollaw.com if you have any questions about this engagement letter, any bill for services, or any other matter pertaining to our representation of you.

Yours very truly,

KSB School Law, PC, LLO



Bobby Truhe
bobby@ksbschoollaw.com

Approved and agreed to this 10th day of February, 2022.



Dr. Grover, Superintendent

GIPS BOE NEEDS ANALYSIS



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

Proposal: Upgrade GIPS switches to improve speed, access, and security for student and staff internet access

Submitted By: Cory Gearhart

Date: 1/27/2022

1. What is the identified need?

Our current aging switches are no longer in production. Increases in security and bandwidth requirements by applications learning platforms necessitate the upgrade to faster more manageable switches.

2. Administrative Rationale for BOE Agenda Item (*connect to On Track to Thrive 2025 Success Area and Objective*)

- 1.3 Every student learns in a safe and resourced environment.
- 2.2 Every student has equitable access to rigorous, relevant coursework

3. Proposed Action

Approve the purchase of the internetworking switches, accessories, and services from Prime Communications, pending erate funding commitment, as submitted.

4. Data/Research Assessed

Met with multiple vendors and customers, piloted with two facilities.

5. Equity Analysis

5. Stakeholder Group(s) Involved

All GIPS staff and students.

6. Summary

The proposal is to purchase and install new switching technology for all buildings in the district except IA, OLC, Kneale. We are standardizing on the Aruba platform to provide centralized management of both wired and wireless devices creating a more secure network through device profiling and network segmentation. The new switching technology also allows for increased bandwidth to the access points, to provide faster access to students and staff using online platforms for new learning and learning recovery.

7. Fiscal Impact

Amount: Total Cost: \$1,152,455
GIPS Amount: **\$230,491** - 20% of total.

Source: ESSER II

Details: GIPS portion will be paid out of ESSER II funds.

8. Person(s) Responsible for Implementation

Cory Gearhart/John Hirschman

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Complete the ERate filing for 2022-23 Category 2, Purchase and Install equipment.

Timeline: 4/22 receive ERate Funding Commitment
4/22 order equipment
12/22 receive equipment
Spring 2023 install equipment and configure network

▲ Board or Committee Report/Follow-Up

Actions: Update Facilities when project is complete.

Date for follow up: 6/2023

Company	Hamilton*	Prime Communications**
Switches	\$2,696,760.00	\$935,441.60
Accessories	\$11,500.00	\$31,526.51
Labor	\$39,200.00	\$101,390.00
Licensing	\$333,000.00	\$84,096.12
Total	\$3,080,460.00	\$1,152,454.23

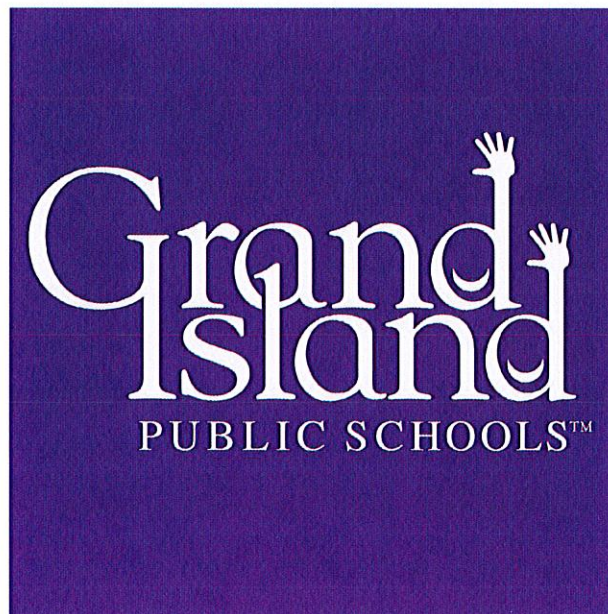
* Bid includes 10GB stacking cables, no power supplies specified.

** Bid includes 10GB stacking cables, 23 10Gbps LR transceivers, and power supplies, services to implement Dynamic Segmentation through existing AAA systems.

**NETWORKING EQUIPMENT ERATE FY 2022/2023
GRAND ISLAND PUBLIC SCHOOLS**

**PRIME COMMUNICATIONS, INC.
RFP RESPONSE**

January 18, 2022



Attention:

Cory Gearhart
Grand Island Public Schools
2124 North Lafayette Street
Grand Island, NE 68802
Networking Equipment ERATE FY 2022/2023

On behalf of Prime Communications Inc. (PCI), I would like to thank Grand Island Public Schools for inviting us to participate in the selection process for the *Networking Equipment ERATE FY 2022/2023* project. PCI was founded in 2001 based on the commitment to deliver quality solutions, installed by certified technicians, backed by a dedicated customer support team. Today, we continue to deliver on that promise. We have focused our expertise on physical security and infrastructure to meet the growing need for a quality integration partner who understands the strengths and complexities of today's network solutions in a K-12 environment. By partnering with Prime Communications, Inc. you are choosing an industry expert. We understand the importance of completing your project on time and on budget. Each of our clients has its own unique needs which is why we design customized solutions to meet their specific requirements. Our project and program management expertise, developed over the last 20 years, provides you with the reliability and consistency you demand to know the job is getting done right. Prime Communications, Inc. is uniquely qualified to execute on this critical opportunity. With PCI's expertise in deploying network solutions in large K-12 environments and our focus on effective project management, we have the skillsets required to execute successfully on this initiative.

Prime Communications, Inc. offers a unique approach to our network solutions engagements that focuses on engineered design, procurement, professional deployment, and technical support to manage your systems. Our proven process provides a powerful, simple, and efficient alternative to how you design, source, and implement network solutions. PCI understands that each customer engagement that we participate in requires great attention to detail before, during, and after the project is launched. It is imperative that the proper processes are in place to ensure that the project is delivered on time and on budget with minimal deviations from the original scope. In addition, once the solution is deployed it needs to be supported in a manner that addresses system issues and changes in an efficient and effective manner. By following these fundamental steps PCI has successfully implemented literally hundreds of network installations. The key components that drive this success are included in our RFP response but can be summarized by the following behaviors:

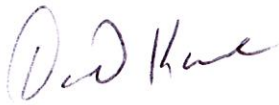
- Discovery
- Collaborate
- Solve
- Deliver
- Measure
- Improve

As a national provider of security and network infrastructure solutions Prime Communications, Inc. is structured to meet the information technologies and project management demands of today's business.

- Operating for over 20 years
- 300 employees dedicated to serving our clients
- Performance capabilities for security and network infrastructure that includes:
 - Design
 - Project Management
 - Implementation
 - Ongoing Support & Maintenance

Thanks again for your time and consideration through the initial phase of this process. We look forward to the opportunity of partnering with Grand Island Public Schools for the *Networking Equipment ERATE FY 2022/2023* project.

Sincerely,



Dave Kanne
Commercial Accounts Manager
Prime Communications, Inc.

RFP for Networking Equipment

Grand Island Public Schools

December 2021

General Summary:

Equipment - The school district is seeking proposals for the purchase of wired networking devices and supporting services and accessories for the school district. The school district will accept proposals from any viable, cost-effective vendor.

Grand Island Public Schools Erate Needs 2022-23

All Proposals must be received no later than 2pm on January 20, 2022, at the office address below:

Grand Island Public Schools
Attn: Cory Gearhart
123 S Webb Rd
Grand Island, NE 68802-4904
erate@gips.org

Contact for questions will be documented here for all bidders to reference:

<https://docs.google.com/document/d/1QU43ybHlwgsKGYiaHRI71eREo91vmJjGghOSV VvLJSg/edit?usp=sharing>

Please break down your bid into the following categories:

1. Network Switches
2. Switch Accessories
3. Labor for Installation and Configuration
4. Device Hardware and Management Licensing (if Separate from Switch SKU)

Existing Environment

Currently:

Mixed environment of Aruba and Brocade routing and switching equipment, Aruba Central Cloud Switch management.

Proposed:

INTERNAL CONNECTIONS

GIGABIT LAYER 3 SWITCHES

GIPS is wanting to purchase:

1. Up to 200 Layer 3 POE+ network switches similar to Aruba 6300M 48-Port Class 6 PoE (JL659A) Multi-Gigabit 1, 2.5, 5Gbps Ethernet with priority given to devices which are 100% compatible with Aruba Central Cloud Management and Stackable with existing Aruba CX switches.
2. Accessories necessary to stack switching into approximately 100 switch stacks with most stacking cables being 1m in length.
3. Price labor for installation and configuration of switches into the facilities and Aruba Central cloud management templates for each of 22 locations.
4. Price licensing for inclusion into the Aruba Central cloud management system.

Specifications

General:

- Minimum of 4 SFP+ ports with 10 GbE
- Stackable for single point of management of multiple physical switches
- SNMP v2 and v3
- Must include rack mounting hardware
- Free included firmware upgrades
- Fully managed (HTTPS, SSH, SNMP, and CLI via Console)
- System Switching Capacity: 880 Gbps
- System Throughput Capacity: 660 Mpps
- Model Switching Capacity: 880 Gbps
- Model Throughput Capacity: 654 Mpps
- Average Latency (LIFO-64- bytes packets): 1Gbps: 4.24 μ Sec 10Gbps: 1.50 μ Sec 25Gbps: 2.91 μ Sec 50Gbps: 3.49 μ Sec
- Stack Size: 10 members
- Max. Stacking Distance: Up to 10 kms with long range transceivers
- Stacking Bandwidth: 200 Gbps
- Switched Virtual Interfaces (dual stack): 1024
- IPv4 Host Table (ARP): 49152
- IPv6 Host Table (ND): 49152
- IPv4 Unicast Routes: 61000
- IPv6 Unicast Routes: 61000
- IPv4 Multicast Routes: 8192
- IPv6 Multicast Routes: 8192
- MAC Table Capacity: 32768
- IGMP Groups: 8192
- MLD Groups: 8192
- IPv4/IPv6/MAC ACL Entries (ingress): 20,480/5,120/20,480
- IPv4/IPv6/MAC ACL Entries (egress): 8,192/2,048/8,192

- VRF: 256

Detailed Specifications:

- ANSI/TIA-1057 LLDP Media Endpoint Discovery
- (LLDP-MED)
- CPU DoS Protection
- Bootstrap Router (BSR) Mechanism for PIM, PIM WG
- draft-ietf-savi-mix
- IEEE 802.1AB-2005
- IEEE 802.1ak-2007
- IEEE 802.1AX-2008 Link Aggregation
- IEEE 802.1D MAC Bridges
- IEEE 802.1p Priority
- IEEE 802.1Q VLANs
- IEEE 802.1s Multiple Spanning Trees
- IEEE 802.1t-2001
- IEEE 802.1v VLAN classification by Protocol and Port
- IEEE 802.1w Rapid Reconfiguration of Spanning Tree
- IEEE 802.3ad Link Aggregation Control Protocol (LACP)
- IEEE 802.3ae 10-Gigabit Ethernet
- IEEE 802.3af Power over Ethernet
- IEEE 802.3at Power over Ethernet
- IEEE 802.3bt Power over Ethernet
- IEEE 802.3az Energy Efficient Ethernet (EEE)
- IEEE 802.3x Flow Control
- IEEE 802.3z 1000BASE-X
- RFC 1122 Requirements for Internet Hosts -
Communications Layers
- RFC 1215 Convention for defining traps for use with the
SNMP
- RFC 1256 ICMP Router Discovery Messages
- RFC 1350 TFTP Protocol (revision 2)
- RFC 1393 Traceroute Using an IP Option
- RFC 1403 BGP OSPF Interaction
- RFC 1519 CIDR
- RFC 1542 BOOTP Extensions
- RFC 1583 OSPF Version 2
- RFC 1591 Domain Name System Structure and Delegation
- RFC 1657 Definitions of Managed Objects for BGP-4 using
SMIPv2
- RFC 1772 Application of the Border Gateway Protocol in
the Internet

- RFC 1812 Requirements for IP Version 4 Router
- RFC 1918 Address Allocation for Private Internet
- RFC 1997 BGP Communities Attribute
- RFC 1998 An Application of the BGP Community Attribute in Multi-home Routing
- RFC 2131 DHCP
- RFC 2132 DHCP Options and BOOTP Vendor Extensions
- RFC 2236 IGMP
- RFC 2328 OSPF Version 2
- RFC 2375 IPv6 Multicast Address Assignments
- RFC 2385 Protection of BGP Sessions via the TCP MD5 Signature Option
- RFC 2401 Security Architecture for the Internet Protocol
- RFC 2402 IP Authentication Header
- RFC 2439 BGP Route Flap Damping
- RFC 2460 Internet Protocol, Version 6 (IPv6) Specification
- RFC 2464 Transmission of IPv6 over Ethernet Networks
- RFC 2545 Use of BGP-4 Multiprotocol Extensions for IPv6 Inter-Domain Routing
- RFC 2576 (Coexistence between SNMP V1, V2, V3)
- RFC 2579 (SMIv2 Text Conventions)
- RFC 2580 (SMIv2 Conformance)
- RFC 2710 Multicast Listener Discovery (MLD) for IPv6
- RFC 2711 IPv6 Router Alert Option
- RFC 2787 Definitions of Managed Objects for the Virtual Router Redundancy Protocol
- RFC 2918 Route Refresh Capability for BGP-4
- RFC 2925 Definitions of Managed Objects for Remote Ping, Traceroute, and Lookup Operations (Ping only)
- RFC 2934 Protocol Independent Multicast MIB for IPv4
- RFC 3019 MLDv1 MIB
- RFC 3046 DHCP Relay Agent Information Option
- RFC 3056 Connection of IPv6 Domains via IPv4 Clouds
- RFC 3065 Autonomous System Confederation for BGP
- RFC 3068 An Anycast prefix for 6to4 Relay Route
- RFC 3137 OSPF Stub Router Advertisement sFlow
- RFC 3376 IGMPv3
- RFC 3416 (SNMP Protocol Operations v2)
- RFC 3417 (SNMP Transport Mappings)
- RFC 3418 Management Information Base (MIB) for the Simple Network Management Protocol (SNMP)
- RFC 3484 Default Address Selection for IPv6
- RFC 3509 Alternative Implementations of OSPF Area

- Border Routers
- RFC 3575 IANA Considerations for RADIUS
- RFC 3623 Graceful OSPF Restart
- RFC 3768 VRRP
- RFC 3810 Multicast Listener Discovery Version 2 (MLDv2)
 - for IPv6
- RFC 3973 PIM Dense Mode
- RFC 4022 MIB for TCP
- RFC 4113 MIB for UDP
- DATA SHEET
- ARUBA CX 6300 SWITCH SERIES
- 23
- RFC 4213 Basic Transition Mechanisms for IPv6 Hosts and Routers
- RFC 4251 The Secure Shell (SSH) Protocol
- RFC 4252 SSHv6 Authentication
- RFC 4253 SSHv6 Transport Layer
- RFC 4254 SSHv6 Connection
- RFC 4271 A Border Gateway Protocol 4 (BGP-4)
- RFC 4273 Definitions of Managed Objects for BGP-4
- RFC 4291 IP Version 6 Addressing Architecture
- RFC 4292 IP Forwarding Table MIB
- RFC 4293 Management Information Base for the Internet Protocol (IP)
- RFC 4360 BGP Extended Communities Attribute
- RFC 4419 Key Exchange for SSH
- RFC 4443 ICMPv6
- RFC 4456 BGP Route Reflection: An Alternative to Full Mesh Internal BGP (IBGP)
- RFC 4486 Subcodes for BGP Cease Notification Message
- RFC 4541 IGMP & MLD Snooping Switch
- RFC 4552 Authentication/Confidentiality for OSPFv3
- RFC 4601 PIM Sparse Mode
- RFC 4607 Source-Specific Multicast for IP
- RFC 4675 RADIUS VLAN & Priority
- RFC 4724 Graceful Restart Mechanism for BGP
- RFC 4760 Multiprotocol Extensions for BGP-4
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- RFC 4940 IANA Considerations for OSPF
- RFC 5065 Autonomous System Confederation for BGP
- RFC 5095 Deprecation of Type 0 Routing Headers in IPv6
- RFC 5187 OSPFv3 Graceful Restart

- RFC 5340 OSPFv3 for IPv6
- RFC 5424 Syslog Protocol
- RFC 5492 Capabilities Advertisement with BGP-4
- RFC 5519 Multicast Group Membership Discovery MIB (MLDv2 only)
- RFC 5701 IPv6 Address Specific BGP Extended Community Attribute
- RFC 5722 Handling of Overlapping IPv6 Fragments
- RFC 5798 VRRP (exclude Accept Mode and sub-sec timer)
- RFC 5880 Bidirectional Forwarding Detection
- RFC 5905 Network Time Protocol Version 4: Protocol and Algorithms Specification
- RFC 6620 FCFS SAVI
- RFC 6987 OSPF Stub Router Advertisement
- RFC 7047 The Open vSwitch Database Management Protocol
- RFC 7313 Enhanced Route Refresh Capability for BGP-4
- RFC 768 User Datagram Protocol
- RFC 783 TFTP Protocol (revision 2)
- RFC 791 IP
- RFC 792 ICMP
- RFC 793 TCP
- RFC 813 Window and Acknowledgement Strategy in TCP
- RFC 815 IP datagram reassembly algorithms
- RFC 8201 Path MTU Discovery for IP version 6
- RFC 826 ARP
- RFC 879 TCP maximum segment size and related topics
- RFC 896 Congestion control in IP/TCP internetworks
- RFC 917 Internet subnets
- RFC 919 Broadcasting Internet Datagrams
- RFC 922 Broadcasting Internet Datagrams in the Presence of Subnets (IP_BROAD)
- RFC 925 Multi-LAN address resolution
- RFC 951 BOOTP
- RFC 1027 Proxy ARP
- SNMPv1/v2c/v3
- RFC 4861 IPv6 Neighbor Discovery
- RFC 4862 IPv6 Stateless Address Auto-configuration
- ITU-T Rec G.8032/Y.1344 Mar. 2010
- RFC 1757 Remote Network Monitoring Management Information Base
- 2.5G/5GBASE-T (IEEE 802.3bz-2016), 2.5G/5G NBASE-T
- 10GBASE-T (IEEE 802.3an-2006)

- 25-Gigabit Ethernet (IEEE 802.3by-2016, 802.3cc-2017)
- 50-Gigabit Ethernet (IEEE 802.3cd-2018)
- RFC 3101 OSPF Not-so-stubby-area option
- RFC 4750 OSPFv2 MIB partial support no SetMIB

IEEE Standards

- 802.1AB LLDP/LLDP-MED
- 802.1D-2004 MAC Bridging
- 802.1p Mapping to Priority Queue
- 802.1Q with Tagging
- 802.1s Multiple Spanning Tree
- 802.1w Rapid Spanning Tree (RSTP)
- 802.1X Port-based Network Access Control
- 802.3 10BASE-T
- 802.3ab 1000BASE-T
- 802.3ad Link Aggregation (Dynamic and Static)
- 802.3ae 10 Gigabit Ethernet
- 802.3af Power over Ethernet
- 802.3at Power over Ethernet Plus
- 802.3u 100BASE-TX
- 802.3x Flow Control
- 802.3z 1000BASE-SX/LX
- 802.3 MAU MIB (RFC 2239)
- 802.1AE- MACsec (HW-capable)
- 802.3az-2010 - EEE (HW-capable)

ERATE REQUIREMENTS

Vendor must agree to participation in the Universal Service support Mechanism for Schools and Libraries (known as the “E-rate” Program) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 USC 254, “Universal Service”). To ensure compliance with all applicable E-rate rules, requirements, regulations, and program mandates, Vendor must comply with the following.

Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

E-rate Understanding

Vendor shall have a working understanding of the E-rate Program.

E-Rate Program Participation

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, Consultant, the Universal Service Administrative Company ("USAC"), and any agency or entity administering the E-rate Program to ensure the District receives all of the E-rate funding for which it has applied or intends to apply and to which it is entitled in connection with Vendor's services and/or products.

District prefers to utilize the SPI Discounting Method and the Vendor must agree to the SPI Discount Method, when applicable. Additionally, each funding year the District has the discretion to select either (a) the BEAR reimbursement process, whereby the district will make full undiscounted payment and receiving subsequent reimbursement of the discount amount from the service provider (within 20 days of receiving payment from USAC) or (b) the SPI method, whereby the service provider will invoice the District for the undiscounted amounts due on E-Rate eligible services or products and at the same time invoice USAC for the balance. The vendor shall be solely responsible for timely filing of invoices with USAC and understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing or other Vendor omissions.

Invoice Rejection by USAC

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay.

Documentation Availability

Vendor must maintain and upon request provide to District staff and/or the District's E-rate consultant, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

Document Retention Requirement

Vendor must maintain all records, documentation, and other information relating to Vendor's services (as required under the E-rate Program) to the District for ten(10) years after the last date of the delivery of services. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District.

NEW EQUIPMENT

Products provided under this proposal shall meet all federal, state and local statutes, rules, regulations, codes, ordinances and requirements which are applicable to Nebraska Public Schools. The district will accept only new originally manufactured contract equipment, materials and/or goods. The district will not accept any equipment, materials or contract goods that have been refurbished, rebuilt, restored, or renovated in

any manner. In addition, the district will not accept experimental materials. Experimental materials shall be defined as contract equipment, materials or goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal. The vendor acknowledges and agrees to the terms explained above.

INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the Governing Board, and its respective members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Vendor, its officials, agents and employees and subcontractors in the performance of the services under the contract.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses as incurred by and on behalf of the School District, arising hereunder. In addition, if any judgment shall be rendered against the School District in any such action, the Vendor shall, at its own expense, satisfy and discharge such obligation of the School District. The Governing Board shall have the right to participate in the defense of any suit, without relieving the selected vendor of any of its obligations hereunder under which the vendor shall reimburse the Governing Board for any attorney fees and expenses incurred. The Governing Board retains final approval of any and all settlements or legal strategies, which involve the interest of the School District.

The indemnities set forth herein shall survive the expiration or termination of the Contract.

GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to any conflict of law or choice of law principles. We reserve the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified vendors at the same time, if such action is in the best interest of SPEED SEJA 802.

This agreement may be revised, including, but not limited to dates, terms, services, and pricing levels. Any contract revisions or amendments are considered a minor contract modification and permitted under the agreement. Any contract or agreement entered into by the District and/or Governing Board is contingent upon Erate Funding approval and may be null and void if such approval for Erate funding is not granted.

This agreement is contingent upon Erate Funding and Governing Board approval.

BID SUBMISSION MUST INCLUDE THE FOLLOWING ON A SUMMARY COVER SHEET:

- FORM 470 REFERENCE NUMBER OF POSTED 470
- VENDOR SPIN
- VENDOR CONTACT
- VENDOR CONTACT INFORMATION
- HARDWARE PRICING BROKEN DOWN BY BUILDING AND CATEGORY
- SHIPPING/HANDLING COSTS
- TOTAL COSTS

COMPANY BACKGROUND

Provide a brief overview and history of your company.

REFERENCES

Provide two or more references from School Districts who have done business with you previously. We prefer references from school districts as close in proximity to our school district as possible. Vendor must include name of school, name of person, title, address and telephone number of the contact person.

TIMELINE

The School District will give notice to the chosen vendor when to commence purchasing/shipping; no earlier than March 30, 2022.

We have prepared a quote for you

ERATE Switch Replacement 2022

Quote # 006238 v2

Prepared for:

GRAND ISLAND SCHOOLS

Cory Gearhart
cgearhart@gips.org

Prepared by:

Prime Secured

Dave Kanne
dkanne@primecominc.com

Grand Island Public Schools

Request for Proposals

Erate 470 Identifier: 220007067

Jan 13, 2022
Dave Kanne
Prime Communications, Inc.
22145 W. Maple Road
Elkhorn, NE 68022
SPIN: 143030334

Prime Communications, Inc. (PCI) thanks you for the opportunity to submit a response to the Grand Island Public Schools 2022 ERATE projects. The RFP was completed by Dave Kanne, National Account Executive and Anthony Nabower Sr. Network engineer.

Prime Communications, Inc. (PCI) headquartered in Elkhorn, Nebraska, is a national provider of Network and Integrated Physical Security Solutions. Founded in 2001 as a network infrastructure provider, our experience and technical expertise in network design and implementation has led to the development of our expertise with regards to wireless and wired networks. We provide solutions to Fortune 500 companies in the retail, financial, healthcare and commercial sectors as well as enterprise solutions for the education market and critical infrastructure providers.

PCI offers a unique life cycle approach to network engagements that focuses on engineered design, procurement, professional deployment and technical support to manage your technology systems. Our modular life cycle approach provides a powerful, simple and efficient alternative to how you design, source and implement your security solutions.

Business Units:

- i. Mobility; PCI provides a full range of WLAN, BYOD and DAS solutions from custom design-builds to national rollout & implementations. We can implement wireless as a stand-alone solution or in combination with a traditional wired network infrastructure while accommodating coverage and capacity with flexibility to adept as needed.
- ii. Network Infrastructure; PCI enables companies to develop a strategic approach to infrastructure design, engineering, implementation, and support. Our low-voltage cabling solutions are designed, engineered, installed and tested by experts to ensure that infrastructure supports risk mgmt., security, communication, data and technology solutions. PCI provides data, voice, video, fiber, VoIP telecom, MDF, IDFT, Termination closet design and build. PCI employs certified network engineers to design & build LAN/WAN infrastructure.
- iii. Physical Security; PCI security services provides end-to-end solutions for any or all physical security needs – from equipment procurement to custom designed and engineered systems to professional installation, deployment, and project management from certified security experts. Deployments include Access Control, Video Surveillance, Video Analysis, Intrusion Systems, Perimeter Detection, Intelligent PSIM, and 3rd Party Customer Integrations.

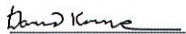
Certifications:

- i. Genetec Unified Elite Partner
- ii. Axis Communications Gold Partner
- iii. Aruba Networks Platinum Partner
- iv. Extreme Networks Partner
- v. Palo Alto Networks Partner
- vi. Avaya Certified Support Specialist
- vii. BICSI Corporate Member
- viii. Panduit Certified Install
- ix. Ortronics Certified Installer
- x. Signamax Authorized Installer
- xi. Hubbell Premise Wiring MISSION CRITICAL
- xii. Bert-Teck Oasis Certified Integrator
- xiii. Siemon Certified Installer
- xiv. Uniprise Certified Installer

References:

- i. Josh Kelley
Hastings College
402-461-7738
jkelly@hastings.edu
- ii. Greg Boettger
Bellevue Public Schools
402-293-5066
greg.boettger@bpsne.net
- iii. Corey Scott
Southeast Community College
402-761-8418
cscott@southeast.edu

Prime Communications would like to thank you for allowing us the opportunity to be considered as a provider for the Grand Island Public Schools 2022 ERATE project. We are confident that our experience with networks in the K-12 market will make for a deployment of the highest quality to serve the students, faculty and administration. We look forward to working with you on this initiative.



Dave Kanne
Outside Sales Representative
Prime Secured

► Statement of Work

Scope of Project

Switching

Prime Communications will provide, configure and install 204 switches in the customer's wiring closets across all schools. Prime will install the new switches in the rack while the old switches are still in production if space and patch cable lengths allow to minimize downtime. Existing switches will be removed and left in the wiring closet. Prime will make a best effort to cleanup patch cables and fiber jumpers to the new switches. Prime will configure the hostname, VLAN(s) including port assignments, IP subnets, IP routing, IP helpers, and dynamic segmentation (see ClearPass section), and add to Aruba Central for monitoring and management.

Prime will work with the customer to re-design the IP subnets and VLANs across the network. Prime will make the necessary configuration changes to VLANs and IP routing. The customer is responsible for configuring DHCP scopes and changing/updating static IP addresses on their devices.

Prime will work with the customer to test different devices and make sure they have network connectivity.

Central Deployment

Aruba Central licenses are included for all switches. Prime will perform the initial configuration for Aruba Central including:

- Activating subscriptions
- Setup Aruba Activate account and link to Central
- Create Groups, sites and labels

Dynamic Segmentation

Prime will configure the switches and the existing controllers for dynamic segmentation. A white boarding session will be scheduled to determine roles and VLANs needed. Prime will configure traffic based on ClearPass determination if traffic should be bridged locally at the switch or tunneled back to the controllers at Kneale Admin. Prime will work with the customer to test a few devices to ensure they are working.

ClearPass Wired Configuration

Prime will setup services to authenticate wired users connected to Aruba switches. Prime will setup and configure an 802.1x and Mac Auth service. Prime will configure all roles, role mappings, enforcement policies and profiles for each service. If tunneled-node will be implemented the customer's existing controllers will be used. Prime will configure up to ten (10) roles and policies. Once configured Prime will assist the customer with testing devices to ensure the role mappings and enforcement profiles are working correctly.

Project Management

Prime will provide a dedicated Project Manager (PM) for the project. The PM will coordinate ordering all hardware, software, licensing and subscriptions. They will keep regular communications with the customer.

Documentation

► Statement of Work

Prime will provide the following documentation as part of the project. All documentation will be provided in a digital format.

- IT Documentation spreadsheet
 - Hardware inventory
 - VLAN and IP address info
- Logical Network Diagram
- ClearPass authentication workflow

Training

Prime will provide training for IT staff members. Items that will be covered include:

- Accessing management sites/portals
- Reviewing AP, switch and client information
- Configuring SSID, RF, VLANs, roles and policies
- Basic CLI monitoring and configuration commands on switches
- Clearpass Access Tracker, Services, Roles, Enforcement, endpoints.

Removal of old equipment

Prime will leave old equipment in a designated location at each building. It's the customer's responsibility to move and/or dispose of all equipment.

Building Access

The customer will provide keys and/or card access to the building(s) or have rooms/areas unlocked prior to any engineers or technicians coming onsite. Any delays in access to rooms/areas needed will be documented and a change order will be issued to the customer at the end of the project.








Warranty

Included with this proposal is a one (1) year of warranty on all work performed by Prime Communications. The warranty period starts when the project is substantially completed. Substantial completion is defined when all hardware is installed, online and clients/devices are generally able to connect. Troubleshooting issues as part of the project will not delay the start of the warranty period.

Troubleshooting

Prime will assist the customer with troubleshooting issues during the project. Any troubleshooting that is determined to be an issue that was not related to the scope of work of this project, will be charged to the customer in a change order.

Materials

Description	Price	Qty	Ext. Price
Switches			
Aruba 6300M Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty Aruba 6300M 48SR5 CL6 PoE 4SFP56 Switch 	\$4,247.30	200	\$849,460.00
Aruba 6300M 24-port SFP+ and 4-port SFP56 Switch - 24 Ports - Manageable - 3 Layer Supported - Modular - Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty Aruba 6300M 24SFP+ 4SFP56 Switch 	\$4,658.36	4	\$18,633.44
Power Supplies			
HPE Aruba X372 54VDC 1050W 110-240VAC Power Supply - 54 V DC Output Aruba X372 54VDC 1050W PS 	\$330.65	200	\$66,130.00
HPE Aruba X371 12VDC 250W 100-240VAC Power Supply Aruba X371 12VDC 250W PS 	\$152.27	8	\$1,218.16
Stacking Cables and SFP+ Modules			
Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network 	\$90.22	110	\$9,924.20
HPE Aruba 50G SFP56 to SFP56 3m Direct Attach Copper Cable - 9.84 ft SFP56 Network Cable - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network - 50 Gbit/s HPE Aruba 50G SFP56 to SFP56 3m Direct Attach Copper Cable - 9.84 ft SFP56 Network Cable - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network - 50 Gbit/s 	\$139.35	30	\$4,180.50
Aruba 10G SFP+ LC LR 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR 	\$757.47	23	\$17,421.81
Aruba Central Subscriptions			
Aruba Central Foundation - Subscription License - 1 Switch (48 Ports) - 5 Year - Electronic	\$394.53	204	\$80,484.12
Next Business Day switch replacements for 24 port fiber switches			

Materials

Description	Price	Qty	Ext. Price
HPE Foundation Care Exchange - 5 Year Extended Service - Service - 9 x 5 Next Business Day - Service Depot - Exchange - Physical, Electronic	\$903.00	4	\$3,612.00

Subtotal: **\$1,051,064.23**

ERATE Switch Replacement 2022



Prepared by:
Prime Secured
 Dave Kanne
 (402) 884-8473
 dkanne@primecominc.com

Prepared for:
GRAND ISLAND SCHOOLS
 2124 North Lafayette Street
 Grand Island, NE 68802
 Cory Gearhart
 (308) 385-5900
 cgearhart@gips.org

Quote Information:
Quote #: 006238
 Version: 2
 Delivery Date: 01/18/2022
 Expiration Date: 02/27/2022

Quote Summary

Description	Amount
Materials	\$1,051,064.23
Professional Services	\$101,390.00


Total: \$1,152,454.23

Sales Tax Not Included.
 Applicable sales tax will be calculated and added upon invoicing

Payment Terms: Net 30.
 Material is invoiced upon receipt.
 Labor will be invoiced monthly.

Prime Secured

GRAND ISLAND SCHOOLS

Signature: 
 Name: Dave Kanne
 Title: Outside Sales Representative
 Date: 01/18/2022

Signature: _____
 Name: Cory Gearhart
 Date: _____

► Exclusions and Clarifications

Sales Tax

By Default, Prime Communications does not include sales tax on quotes unless specifically requested. Applicable sales tax will be calculated and added upon invoicing

Exclusions and Clarifications

- 120/208/220 volt power for switches
- PDU and UPS units
- Rack space
- Patch cables
- Fiber jumpers
- SFP/SFP+ modules beyond what is quoted
- Stacking cables beyond what is quoted
- Cabling services
- SSL certificates
- All work will be completed during normal business hours
- Any work not explicitly included in this scope of work is implicitly excluded from the project

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

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financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

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out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.



NASB Monthly Update for Board Meeting Agenda Item

February 2022

WATCH: Don't Ever Stop ... which premiered at the 2021 State Education Conference
<http://members.nasbonline.org/index.php/news-resources/videos>

Latest 'Board Notes' – Monthly Newsletters

(www.NASBonline.org - News & Resources - Board Notes)

- *Back to the Drawing Board - Resources to Help you Advocate*
- *Your 2022 NASB Legislation Committee*
- *NASB's Annual Membership Drive Coming Soon*
- *Create A Complete, Customized Policy Manual*
- *Your 2022 Membership Guide is Arriving Shortly!*
- *At The Board Table - Board Self-Assessment*
- *Today, and Every Day ... Thank You School Boards!!!*
- *Learn from Yesterday, Live for Today, Hope for Tomorrow*
- *Your NASB Board of Directors & Staff*
- *Your 2022 NASB Affiliates*
- *... And Much More!*

"NASB Update – Annual Board Calendar Summary"

View the full detailed calendar at: <http://members.nasbonline.org/index.php/resources>

(www.NASBonline.org – Board Leadership – Resources)

As a board, some items you should do, or have on the monthly agenda include:

MISSION, VISION & GOALS

Strategic Plan Update; District Goals Update

POLICY GOVERNANCE

Review, update, and adopt policy.

ACCOUNTABILITY & STUDENT ACHIEVEMENT

Review each school performance score and district performance score measured by graduation rates, student growth and student improvement. Review the district adopted Mentor Teacher Program.

ADVOCACY

Review 2022 Legislative Calendar, discuss NASB Legislative Updates and Legislative Committee Report.

DISTRICT/ESU RESOURCES [BUDGET]

Collective Bargaining. On or before March 25. Negotiations, mediation, and fact-finding shall end. If no agreement is reached by this date, either party may, within 14 days after such date, file a petition with the commission.

Board Finance Committee Report.

REPORTS

Board Committees; Superintendent; Administrators.

BOARD LEADERSHIP DEVELOPMENT

Review NASB Board Self-Assessment Summary. NASB Legislation Committee Meeting & Legislative Issues Conference. NASB President Retreats. NASB Needs - Resources Workshops.

LEARNING COMMUNITY

Diversity plan; limitations; school building maximum capacity; attendance areas; school board; duties. The board shall provide notice to parent whose student is currently attending a school outside of the attendance area stating what school the student shall be allowed to attend as a continuing student.

NASB's Video Resources:

<http://members.nasbonline.org/index.php/news-resources/videos>

(www.NASBonline.org – News & Resources – Videos)

Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, Monthly Board Agendas, and MUCH more!

Networking & Events ... Register Now

<http://members.nasbonline.org/index.php/events>

(www.NASBonline.org – Events)

- **Needs – Resources: Understanding How the State Funds Your District**
 - February 3 – Seward
 - February 9 – Auburn/ESU 4
 - February 15 – Blair
 - February 23 – Grand Island

- **Budget & Finance Workshops**
 - March 1 – York
 - March 23 – Ogallala

- **Make Your Meetings Matter: Building Effective Board Meetings For Your District & Community**
 - April 7 – West Point
 - April 12 – Gering
 - April 13 – Kearney

- **NSBA Annual Conference**
 - April 2-4 – San Diego
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NASB Member Zooms

<http://members.nasbonline.org/index.php/nasb-member-zooms>

(www.NASBonline.org – Events – NASB Member Zooms)

- **NASB Member Zoom with UNMC was January 18**
 - **Previous Member Zooms Available to Watch Include:**
 - Tough Times & Tough Meetings: The Board’s Role in Navigating Hot Button Issues
 - NASB Member Zoom w/ UNMC – Back to School Guidance, Decoupling, Infection Rates Among Children, Myths, & Q&A
 - NASB Member Zoom w/ NDE – The Local Board’s Role in ESSER Investments
 - NASB Member Zoom w/ Commissioner Blomstedt & Dr. Jeffrey Gold of UNMC
 - NASB Member Zoom w/ Bryce Wilson of NDE – Cares Act Funds Q&A for School Boards
 - And More ...
-

Advocacy/2021-22 Legislative Session

<http://members.nasbonline.org/index.php/government-relations>

(www.NASBonline.org – Government Relations)

- The 2022 legislative session began Wednesday, January 5. Keep tabs with all things pertinent to your school at NASB’s Govt Relations.
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Follow NASB on twitter at www.twitter.com/NASBonline using the hashtag #liveNASB
and on Facebook at www.facebook.com/NASBonline

Watch all of the NASB videos at <http://members.nasbonline.org/index.php/news-resources/videos>
(www.NASBonline.org – News & Resources – Videos)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for “This Month In ...” To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

(www.NASBonline.org - News & Resources - Board Notes)