GIPS BOE Regular Meeting
Thursday, June 9, 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. Contracts
   - 4.8. Policy
     - 4.8.1. 4640 INFORMATION TECHNOLOGY MANAGEMENT on Final Read
     - 4.8.2. 8415 MEDICATIONS IN SCHOOL on Final Read
     - 4.8.3. 8741 EARLY GRADUATION on Final Read
   - 4.9. Approval of Agenda as submitted
5. SPECIAL RECOGNITION
   - 5.1. PathBack Program Recognition
     Speaker(s): Mr. Brian Kort
6. CAMPUS HIGHLIGHTS
   - 6.1. Full service Community Schools
     Speaker(s): Amy Richards, Principal O'Connor Learning Center, Samantha Ellicot, Parent

     Goals: Obj 3.2 Community partnerships that increase supports to students and families
7. REQUESTS TO ADDRESS THE BOARD
   Speaker(s): Board President
8. EXECUTIVE SESSION FOR THE PURPOSE OF LEGAL COUNSEL CONSULTATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION
9. RECONVENE FROM EXECUTIVE SESSION
10. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION
11. INFORMATION ITEMS
    - 11.1. Panorama

Speaker(s): Dr. Jonathan Doll

11.2. Revisions to the 2022-2023 Calendar
Speaker(s): Dr. Dexter

11.3. Hello Hero SPED Contracted Service Agreement
Speaker(s): Ms. Richards and Ms. Engel

11.4. Additions to Extra Standard Schedule for 2022-2023
Speaker(s): Dr. Dexter

11.5. Policy 8720 Grading and Reporting Updates
Speaker(s): Dr. Dexter

11.6. 2022-23 School Year Student Transportation Services
Speaker(s): Dr. Ken Schroeder

11.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine
Speaker(s): Ken Schroeder

11.8. iPads/Apple TVs
Speaker(s): Kate Crowe

11.9. FEV Tutor
Speaker(s): Kate Crowe

Goals: Obj 1.2 Every student has access to learning models that meet their unique needs.

11.10. Staffing Update Presentation
Speaker(s): Kristen

11.11. Final Contract for GIEA 2022-2023
Speaker(s): Kristen Irey

11.12. Knickrehm Contract
Speaker(s): Dan Petsch

11.13. Grand Island Senior High Contract
Speaker(s): Dan Petsch

11.14. Construction Update
Speaker(s): Mr. Petsch

11.15. Superintendent Report
Speaker(s): Dr. Grover

12. ACTION ITEMS

12.1. GIPS Emergency Operation Plan
Speaker(s): Mr. Jacobsen

12.2. 2022-2023 Parent/Student Handbook
Speaker(s): Dr. Dexter

12.3. Approve proposed changes to Policy 8820 STUDENT FEES
Speaker(s): Dr. Dexter

12.4. Approve proposed changes to Policy 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES
Speaker(s): Dr. Dexter

12.5. Hello Hero SPED Contracted Service Agreement
Speaker(s): Ms. Richards and Ms. Engel

12.6. Revisions to the 2022-2023 Calendar

Speaker(s): Dr. Dexter

12.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine
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Speaker(s): Kristen Irey

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Speaker(s): Dan Petsch

12.12. Grand Island Senior High Contract
Speaker(s): Dan Petsch

13. REPORTS

13.1. Grand Island Public Schools Foundation Report
Speaker(s): Mrs. Jurgens

13.2. NASB Monthly Update
Speaker(s): Board President

14. NOTIFICATION OF UPCOMING BOARD MEETINGS
15. ADJOURNMENT

*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1080317

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, June 09, 2022 at 5:40 P.M., immediately following the public hearing, 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
1 ZNEZ

Kim Swartz, 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: 06/01/2022

TOTAL AD COST:	17.71
FILED ON:	6/1/2022

Subscribed in my presence and sworn to before me this 2 day of ~~December 18~~ June 22 ~~23~~

My commission expires ~~December 18~~ December 18, 2023

Lyndsay Condy
Notary Public

GENERAL NOTARY-State of Nebraska
LYNDSAY CONDY
My Comm. Expires Dec. 18, 2023

*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

123 S WEBB RD PO BOX 4904

GRAND ISLAND, NE 68802

ORDER NUMBER 1080320

Kim Swetken, 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.

NOTICE OF PUBLIC HEARING ON POLICY REVIEW

HALL COUNTY SCHOOL DISTRICT #002
GRAND ISLAND, NEBRASKA

Notice is herby given that a meeting of the Board of Education of Hall County School District #002, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, June 09, 2022 at 5:30 PM at the Kneale Administration Building, 123 South Webb Road, Grand Island, Nebraska, which meeting will be open to the public. The meeting will include the holding of a public hearing for the purpose of reviewing Policy 8820 Student Fees and Policy 9110 Parental Access to Education. An agenda for such meeting, kept continuously current, is available for inspection at the Office of the Superintendent.

Dr. Robin R. Dexter,
Board Secretary
1 ZNEZ

Section: Class Legals

Category: 0099 LEGALS

PUBLISHED ON: 06/01/2022

TOTAL AD COST:	21.63
FILED ON:	6/1/2022

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

My commission expires December 18, 2023

Lyndsay Condy
Notary Public

GENERAL NOTARY-State of Nebraska
LYNDSAY CONDY
My Comm. Expires Dec. 18, 2023

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 Lisa Albers in open and public session on Thursday, May 12, 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 Mr. Hulinsky

4. CONSENT AGENDA

4.1. Minutes from the previous month's meeting

4.2. Acceptance of Agendas From Standing Committees

4.3. Claims as submitted

Board Member conflicts:
Ck 81896 Central Community College - Erika Wolfe, Lindsey Jurgens, Carlos Barcenas
Ck 32055 Complete Weddings & Events - Dave Hulinsky

4.4. Bid Proposals as submitted

4.5. Staff Adjustments as submitted

4.6. Treasurer's Report as submitted

4.7. Approval of Agenda as submitted

Motion to amend the consent agenda by adding an additional addendum to the staffing adjustments to reflect the resignations of Melissa Beberniss, Mikhail Happ, John Hauser, Maureen Oman, and Melody Pebley and approve the consent agenda as presented. 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

5. CAMPUS HIGHLIGHTS

5.1. Knickrehm Campus Highlights - Bringing Community back after Covid
Principal Opal Bentley shared how Knickrehm staff have fostered relationships and partnered with the community post-Covid.

5.2. Jefferson Campus Highlights
Jefferson staff shared how Jefferson students have improved in reading achievement.

6. REQUESTS TO ADDRESS THE BOARD
No requests to address the board

7. RECESS
No recess needed

8. RECONVENE FROM RECESS

9. INFORMATION ITEMS

9.1. Social Emotional and Creative Arts Teacher
Ms. Irey presented rationale for the addition of 10 Social Emotional Creative Arts teachers

9.2. Assistant School Safety Coordinator-Additional Staffing Request
Ms. Irey presented the need and request for an Assistant Safety Coordinator at a cost of $89,000.00

9.3. Proposed Meal Prices for Grand Island Public Schools for the 2022-23 School Year
Mrs. Spellman presented the need to increase meal prices by 5 cents.

9.4. GIPS Emergency Operation Plan
Mr. Jacobsen presented proposed update to current safety protocols to NDE, State, and local emergency standard operating protocols.

9.5. Panorama Update
Dr. Dexter presented on the history of implementation of the Panorama Survey and community access to information on the GIPS website.

9.6. 2022-2023 Parent/Student Handbook
Dr. Dexter presented proposed changes to the 2022-2023 Parent/Student Handbook.

9.7. ESSER III Purchase for Fine Arts (Visual) and Elementary Music
Dr. Lee presented a proposal for purchases of Fine Arts equipment focused on elementary schools and visual arts.

9.8. Edmentum Renewal
Mr. Phillips presented the renewal for the Edmentum platform that is currently used for all credit recovery courses at GISH & Success Academy, as well as credit accrual at Success Academy.

9.9. Grand Island Senior High Additions & Renovations
Mr. Petch presented recommended bid from Perry Reid Construction for the additions and renovations to Grand Island Senior High. This project will be funded through ESSER III.

9.10. Knickrehm Elementary HVAC Renovations
Mr. Petsch presented recommended bid from Mid-Plains Construction for the Knickrehm Elementary School HVAC Renovations. This project will be funded through ESSER III.

9.11. Gates Elementary Addition and Renovation
Mr. Petsch presented bid information on Gates Elementary School Additions and Renovations and it is recommended to table this project at this time.

9.12. ETI Revised Letter of Intent Grand Island Senior High
Mr. Petsch presented ETI Revised Letter of Intent Grand Island Senior High

9.13. ETI Revised Letter of Intent Knickrehm
Mr. Petsch presented ETI Revised Letter of Intent Knickrehm

9.14. ETI Revised Letter of Intent Gates
Mr. Petsch presented ETI Revised Letter of Intent Gates

9.15. Construction Update
Mr. Petsch presented the construction update.

9.16. Student Representative Report
Ms. Isabela Prado Gomez gave the student representative report.

9.17. Superintendent Report
Dr. Grover presented the superintendent report.

10. ACTION ITEMS

10.1. Assistant School Safety Coordinator-Additional Staffing Request
Motion to approve the additional staffing request for an assistant school safety coordinator. 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

10.2. Proposed Meal Prices for Grand Island Public Schools for the 2022-23 School Year
Motion to approve the Grand Island Public Schools 2022-23 meal prices as presented Passed with a motion by Carlos Barcenas and a second by Dave Hulinsky.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

10.3. ESSER III Purchase for Fine Arts (Visual) and Elementary Music
Approve the funds requested for the listed items being used for Fine Arts (Visual) and Elementary Music equipment. Passed with a motion by Erika Wolfe 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

10.4. Edmentum Renewal
Approve the renewal as presented. Passed with a motion by Carlos Barcenas 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

10.5. Grand Island Senior High Additions & Renovations

Motion to approve the bid from Perry Reid Construction for the Grand Island Senior High additions and renovations using ESSER III funding. 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

10.6. Knickrehm Elementary HVAC Renovations
Motion to approve the recommended bid from Mid-Plains Construction for the Knickrehm Elementary School HVAC Renovations. Passed with a motion by Dave Hulinsky and a second by Terry Brown.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

10.7. Gates Elementary Addition and Renovation
Motion to approve tabling the Gates Elementary School addition and renovation for the time being after reviewing the bids received. Passed with a motion by Dave Hulinsky 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

11. REPORTS

11.1. NSBA National Conference Report Out
BoE members attending the National School Boards Association Conference presented take always from the conference.

11.2. Grand Island Public Schools Foundation Report
Mrs. Jurgens reported for the GIPS Foundation.

11.3. NASB Monthly Update
Mrs. Albers gave the Nebraska Association of School Boards update.

12. NOTIFICATION OF UPCOMING BOARD MEETINGS
Regular Board of Education Meeting Thursday, June 9, 2022 at 5:30 PM

13. ADJOURNMENT
All business having been completed, the meeting was adjourned at 8:22 p.m.

_____
Michelle L Simmons, Recording Secretary

_____
Robin R. Dexter, Secretary to the Board

Kneale Administration Building

TO: Facilities & Finance Committee
From: Mr. Petsch, Mrs. Grim, and Mr. Schroeder
RE: Monthly F & F Agenda
Location: Virtual

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

NEW BUSINESS:

1. Activity Fund Claims – Mr. Schroeder
2. Community Redevelopment Authority & Regional Planning Commission Notices
3. Request for Proposals
    - Theatrical Lighting Upgrade at Grand Island Senior High
4. Information Technology Update – Mr. Gearhart
5. IT & Student Services Contract (Bark) - Mr. Gearhart
6. Nutrition Services Update – Mrs. Spellman
7. Dishwasher Purchase & Financing - Mrs. Spellman & Mr. Schroeder
8. Hello Hero SPED Contracted Service Agreement - Mrs. Richards & Mrs. Engel
9. Title 1 Technology Purchase (iPads & Apple TVs) - Mrs. Kate Crowe
10. FEV Tutoring - Mrs. Kate Crowe
11. Leadership & Development Coaching for High School Leaders Proposal - Dr. Dexter & Dr. Grover
12. Extra Standard Schedule 2022-23 Recommendations - Dr. Dexter, Mrs. Cindy Wells, Mr. Schroeder
13. 2022-23 Transportation Services Contract with Holiday Express @ 8:30 AM - Mr. Mick Brown, Mr. Schroeder, & Dr. Dexter
14. 2022 Summer School Transportation Services - Dr. Dexter
15. Construction Manager at Risk Delivery Model Discussion @ 9:00 - Roger Bullington of Chief Industries
16. 2019 IRS ESRP (Employee Shared Responsibility Payment)
    - Initial Assessment Amount: $57,812.50
    - Final Assessment Amount: $17,500
    - Attorney's Fees: $11,135
    - Total Reduction: $29,177.50
17. LB 644 "The Postcard Bill" - Mr. Schroeder

18. Student Teacher Stipend Contract - Mr. Schroeder
    - IRS income v. expenses
    - NPERS contributions or not
    - FLSA exempt or non-exempt status (especially if the student-teacher holds a different job in the district)
    - Health insurance and PPACA obligations
    - When the stipend amount(s) will be paid, and when repayment will be required of the student
    - Any expectation of future employment with the district
    - How the stipend arrangement comports with your negotiated agreement
19. ESSERs III Building Project Update – Mr. Petsch & Mr. Schroeder
    - Knickrehm Elementary - Contract
    - GISH - Contract
20. Building Projects\Ten Year Plan Update – Mr. Petsch
    - Medical Academies Pathway Project Update - Mr. Petsch
21. Project List Update - Mr. Petsch
22. Review of Depreciation, Special Building, General Fund Cash Flow, & Payroll Summary – Mr. Schroeder
23. Federal Programs Update and Financial Report(s) – Mr. Schroeder
24. Middle School Design Study - Dr. Dexter
25. Open Agenda Items as Necessary – F&F Team

NEXT MEETING: **Tuesday, June 30th at 7:30 a.m.**

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

BOE Policy Committee Meeting – June 6, 2022 – 4:30pm – Zoom

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

Empower – Personalize – Design - Partner

1. **Review Notes from March 7, 2021 – 1.1.**

2. **Review Agenda for changes or additions – 2.1.**

3. **June 9, 2022 Policy for Public Hearing:**
   Public Hearing/Action:
   3.1. 8820 Student Fees
   3.2. 9110 Parental Access to Educational Practices

   June 9, 2022 Policy on Final Read:
   8415 Medications in School
   8741 Early Graduation
   4640 Information Technology Management

4. **NEXT MEETING:**
   July Meeting is canceled
   Aug. 8 – 4:30pm – Zoom

5. **Board role in policy adoption/approval processes:**
   - Board adopts or approves policy based on federal, state, and/or local statute requirements
   - Board adopts or approves policy based on the need for formal guidance for certain issues with input from staff /students/community as appropriate

6. **Policy for review:**
   6.1. 3212 SUPERINTENDENT EVALUATION
   6.2. Review Perry Law Firm Policy recommendations
   6.2.1. LB 644 FAQ
   6.3. 8720 GRADING AND REPORTING

7. **Policy Questions and Discussion:**
   7.1. Calendar Update

8. **Moved to Board Governance Committee**

9. **Working on:**
   Online Learning
   Update on progress to date
   4315 Activity Accounts and Relationships with Supporting Entities
   8740 GRADUATION REQUIREMENTS

Kneale Administration Building

Public Relations and Partnership Development Committee
Agenda
Friday, June 3, 2022
8:00 - 9:30 a.m.

Beat on the Street - *All*

Listening Tour Follow-Up with Staff -

Board Engagement - *Worthington*

- SocialCUES
- Coffees hosted by others
- “Office Hours” for BoE

2022-2023 Forecast Communication (system changes to support current needs)

Communication Analytics - *Roush*

- New Collateral
- Notable Media Coverage
- Timely Communications

Discuss next meeting date

Next Meeting: Friday, July 1 or 8, 2022 - 8:00 AM

123 South Webb Road • Grand Island, NE 68802-4904
308 385-5900 • Fax 308 385-5949 • jworthington@gips.org • www.gips.org

Every Student, Every Day, a Success

Personnel Committee Agenda Minutes

June 2 , 2022 7:31am

In attendance:

Kristen Irey District Lead	Terry Brown
Dr. Dan Brosz	Joshua Hawley
Bonnie Hinkle	Amy Richards (Guest)
Dr. Tawana Grover	Mackenzie Wetzel (Note taker)

HR Projects and Initiatives

- **Staffing Updates**
    - **Para/SPED Para**

Board Retreat- June 3rd

- **Total # of openings**
- **Hello Hero and staffing presentation- OLC**
- **Extra Standards Committee (reviewed by F&F)**
- **Substitute Compensation Review**
- **GIEA litigation update- Trial date July 21-22, 2022, with a pretrial conference on July 7**

Benefits Update

- **EHA- utilization rates**
- **Negotiated Agreement Adoption June Board Meeting**
- **(attached)**

Process Updates

Kneale Administration Building
Dr. Grover, Superintendent

Minutes
Governance Committee Meeting
June 1, 2022

ATTENDING: Dr. Grover, Mrs. Albers, Mr. Barcenas, Mr. Brosz, Mrs. Hinkle Dr. Dexter and Mitch Rousch

AGENDA:

1. **Board Retreat – June 3**
2. **Community Insight Meeting Response & Future Plans**
3. **Status of current lawsuits**
4. **Communication Support**
5. **Board Members – attendance/review data**
6. **Student Board Rep**
7. **Book Study**
8. **Middle School**
9. **Governance Items**
10. **Next Meeting** -- 07/06/2022 **@**7:30am

Students who thrive.

Grand Island PUBLIC SCHOOLS™

To: Leading for Learning BOE Committee
From: Dr. Toni Palmer
RE: Meeting: June 7th, 2022, Virtual
4:00 PM-5:30 PM

New Business:

- MTSS-Supports for our highest needs students-Rob Bishop/Renee Engel
- Pre-ACT-Kate Crowe
- Panorama in 2021-22 - Lessons Learned - Dr. Doll
- Yearlong Program Evaluation of Academic Coaching, part 1 - Dr. Doll-Tabled until next month
- Middle School Design Team
    - July 11-12th
    - Outcomes

Next Meeting: July 12th: @ 4:15 Zoom

Grand Island Public Schools
Claims Listing
June 9, 2022

Reference No	Payee	Description	Amount
82631	AKRS Equipment Solutions Inc	General Supplies	$1,073.44
82632	Almquist Maltzahn Galloway & Luth	Employee Benefits	$612.00
82633	Amazon Cap Services Inc	General Supplies	$967.47
82634	Amazon Cap Services Inc	General Supplies	$419.61
82635	Amazon Cap Services Inc	General Supplies	$1,711.27
82636	Amazon Cap Services Inc	General Supplies	$622.08
82637	Amazon Cap Services Inc	General Supplies	$996.79
82638	Amazon Cap Services Inc	General Supplies	$260.62
82639	Amazon Cap Services Inc	General Supplies	$616.60
82640	City of Grand Island	Refuse Disposal	$52.12
82641	Copycat Instant Printing	General Supplies	$340.85
82642	Culligan of Grand Island	Technical Services	$43.00
82643	DW DT3 LLC	Travel	$1,568.00
82644	Essential Personnel Inc	Cleaning Services	$3,143.04
82645	Grand Island Utilities Dept	Electricity	$30,294.46
82646	Holiday Express	Student Transportation	$18,480.00
82647	JW Pepper Son Inc	General Supplies	$151.26
82648	Quentin Zeller	Mileage Paid to Staff	$55.93
82649	Sara Yount	Mileage Paid to Staff	$7.07
82650	Stacie Faber	Mileage Paid to Staff	$74.29
82651	Travas G Wright	Mileage Paid to Staff	$28.66
82652	UniFirst Corporation	General Supplies	$672.62
82653	UniFirst Corporation	Technical Services	$164.00
82654	Verizon Wireless	Distance Education and Telecommunications	$120.03
82655	Village Cleaners	Technical Services	$142.50
82656	Wex Bank	Fuel	$2,306.92
82657	Wex Bank	Fuel	$1,885.84
82658	Wex Bank	Fuel	$3,076.03
82659	Wex Bank	Fuel	$1,891.31
82660	Woodwards Disposal Service Inc	Refuse Disposal	$295.00
82661	Anna Singer	Miscellaneous Expenditures	$21.45
82662	Michelle Rockford	Miscellaneous Expenditures	$53.80
82663	Unite Private Networks LLC	Distance Education and Telecommunications	$25,868.30
82664	Valerie Chmelka	Miscellaneous Expenditures	$46.95
82665	Virgil Harden	Professional Services	$2,400.00
82666	Century Link	Distance Education and Telecommunications	$1,007.73
82667	Paper Tiger Shredding Inc	Refuse Disposal	$345.00
82668	Quadient Inc	Postage	$828.00
82669	Super Saver	Miscellaneous Expenditures	$272.24
82670	Super Saver Five Points	General Supplies	$1,926.50
82671	Verizon Business	Distance Education and Telecommunications	$5.18
82672	Hiland Dairy Foods Company LLC	Milk	$14,605.81
82673	Midwest Restaurant Supply LLC	Professional Services	$506.98
82674	Sams Club Direct	General Supplies	$730.80
82675	Amazon Cap Services Inc	General Supplies	$402.47
82676	Amazon Cap Services Inc	General Supplies	$547.88
82677	Amazon Cap Services Inc	General Supplies	$1,327.42
82678	Amazon Cap Services Inc	Books & Periodicals	$895.11
82679	Becky Gdowski	Mileage Paid to Staff	$81.43
82680	Capital Business Systems Inc	Technical Services	$18,642.39
82681	Cline Williams Wright Johnson	Contracted Legal Services	$1,797.50
82682	Essential Personnel Inc	Cleaning Services	$2,921.14

Grand Island Public Schools
Claims Listing
June 9, 2022

Reference No	Payee	Description	Amount
82683	Grand Island Independent	Advertising	$2,639.93
82684	Grand Island Utilities Dept	Electricity	$39,671.70
82685	HyVee	General Supplies	$280.00
82686	Idea Bank Marketing	Professional Services	$216.00
82687	Keri Chryst	Travel	$573.39
82688	KSB School Law PC LLO	Contracted Legal Services	$2,647.00
82689	Yandas Music	Professional Services	$556.52
82690	First Bankcard Center/Visa	Travel	$1,434.69
82691	First Bankcard Center/Visa	Web Based Software	$539.75
82692	First Bankcard Center/Visa	General Supplies	$39.12
82693	First Bankcard Center/Visa	Miscellaneous Expenditures	$36.75
82694	First Bankcard Center/Visa	Paper Products or Chemicals	$2,753.86
82695	First Bankcard Center/Visa	General Supplies	$24.89
82696	First Bankcard Center/Visa	General Supplies	$140.54
82697	First Bankcard Center/Visa	Web Based Software	$163.03
82698	First Bankcard Center/Visa	Travel	$448.00
82699	First Bankcard Center/Visa	General Supplies	$2,224.83
82700	First Bankcard Center/Visa	Dues and Fees	$354.58
82701	First Bankcard Center/Visa	Dues and Fees	$585.00
82702	First Bankcard Center/Visa	General Supplies	$217.33
82703	First Bankcard Center/Visa	Instructional Materials Warehouse	$1,174.16
82704	First Bankcard Center/Visa	Web Based Software	$363.99
82705	First Bankcard Center/Visa	General Supplies	$1,952.82
82706	First Bankcard Center/Visa	General Supplies	$7.00
82707	First Bankcard Center/Visa	Web Based Software	$99.00
82708	First Bankcard Center/Visa	General Supplies	$60.50
82709	First Bankcard Center/Visa	Employee Training and Development Services	$1,600.00
82710	First Bankcard Center/Visa	General Supplies	$2,270.18
82711	First Bankcard Center/Visa	Travel	$2,128.07
82712	First Bankcard Center/Visa	General Supplies	$1,704.88
82713	First Bankcard Center/Visa	Web Based Software	$27.96
82714	First Bankcard Center/Visa	Books & Periodicals	$14.45
82715	Amy Richards	General Supplies	$74.40
82716	Audriana Kaelin Camacho	Mileage Paid to Staff	$16.57
82717	Audriana Kaelin Camacho	Mileage Paid to Staff	$5.37
82718	Catherine Davis	Mileage Paid to Staff	$16.78
82719	Catherine Davis	Mileage Paid to Staff	$15.40
82720	Catherine Davis	Mileage Paid to Staff	$13.77
82721	Catherine Davis	Mileage Paid to Staff	$27.55
82722	Marlena B Ramirez	General Supplies	$47.72
82723	Pamela Moritz	Mileage Paid to Staff	$11.31
82724	Patricia Van Pelt	General Supplies	$28.39
82725	Ace Hardware	General Supplies	$2.60
82726	Amazon Cap Services Inc	General Supplies	$114.56
82727	Associated Staffing Inc	Professional Services	$1,544.81
82728	Bosselman Energy Inc	General Supplies	$79.71
82729	Cash-Wa Distributing	Food	$33,875.34
82730	Culligan of Grand Island	General Supplies	$409.00
82731	Greenberg Fruit Company	Produce	$4,157.81
82732	Hobart	Repairs and Maintenance Services	$5,483.45
82733	Host Coffee	Food	$129.20
82734	Mid-Nebraska Disposal Inc	Refuse Disposal	$434.30

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Reference No	Payee	Description	Amount
82735	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	$4,632.27
82736	Pan-O-Gold Baking Co	Bread	$1,472.69
82737	Peterson Farms Fresh Inc	Produce	$3,897.18
82738	US Foods - Grand Island	Food	$16,728.83
82739	Wells Fargo Bank Nebraska	General Supplies	$278.35
82740	Summer Bartunek	Mileage Paid to Staff	$4.76
82741	DAS State Accounting - Central Finance	Distance Education and Telecommunications	$259.49
82742	Rentokil North America Inc	General Supplies	$59.72
82743	HyVee	Food	$139.97
82744	Hiland Dairy Foods Company LLC	Milk	$14,939.07
82745	First Bankcard Center/Visa	Advertising	$8,522.92
82746	First Bankcard Center/Visa	General Supplies	$124.94
82747	First Bankcard Center/Visa	Travel	$844.92
82748	Mid-Nebraska Disposal Inc	Refuse Disposal	$5,642.10
82749	Networkfleet Inc.	Repairs and Maintenance Services	$1,688.72
82750	School Health Corporation	General Supplies	$885.79
82751	First Bankcard Center/Visa	Employee Training and Development Services	$23,909.39
82752	Amazon Cap Services Inc	General Supplies	$885.28
82753	Amazon Cap Services Inc	General Supplies	$551.53
82754	Amazon Cap Services Inc	General Supplies	$974.90
82755	Amazon Cap Services Inc	General Supplies	$1,037.73
82756	Amazon Cap Services Inc	General Supplies	$692.53
82757	Amazon Cap Services Inc	General Supplies	$1,188.99
82758	Amazon Cap Services Inc	General Supplies	$481.78
82759	Amazon Cap Services Inc	General Supplies	$3,447.92
82760	Aramark Uniform Services	Technical Services	$575.80
82761	Capital Business Systems, Inc	Technical Services	$39.05
82762	Dobesh Land Leveling	Buildings	$7,859.05
82763	Grainger	General Supplies	$463.08
82764	Grand Island Utilities Dept	Electricity	$47,392.71
82765	Maria Vasquez Melchor	Mileage Paid to Staff	$38.31
82766	Suyapa Gonzalez	Mileage Paid to Staff	$89.85
82767	Symmetry Energy Solutions LLC	Utility Services	$3,957.70
82768	Symmetry Energy Solutions LLC	Utility Services	$2,815.83
82769	Symmetry Energy Solutions LLC	Utility Services	$228.72
82770	Symmetry Energy Solutions LLC	Utility Services	$880.95
82771	Symmetry Energy Solutions LLC	Utility Services	$853.55
82772	Symmetry Energy Solutions LLC	Utility Services	$2,478.49
82773	Symmetry Energy Solutions LLC	Utility Services	$1,056.97
82774	Symmetry Energy Solutions LLC	Utility Services	$636.21
82775	Symmetry Energy Solutions LLC	Utility Services	$640.55
82776	Symmetry Energy Solutions LLC	Utility Services	$1,829.02
82777	Symmetry Energy Solutions LLC	Utility Services	$447.36
82778	Symmetry Energy Solutions LLC	Utility Services	$916.77
82779	Symmetry Energy Solutions LLC	Utility Services	$2,882.71
82780	Symmetry Energy Solutions LLC	Utility Services	$2,034.19
82781	Symmetry Energy Solutions LLC	Utility Services	$152.97
82782	Symmetry Energy Solutions LLC	Utility Services	$3,766.22
82783	Symmetry Energy Solutions LLC	Utility Services	$3,489.89
82784	Symmetry Energy Solutions LLC	Utility Services	$2,187.87
82785	Symmetry Energy Solutions LLC	Utility Services	$2,004.17
82786	Symmetry Energy Solutions LLC	Utility Services	$186.94

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Reference No	Payee	Description	Amount
82787	Symmetry Energy Solutions LLC	Utility Services	$20.50
82788	Symmetry Energy Solutions LLC	Utility Services	$2,381.84
82789	Symmetry Energy Solutions LLC	Utility Services	$3,793.01
82790	Symmetry Energy Solutions LLC	Utility Services	$2,988.69
82791	Symmetry Energy Solutions LLC	Utility Services	$491.82
82792	Symmetry Energy Solutions LLC	Utility Services	$3,899.49
82793	Symmetry Energy Solutions LLC	Utility Services	$1,031.54
82794	Symmetry Energy Solutions LLC	Utility Services	$1,912.61
82795	Symmetry Energy Solutions LLC	Utility Services	$1,703.93
82796	Symmetry Energy Solutions LLC	Utility Services	$174.50
82797	Symmetry Energy Solutions LLC	Utility Services	$2,160.76
82798	TK Elevator Corporation	Technical Services	$1,417.32
82799	Verizon Wireless	Distance Education and Telecommunications	$517.28
82800	Verizon Wireless	Hardware	$449.49
82801	Verizon Wireless	Distance Education and Telecommunications	$892.68
82802	Mukarim Yahya	Technical Services	$39.00
82803	Alyssa Seamann	Professional Services	$160.00
82804	Angel Chaulk	Professional Services	$160.00
82805	Ann M Schleicher	Professional Services	$160.00
82806	Antonia Rodriguez	Professional Services	$160.00
82807	April Sundberg	General Supplies	$1,217.23
82808	Audrey Reimers	Professional Services	$25.00
82809	Beth Brandt	Professional Services	$160.00
82810	Caroline Voss	Professional Services	$160.00
82811	Christina Mullins	Professional Services	$25.00
82812	Deborah Renae Meyer	Professional Services	$25.00
82813	Gina Lou O'Neill	Professional Services	$160.00
82814	Gracie Schied	Professional Services	$160.00
82815	Hannah Karabel	Professional Services	$160.00
82816	Holly Schurman	Professional Services	$3,207.51
82817	Janalee M Hudiburgh	Professional Services	$50.00
82818	Jaycee Gentleman	Professional Services	$25.00
82819	Jenna Robinson	Professional Services	$135.00
82820	Jennifer J Nickel	Professional Services	$2,301.25
82821	Jordan Gydesen	Professional Services	$160.00
82822	Kailey Schleicher	Professional Services	$50.00
82823	Kayla Ensz Darrough	Professional Services	$160.00
82824	Kienna Norgaard	Professional Services	$25.00
82825	Kristine Van Hoosen	Professional Services	$110.00
82826	Kylie Yendra	Professional Services	$160.00
82827	Leisa Gracia	Professional Services	$25.00
82828	Lori L Eastwood	Professional Services	$160.00
82829	Lrene Jo Braun	Professional Services	$1,332.44
82830	Makenna Smallcomb	Professional Services	$160.00
82831	Maria R Muir	Professional Services	$160.00
82832	Maribel Strong	Professional Services	$160.00
82833	Mica Malone	Professional Services	$160.00
82834	MidAmerica Administrative & Retirement	Miscellaneous Expenditures	$528.00
82835	Mindy Moyer	Professional Services	$1,597.50
82836	Nicole Zulkoski	Professional Services	$210.00
82837	Nikkia Anders	Professional Services	$135.00
82838	Robin Richelle Seim	Professional Services	$50.00

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Reference No	Payee	Description	Amount
82839	Samantha Lynn Smith	Professional Services	$160.00
82840	Sandra K Scherbarth	Professional Services	$160.00
82841	Sarah Ellen Gumb	Professional Services	$160.00
82842	Sarah Rogers	Professional Services	$160.00
82843	Shanna J Taylor	Professional Services	$135.00
82844	Shannon Hardenberger	Professional Services	$160.00
82845	Shannon Major	Professional Services	$50.00
82846	Stacy Klassen	Professional Services	$160.00
82847	Wauneta Fletcher	Professional Services	$25.00
82848	First Bankcard Center/Visa	Travel	$1,161.64
82849	First Bankcard Center/Visa	Travel	$1,050.09
82850	First Bankcard Center/Visa	Travel	$1,041.09
82851	First Bankcard Center/Visa	Travel	$30.00
82852	First Bankcard Center/Visa	Travel	$1,086.08
82853	First Bankcard Center/Visa	Travel	$1,040.73
82854	First Bankcard Center/Visa	Travel	$30.00
82855	First Bankcard Center/Visa	Miscellaneous Expenditures	$70.42
82856	First Bankcard Center/Visa	Travel	$2,082.18
82857	First Bankcard Center/Visa	Professional Services	$1,436.48
82858	First Bankcard Center/Visa	Travel	$2,917.40
82859	Almquist Maltzahn Galloway & Luth	Employee Benefits	$612.00
82860	Carpet Plus	General Supplies	$49.00
82861	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	$6.40
82862	Grand Island Utilities Dept	Electricity	$30,209.83
82863	Holiday Express	Student Transportation	$11,025.00
82864	Lakeshore Learning Materials	General Supplies	$521.55
82865	University Of Nebr at Lincoln	General Supplies	$260.50
82866	Village Cleaners	Technical Services	$284.54
82867	Hiland Dairy Foods Company LLC	Milk	$14,181.53
82868	Blackboard Inc	Technical Services	$14,825.00
82869	Danny Oberg	Rentals	$3,100.00
82870	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	$125.50
82871	Grand Island Public Schools Nutrition Sv	Employee Benefits	$2,024.25
82872	Northwestern Energy	Utility Services	$1,515.63
82873	US Postal Service (Quadient POC)	Postage	$4,000.00
82874	Wholeness Healing Center PC	Professional Services	$11,480.00
82875	Amber Kelly	Miscellaneous Expenditures	$137.85
82876	Amie Bartels	Miscellaneous Expenditures	$194.25
82877	Becca Howe	Miscellaneous Expenditures	$21.00
82878	Candi Wiemers	Miscellaneous Expenditures	$68.55
82879	Cynthia Trejo	Miscellaneous Expenditures	$55.50
82880	Darlyn Troxel Rowley	Miscellaneous Expenditures	$73.85
82881	Debra Hofeldt	Miscellaneous Expenditures	$91.00
82882	Dennis Garcia	Miscellaneous Expenditures	$48.65
82883	Faziya Ahmed	Miscellaneous Expenditures	$49.00
82884	Jared Loudy	Miscellaneous Expenditures	$129.25
82885	Jason Drapal	Miscellaneous Expenditures	$53.50
82886	Jenna Hyde	Miscellaneous Expenditures	$77.05
82887	Jimenez Sebastian	Miscellaneous Expenditures	$49.85
82888	Laura Williams	Miscellaneous Expenditures	$43.05
82889	Marylonena Svitak	Miscellaneous Expenditures	$70.90
82890	Melisa Mendez	Miscellaneous Expenditures	$69.95

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Reference No	Payee	Description	Amount
82891	Michael Stanton	Miscellaneous Expenditures	$100.00
82892	Molly Asher	Miscellaneous Expenditures	$25.05
82893	Nancy Huber	Miscellaneous Expenditures	$17.45
82894	Nancy Preciado Lopez	Miscellaneous Expenditures	$79.30
82895	Roxana Lucero	Miscellaneous Expenditures	$38.45
82896	Shirley McCallum	Miscellaneous Expenditures	$109.50
82897	Trent Mettenbrink	Miscellaneous Expenditures	$107.05
82898	Office Depot	Custodial Supply Warehouse	$1,567.29
82899	Quill Corporation	General Supplies	$13.27
82900	Sams Club Direct	General Supplies	$763.68
82901	School Nutrition Association	Dues and Fees	$1,050.00
82902	Amazon Cap Services Inc	General Supplies	$53.95
82903	Anthony Santoyo	Mileage Paid to Staff	$37.03
82904	Associated Staffing Inc	Professional Services	$1,898.51
82905	Barbara Knuth	Mileage Paid to Staff	$36.86
82906	Blanca Estela Almaguer	Mileage Paid to Staff	$39.90
82907	Carolyn Arends	Mileage Paid to Staff	$39.02
82908	Cash-Wa Distributing	Food	$27,289.42
82909	Dawn Bell	Mileage Paid to Staff	$32.35
82910	Evelyn R Seim	Mileage Paid to Staff	$73.01
82911	Grand Island Public Schools	Miscellaneous Expenditures	$2,483.65
82912	Greenberg Fruit Company	Produce	$3,826.89
82913	Heather Olin	Mileage Paid to Staff	$15.33
82914	Helen Batenhorst	Mileage Paid to Staff	$201.77
82915	Hockenbergs	Miscellaneous Expenditures	$16,480.00
82916	Kevin Harpham	Mileage Paid to Staff	$30.71
82917	Larrys Appliance	Furniture and Fixtures	$1,160.00
82918	LeAnn Masat	Mileage Paid to Staff	$10.00
82919	Lisa Moss	Mileage Paid to Staff	$35.33
82920	Maria Acuna	Mileage Paid to Staff	$21.88
82921	Mid-Nebraska Disposal Inc	Refuse Disposal	$159.30
82922	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	$1,997.50
82923	Nancy Buettner	Mileage Paid to Staff	$44.40
82924	Pan-O-Gold Baking Co	Bread	$1,476.33
82925	Renee Schwieger	Mileage Paid to Staff	$90.73
82926	Suzanne Marie Amerson	Mileage Paid to Staff	$5.27
82927	Teresa Abuwisha	Mileage Paid to Staff	$18.95
82928	Trina Corretjer	Mileage Paid to Staff	$1.76
82929	US Foods - Grand Island	Food	$110.92
82930	A & D Technical Supply Co	Technical Services	$5,202.32
82931	Abante Marketing	General Supplies	$8,477.71
82932	Abby Elsbury	General Supplies	$32.83
82933	Abby Stoddard	Mileage Paid to Staff	$29.84
82934	Ace Hardware	General Supplies	$559.61
82935	AcroMat	Custodial Supply Warehouse	$312.78
82936	Advanced Water Company Inc	Technical Services	$5,089.19
82937	Adventure Bus and Charter	Student Transportation	$742.50
82938	Agricultural Service	General Supplies	$14,390.00
82939	Alacia Glandt	Mileage Paid to Staff	$11.40
82940	Alexander Kemnitz	Mileage Paid to Staff	$39.31
82941	Alpha Rehabilitation PC	Professional Education Services	$897.83
82942	Amanda Levos	Travel	$29.44

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Reference No	Payee	Description	Amount
82943	Amanda Smith	Mileage Paid to Staff	$18.31
82944	Ameresco INC	Web Based Software	$6,180.00
82945	Anderson Ford Lincoln Mercury	Repairs and Maintenance Services	$67.95
82946	Andy Schneider	Mileage Paid to Staff	$176.32
82947	Angela Pierce	General Supplies	$86.56
82948	Ann Porter	Mileage Paid to Staff	$16.50
82949	Anneris Shafer	Mileage Paid to Staff	$56.75
82950	Anya Covarrubias	Mileage Paid to Staff	$26.73
82951	Aramark Uniform Services	Technical Services	$575.80
82952	Associated Staffing Inc	Cleaning Services	$2,861.01
82953	Audriana Kaelin Camacho	Mileage Paid to Staff	$36.03
82954	Banner Solutions	General Supplies	$449.30
82955	Barbara Yager Wach	Technical Services	$96.44
82956	Blick Art Materials	Equipment	$547.00
82957	Border States Industries Inc	General Supplies	$3,519.51
82958	Bound To Stay Bound Books	Books & Periodicals	$84.36
82959	Brand's	General Supplies	$1,048.10
82960	Brenda Cochran	General Supplies	$98.71
82961	Cannon Moss Brygger & Assoc	Professional Services	$24,327.23
82962	Cara Kuhl	Mileage Paid to Staff	$9.18
82963	Carlos Barcenas	Travel	$140.00
82964	Carolina Biological Supply	General Supplies	$145.69
82965	CEV Multimedia LLC	Web Based Software	$850.00
82966	Cherie Mattson	Mileage Paid to Staff	$19.18
82967	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	$30.69
82968	Christina M Vrooman	Mileage Paid to Staff	$82.37
82969	Communications Engineering	Other Equipment	$24,822.00
82970	Communications Supply Corp	Technology Supplies	$5,717.50
82971	Comstock Corporation	Student Transportation	$2,200.00
82972	Connie Voss	General Supplies	$73.57
82973	Constance L Palu	Mileage Paid to Staff	$42.12
82974	Construction Rental	General Supplies	$1,665.53
82975	CoolSpeak Dream Funding	Professional Education Services	$5,000.00
82976	Copycat Instant Printing	Miscellaneous Expenditures	$189.91
82977	Creative Cabinets Inc	General Supplies	$90.88
82978	Creative Sites LLC	General Supplies	$5,967.67
82979	Crescent Electric Supply	General Supplies	$439.50
82980	Cristobal Rigoberto Pedro Leon	Travel	$97.46
82981	Crystal Henson	Mileage Paid to Staff	$11.35
82982	Culligan of Grand Island	Technical Services	$118.75
82983	Curriculum Associates	Books & Periodicals	$365.47
82984	Dan Petsch	Mileage Paid to Staff	$84.94
82985	Daniel Fullerton	Mileage Paid to Staff	$80.73
82986	Daniel Phillips	Mileage Paid to Staff	$93.60
82987	Danielle Buhrman	Mileage Paid to Staff	$28.31
82988	Dawn Deuel-Rutt	Mileage Paid to Staff	$6.72
82989	Dennis Supply Company	General Supplies	$246.11
82990	Discount Magazine Sub Service	Books & Periodicals	$295.77
82991	Discount School Supply Order Dept	General Supplies	$5,261.70
82992	EAI Education	General Supplies	$293.48
82993	Eakes Office Solutions	General Supplies	$499.06
82994	Eberl Plumbing & Drain	Technical Services	$1,430.00

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Reference No	Payee	Description	Amount
82995	Educational Service Unit 10	Employee Training and Development Services	$60.00
82996	eDynamic Learning ULC	Web Based Software	$14,800.00
82997	Egan Supply Company	Custodial Supply Warehouse	$3,847.00
82998	Elda Leticia Martinez Cruz	Mileage Paid to Staff	$34.16
82999	Emily McPherson	Mileage Paid to Staff	$15.80
83000	Employee Services LLC	Professional Services	$28,285.32
83001	Erika D Wolfe	Travel	$140.00
83002	ESU Coordinating Council	General Supplies	$10,320.00
83003	Evan Lee	Mileage Paid to Staff	$55.05
83004	Express Signs	General Supplies	$450.00
83005	Fastenal	General Supplies	$4.15
83006	Flyleaf Publishing, LLC	Books & Periodicals	$944.78
83007	Follett School Solutions Inc	Books & Periodicals	$4,490.79
83008	Frontline Technologies Group LLC	Technical Services	$3,246.91
83009	Fun Express LLC	General Supplies	$303.48
83010	Gibbs Smith Publishers	Books & Periodicals	$29,202.34
83011	Grand Island Area Chamber Of Commerce	Employee Training and Development Services	$50.00
83012	Grand Island Express Inc	Repairs and Maintenance Services	$65.12
83013	Grand Island Physical Therapy	Professional Education Services	$32,769.99
83014	Green Fifth & Eddy Shops	Repairs and Maintenance Services	$716.69
83015	Greg Morrow	Mileage Paid to Staff	$43.17
83016	Grones Outdoor Power & Battery	General Supplies	$147.96
83017	Gustave A Larson Company	General Supplies	$2,653.76
83018	H2I	General Supplies	$976.00
83019	Halli A Chramosta	Mileage Paid to Staff	$25.09
83020	Hamilton Information Systems Inc	Technology Supplies	$6,385.50
83021	Head Start Family Dev Program	Professional Services	$93,757.11
83022	Heartland Events Center	General Supplies	$692.00
83023	Heath McClellan	Mileage Paid to Staff	$47.39
83024	Heather Alexander	Mileage Paid to Staff	$4.68
83025	Hello Hero	Professional Services	$43,920.00
83026	Hesselgesser Electric	General Supplies	$1,335.45
83027	High Noon	Books & Periodicals	$540.00
83028	Holiday Express	Student Transportation	$834.00
83029	Hooker Bros Sand & Gravel Inc	General Supplies	$3,368.58
83030	Hotsy Equipment Co	General Supplies	$910.25
83031	Interstate All Battery Center	General Supplies	$462.19
83032	Island Indoor Climate	Technical Services	$762.00
83033	Island Sprinkler Supply	General Supplies	$990.31
83034	Jaehyun Kim	Mileage Paid to Staff	$28.66
83035	James Boggs	Mileage Paid to Staff	$30.42
83036	Jami Lee Dutcher	Mileage Paid to Staff	$87.86
83037	Janel Keyes	Mileage Paid to Staff	$3.74
83038	Jeffrey Balz	Mileage Paid to Staff	$19.30
83039	Jennifer Hahn	Mileage Paid to Staff	$274.12
83040	Jennifer Skrdla	Mileage Paid to Staff	$166.67
83041	Jenny Lynn Rother	Mileage Paid to Staff	$100.80
83042	JoAnn Jaros	Mileage Paid to Staff	$39.37
83043	John Schultz	Mileage Paid to Staff	$183.51
83044	Jon-Eric Sell	Mileage Paid to Staff	$28.08
83045	Joni Mayfield	Mileage Paid to Staff	$152.10
83046	Joshua Hawley	Travel	$140.00

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Reference No	Payee	Description	Amount
83047	Judith Grimes	Mileage Paid to Staff	$13.34
83048	JW Pepper Son Inc	General Supplies	$615.18
83049	Karisa Dubbs	Mileage Paid to Staff	$98.19
83050	Karma L Lewandowski	Mileage Paid to Staff	$146.66
83051	Katherine Nootz	Mileage Paid to Staff	$222.65
83052	Keith Kester	Technical Services	$48.22
83053	Kelli Mayhew	Mileage Paid to Staff	$170.82
83054	Kelly Supply Co	General Supplies	$249.02
83055	Kendall/Hunt Publishing Co	Web Based Software	$1,307.58
83056	Kenneth DeFrank	Mileage Paid to Staff	$123.84
83057	Kens Appliance Inc	General Supplies	$1,528.20
83058	Kevin Watson	Mileage Paid to Staff	$17.55
83059	Kimberly Foley	Mileage Paid to Staff	$15.97
83060	Kristin Watson	Mileage Paid to Staff	$18.83
83061	Lakeshore Learning Materials	General Supplies	$7,384.77
83062	Lauren Schumacher	Mileage Paid to Staff	$15.68
83063	Leadership Tomorrow	Employee Training and Development Services	$1,800.00
83064	Legacy Outdoor Advertising LLC	Advertising	$575.00
83065	Lisa Albers	Travel	$140.00
83066	Literacy Resources LLC	Books & Periodicals	$205.15
83067	Lloyd McIntyre	Mileage Paid to Staff	$253.97
83068	Logic of English Inc	Books & Periodicals	$490.64
83069	Loria Thunker	Mileage Paid to Staff	$63.18
83070	LUNA Language Services	Technical Services	$870.50
83071	Lynn Bender	Mileage Paid to Staff	$44.69
83072	Maria Vasquez Melchor	Mileage Paid to Staff	$50.25
83073	Marks Plumbing Parts	General Supplies	$625.00
83074	Marla Rischling	Mileage Paid to Staff	$97.05
83075	Marty Markvicka	Mileage Paid to Staff	$49.67
83076	Mary Catherine Cairns	Mileage Paid to Staff	$18.72
83077	McCormicks Group LLC	General Supplies	$6,657.69
83078	Mechanical Sales Inc	Technical Services	$4,358.98
83079	Megan L Jaixen	Professional Education Services	$4,522.50
83080	Megan Petersen	Mileage Paid to Staff	$25.10
83081	Melinda Sturgill	Travel	$59.00
83082	Menards	General Supplies	$6,902.86
83083	Menards	General Supplies	$600.03
83084	Meredith Davis	Mileage Paid to Staff	$139.81
83085	Michaela Ellis	General Supplies	$30.96
83086	Michella Honas	Mileage Paid to Staff	$54.76
83087	Michelle Dorszynski	Mileage Paid to Staff	$15.27
83088	Midamerica Books	Books & Periodicals	$293.30
83089	Midwest Alarm Services	Technical Services	$77.00
83090	Monika Peters	Technical Services	$168.77
83091	Morgan Eihusen	Mileage Paid to Staff	$50.01
83092	Morgan Wheeler	Mileage Paid to Staff	$133.95
83093	Mosaic at Bethphage Village	Professional Education Services	$11,281.20
83094	Mosley Consulting LLC	Professional Education Services	$15,239.94
83095	Multi-Health Systems	General Supplies	$377.87
83096	NAPA Auto Parts of Grand Island	General Supplies	$224.89
83097	Nebraska Council of School Administrator	Dues and Fees	$585.00
83098	Nichole Stoltenberg	Mileage Paid to Staff	$31.01

Grand Island Public Schools
Claims Listing
June 9, 2022

Reference No	Payee	Description	Amount
83099	Nicole O Hara	Mileage Paid to Staff	$78.74
83100	One Source	Technical Services	$1,358.50
83101	Opal Littrel	Mileage Paid to Parents	$47.39
83102	Orlando Nunez	Mileage Paid to Staff	$73.36
83103	Oscar Morales	Mileage Paid to Staff	$27.03
83104	Overhead Door Of Grand Island	General Supplies	$563.60
83105	Panchita Portillo	Mileage Paid to Staff	$50.13
83106	Pearson Clinical Assessment	General Supplies	$874.20
83107	Performers Music	General Supplies	$28.03
83108	Petes Safari	General Supplies	$32.00
83109	Platte Valley Communications	General Supplies	$262.75
83110	Policy Studies Associates Inc	Professional Education Services	$9,166.67
83111	Pomp's Tire Service Inc	General Supplies	$114.77
83112	PowerSchool Group LLC	Dues and Fees	$19,852.63
83113	PPG Architectural Finishes Inc	General Supplies	$425.20
83114	Preston James E	Mileage Paid to Staff	$33.81
83115	Quality Logo Products Inc	General Supplies	$483.08
83116	Rachel Schiley	Mileage Paid to Staff	$24.75
83117	Raymond Central Public Schools	Miscellaneous Expenditures	$60.00
83118	Read To Them Inc	Books & Periodicals	$1,260.00
83119	Really Good Stuff Inc	General Supplies	$686.44
83120	Really Great Reading Company LLC	Books & Periodicals	$212.80
83121	Reams Sprinkler Supply Co	General Supplies	$104.49
83122	Redbird Flight Simulations Inc	Technical Services	$95.24
83123	Region 4 Education Service Ctr	General Supplies	$102.00
83124	Renee Sutherland	General Supplies	$29.32
83125	Rentokil North America Inc	Technical Services	$1,808.72
83126	Rinder Printing Company	Instructional Materials Warehouse	$1,890.00
83127	Rons Music	Other Equipment	$34,711.89
83128	Rosemary Gomez	Mileage Paid to Staff	$112.37
83129	Rowe Sanctuary Iain Nicolson Audubon Cen	Technical Services	$285.00
83130	Safety-Kleen Corporation	Technical Services	$649.48
83131	Sandra Ellen Ponce	Mileage Paid to Parents	$176.44
83132	Sarah K Henry	Mileage Paid to Staff	$96.64
83133	Sarah Nedrig	Mileage Paid to Staff	$3.75
83134	Savvas Learning Company	Web Based Software	$7,686.68
83135	SCHOOLSin	General Supplies	$370.95
83136	Shayla Renee Carstens	Professional Services	$50.00
83137	Shelby Wallick	Mileage Paid to Staff	$35.97
83138	Sherwin Williams Company	General Supplies	$421.66
83139	Sonova USA Inc	General Supplies	$3,439.99
83140	Sphero Inc	Technology Supplies	$15,203.42
83141	Staples Business Credit	Custodial Supply Warehouse	$67.08
83142	State Glass Inc	Technical Services	$150.25
83143	State Steel Supply Co	General Supplies	$197.68
83144	Stephanie N Frankforter	Travel	$59.00
83145	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	$959.50
83146	Summer Bartunek	Mileage Paid to Staff	$14.27
83147	Suyapa Gonzalez	Mileage Paid to Staff	$113.72
83148	SysCloud Inc	Web Based Software	$13,824.00
83149	T C Ceilings Inc	General Supplies	$1,648.96
83150	Tannor Tobler	Mileage Paid to Staff	$63.18

Grand Island Public Schools
Claims Listing
June 9, 2022

Reference No	Payee	Description	Amount
83151	Taron Dawn Ott	Mileage Paid to Parents	$43.76
83152	Tawana Grover	Travel	$370.00
83153	Teacher Direct	General Supplies	$21.52
83154	Terry Brown	Travel	$140.00
83155	The Home Depot Pro	Custodial Supply Warehouse	$30,564.72
83156	The Prophet Corporation	General Supplies	$615.22
83157	Therese Hulme	Mileage Paid to Staff	$21.58
83158	Timberlake Ranch Camps	Student Transportation	$280.00
83159	TK Elevator Corporation	Technical Services	$244.41
83160	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	$1,571.09
83161	Toni Palmer	Mileage Paid to Staff	$46.16
83162	Tracy Claassen	Mileage Paid to Staff	$23.87
83163	Travas G Wright	Mileage Paid to Staff	$30.71
83164	Tyler Technologies Inc	Technical Services	$500.00
83165	Uline	General Supplies	$2,460.38
83166	Uncharted Learning	Web Based Software	$22,000.00
83167	UniFirst Corporation	General Supplies	$1,172.08
83168	University Of Ne Lincoln Cooperative	General Supplies	$75.00
83169	Veritiv Operating Company	Instructional Materials Warehouse	$855.00
83170	Village Cleaners	Technical Services	$84.01
83171	Virco Inc	Furniture and Fixtures	$11,182.50
83172	West Music Co	General Supplies	$297.86
83173	Winsupply of Grand Island	General Supplies	$8,085.04
83174	Wipebook Corporation	General Supplies	$83.89
83175	Wood Shack Boutique	General Supplies	$45.00
Wire	Holiday Express	Student Transportation	$60,496.60
Wire	Anderson Ford Lincoln Mercury	Equipment	$39,988.00
Wire	Central Nebraska Education Agency	Rentals of Land and Building	$45,000.00
Wire	Cannon Moss Brygger & Assoc	Professional Services	$100,644.72
Wire	Edmentum	Software	$99,875.00
Wire	Engineering Technologies	Professional Services	$52,197.93
Wire	Medsurety	Employee Benefits	$440.00
Wire	Soliant Health	Professional Education Services	$63,331.78
		May Claims	$1,805,085.63
		May 13, 2022 Payroll	$8,617,979.46
		Total	$10,423,065.09

Students who thrive.

Grand Island PUBLIC SCHOOLS™

Child Nutrition Department

Kristi Spellman
Director of Child Nutrition
123 S. Webb Rd
Grand Island, NE 68803
308-385-5900

kspellman@gips.org
www.gips.org

Date: May 20, 2022

PROPOSALS GIVEN TO:
Cash Wa Distributing/BullerFixture
Tri Mark Hockenberg's
Midwest Restaurant Supply

PROPOSALS RECEIVED:

RFP Bid Results		
GIPS Hobart Dishwasher FT FT1000SE + Base		
	Total Bid	
Midwest Restaurant	**CWD/ Buller Fixture**	**Trimark/Hockengerg**
$ 177,579.90	$ 165,386.23	$ 186,550.34

RECOMMENDATION:
It is recommended to accept the bid from CashWa Distribution/ Buller Fixture for the GIPS CNC Dishwasher replacement project.

Kris Spellman
Director of Child Nutrition

Kneale Administration Building

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

May 26, 2022

RE: Proposals Received for Theatrical Lighting Equipment Upgrade @ Grand Island Senior High School Auditorium

ESTIMATE:
$150,000
BUDGET:
Special Building Fund

PROPOSALS GIVEN TO:
R8 Productions

PROPOSALS RECEIVED:

R8 Productions	Bid Amount	$103,538.00
	Bond Amount	$3,000.00
	Total Bid Amount	$106,538.00

RECOMMENDATION:
It is recommended to approve the proposal from R8 Productions for a total bid Cost of $106,538.00. This project will be fund through the Special Building Fund.

Dan O. Petsch
Director of Buildings & Grounds

GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska

STAFF ADJUSTMENT ADDENDUM
June 9, 2022

Certified New Hires

Name	Assignment/FTE/Building	Effective	Degree/ Level	College/ University	Replaces/ Reason
John Adams	Social Studies/1.0 FTE/Senior High	08/09/22	MA	Liberty University	B. Boroff
Taeller Ansley	SPED Resource Room/1.0 FTE/Walnut	08/09/22	BA	Hastings College	K. Rhamy
Jesse Arends	Physical Education/1.0 FTE/ Walnut	08/09/22	MA		M. Slough
Erin Baker	Business/1.0 FTE/Senior High	08/09/22	BA	Kaplan University of Iowa	K. Carder
Amanda Bennett	SPED Resource Room/1.0 FTE/TBD	08/09/22	MA	University of Nebraska Kearney	R. Rouse
Shannon Blaschko	Academic Coach/1.0 FTE/ Lincoln	08/09/22	MA+45	University of Nebraska Kearney	B. McDonald
John Blomstedt	AFJROTC Instructor/1.0 FTE/ Senior High	08/09/22	BA	University of Nebraska Kearney	B. Evans
Laura Blomstedt	SPED Resource Room/1.0 FTE/Indra House	08/09/22	MA	University of Kearney	E. Bruns

Certified New Hires(Continued)

Name	Assignment/FTE/Building	Effective	Degree/ Level	College/ University	Replaces/ Reason
Chasta Borland	SPED Resource Room/1.0 FTE/TBD	08/09/22	MA	University of Nebraska Kearney	Open Position
Sadie Carr	Fifth Grade/1.0 FTE/West Lawn	08/09/22	BA	York College	C. Wetzel
Sally Carter	SPED-Resource Room/1.0 FTE/ Senior High	08/09/22	BA	University of Nebraska Kearney	A. Fahey
Heather Caspersen	Family Consumer Science/1.0 FTE/Senior High	08/09/22	MA	Doane University	M. Irvine
Damian Causgrove	Mathematics/1.0 FTE/Senior High	08/09/22	BA+18	Peru State College	H. McClellan
Shayna Crouch	Speech Language Pathologist/ 1.0 FTE/TBD	08/09/22	MA	University of Nebraska Kearney	B. Gdowski
Claudia Demko Reno	Social Emotional Cognitive Coach/1.0 FTE/District Wide	08/09/22	MA+45	University of Nebraska Kearney	R. Schiley
Angela Dibbert	Executive Service Coordinator/ 1.0 FTE/Kneale	08/09/22			M. Simmons
Elisabeth Dieken	SPED Resource Room/1.0 FTE/ TBD MS	08/09/22	BA+36	University of Missouri Drury	Open Position
Corinne Ellerson	English Language Arts/1.0 FTE/Senior High	08/09/22	MA	Texas A&M University	C. Mendyk
Haley Engler	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA	Wayne State College	K. Eriksen
Kathryn Feezell	SPED Resource Room/1.0 FTE/Walnut	08/09/22	MA+09	Doane College	Open Position
Shane Fernau	Counselor/1.0 FTE/Walnut	08/09/22	MA	Wayne State College	J. Westerby

Certified New Hires(Continued)

Name	Assignment/FTE/Building	Effective	Degree/ Level	College/ University	Replaces/ Reason
Alexandria Garrett	Counselor/1.0 FTE/Engleman	08/09/22	MA	Wayne State College	T. Nichols
Clarissa Gillham	Family Consumer Science/1.0 FTE/Senior High	08/09/22	BA+09	Peru State College	S. Wallick
Carrie Hansen	Vocal Music/.50 FTE/West Lawn/.50 FTE/Jefferson	08/09/22	BA	Wayne State College	P. Nelson
Roberta Hazen	Intervention Specialist/.50 FTE/Knickrehm	08/09/22	BA+9		K. Schwarz
Taylar Heinemann	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA+18	Western Governors University	M. Hinrichs
Lacie Hogan	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA	Tabor College	Open Position
Kaitlin Howell	Seventh Grade Science/1.0 FTE/Barr	08/09/22	BA	Chadron State	M. Dunker
Denise Howie	English Language Arts/1.0 FTE/Senior High	08/09/22	MA	Hastings College	R. Chiles
Daniel Jaimes Diaz	Title 1 Migrant Coordinator/ .40 FTE/Kneale/Title 1 School Improvement/.60 FTE/Kneale	08/09/22	MA	University of Nebraska Creighton	K. Crowe A. Levos
Sydney Jarzynka	Speech Language Pathologist/ 1.0 FTE/TBD	08/09/22	MA	University of Nebraska Kearney	B. Kruger
Jenifer Kipper	Sixth Grade English Language Arts/1.0 FTE/Barr	08/09/22	BA	University of Colorado Mesa	S. Dunham
Shelly Kirk	First Grade/1.0 FTE/West Lawn	08/09/22	MA+18	Doane College	K. Mohling
Elyssa Kohmetscher	Seventh Grade Mathematics/ 1.0 FTE/Barr	08/09/22	BA	Hastings College	Open

Certified New Hires(Continued)

Name	Assignment/FTE/Building	Effective	Degree/ Level	College/ University	Replaces/ Reason
Jonathan Kubicka	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA	University of Nebraska Kearney	K. Horky
Jasmin Kunz	Speech Language Pathologist/ 1.0 FTE/TBD	08/09/22	MA+09	University of Nebraska Lincoln	R. Christensen
Jacey Lawrence	Kindergarten/1.0 FTE/ Engleman	08/09/22	MA	University of Nebraska Lincoln	F. Kostbahn
Myriah Leisher	Social Studies/1.0 FTE/Senior High	08/09/22	BA+18	University of Nebraska Kearney	B. Simpson
Travis Minne	SPED Resource Room/1.0 FTE/Wyandotte	08/09/22	BA	University of Nebraska Kearney	M. Knuth
Shawna Montgomery	Science/1.0 FTE/Senior High	08/09/22	MA+18	Clemson University	Open Position
Taylor Montgomery	Science/1.0 FTE/Senior High	08/09/22	MA+18	University of Nebraska Lincoln	A. Voss
Jacqueline Ortega Garica	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA+18	University of Nebraska Wesleyan	A. Fleharty
Caitlin Orton	Kindergarten/1.0 FTE/West Lawn	08/09/22	BA	Hastings College	K. Wullschleger
Alexandrea Paxton	SPED Resource Room/1.0 FTE/TBD	08/0922	BA	Hastings College	M. Irmen
Katelin Probasco	Speech Language Pathologist/ 1.0 FTE/TBD	08/09/22	MA	University of Nebraska Kearney	K. Wrage B. Gdowski
Joana Reyes	Gear Up Academic Coach/1.0 FTE/Islander Annex	08/09/22			K. Soto

Certified New Hires(Continued)

Name	Assignment/FTE/Building	Effective	Degree/ Level	College/ University	Replaces/ Reason
Rebecca Sanders	SPED Resource Room/1.0 FTE/TBD	08/09/22	BA	Hastings College	Open Position
Katie Schroder	Integration Specialist/.57 FTE/ Jefferson/.43 FTE/West Lawn	08/09/22	MA+45	University of Arizona Grand Canyon	Open Position
Rachel Stefan	Vocal Music/1.0 FTE/Barr	08/09/22	BA	University of Nebraska Kearney	N. Helzer
Rhiannon Stutts	Early Childhood Instructor/1.0 FTE/O'Connor Learning Center	08/09/22	MA+18	University of Nebraska Concordia	B. Hubl
Fallon Tamayo	Social Studies/1.0 FTE/Walnut	08/09/22	MA	University of Nebraska Omaha	J. Goure
Eric Toben	Social Studies/1.0 FTE/Senior High	08/09/22	BA	University of Nebraska Kearney	J. Redman
Carol Wieck	Physical Education/1.0 FTE/ Shoemaker	08/09/22	BA+18	University of Nebraska Kearney	K. Olsen
Andrea Wiens	Mathematics/1.0 FTE/Walnut	08/09/22	MA	University of Nebraska Lincoln	B. Alberts

New Hire/Extra Standard Assignment

Name	Extra-Standard Assignment	Effective	Replaces/Reason
Aly Alexander	LGBTSA Sponsor/Senior High	01/01/22	M. Lough
Gary Alexander	Theater Fall/Senior High/Theater Spring/ Senior High	08/05/21	Correcting Position
Laura Briseno Moreno	Student Council Co-Sponsor/Senior High	08/11/21	Co-Sponsor with T. Baker

New Hire/Extra Standard Assignment

Name	Extra-Standard Assignment	Effective	Replaces/Reason
Steven Dunham	MS Island Power Weight Training/Barr	06/01/22	Summer Program
Irene Falldorf	MS Track Assistant Coach/Westridge	03/14/22	S. Lindsey
Jason Jones	MS Island Power Weight Training/Westridge	06/01/22	Summer Program
Jennifer Kramer	MS Island Power Weight Training/Westridge	06/01/22	Summer Program
Kristine McMullen	Transition Summer Program Coordinator/ Senior High	06/01/22	Summer Program
Keiotay Stenhouse	MS Island Power Weight Training/Barr	06/01/22	Summer Program
Jessica Tenkorang	Transition Summer Program Coordinator/ Senior High	06/01/22	Summer Program
Stacy Quinteros	After School Mentor Tutor/Senior High	04/25/22	Open
Lori Watts	Transition Summer Program Coordinator/ Senior High	06/01/22	Summer Program
Cody Wheeler	MS Island Power Weight Training/Westridge	06/01/22	Summer Program

Classified New Hires

Name	Assignment/Building	FTE	Starting Date	Replaces/Reason
Allison Lerma	Assistant Custodian/Dodge	1.0	05/31/22	G. Wilsey
Jason McDonald	Mechanic/Kneale	1.0	05/31/22	E. Dethloff
Gayle Metcalf	Nutrition Services Elementary Supervisor/ Kneale	1.0	06/13/22	A. Santoyo
Sadie Schrader	Paraeducator/O'Connor Learning Center	1.0	05/17/22	J. Kuta

Certified Resignations

Name	Assignment/Building	Reason	Effective
Brenda Bartu	Fourth Grade/1.0 FTE/Jefferson	Relocation	05/23/22
John Faxon	Fifth Grade/1.0 FTE/Jefferson	New Position	05/23/22
Brendan Hanaphy	English/1.0 FTE/Senior High	Personal	05/23/22
Clarissa Hostler	Fourth Grade/1.0 FTE/Dodge	Personal	05/23/22
Becca Howe	Fifth Grade/1.0 FTE/Dodge	Personal	05/23/22
Tracy Jakubowski	Social Studies/1.0 FTE/Senior High	Leave of Absence	05/23/22
Shellie Meyer	Third Grade/1.0 FTE/Dodge	Retirement	05/23/22
Patricia Nelson	Vocal Music/1.0 FTE/Jefferson	Relocation	05/23/22
Kathryn Olson	Physical Education/1.0 FTE/Shoemaker	Personal	05/23/22
Michelle Putnam	Fourth Grade/1.0 FTE/Jefferson	Personal	05/23/22
Alexis Thompson	Third Grade/1.0 FTE/Dodge	Personal	05/23/22

Certified Extra Standard Resignations

Name	Assignment/Building	Reason	Effective
Alexander Asche	Boys Basketball/Walnut	Personal	05/23/22
Jeffrey Balz	Head Coach Girls Basketball/Senior High	Personal	05/23/22
Kyle Beaman	7th Grade Football Coach/Barr	Personal	05/23/22
Kyle Beaman	Boys Soccer Coach/Barr	Personal	05/23/22
Helen Bender	7th Grade Volleyball Coach/Barr	Personal	05/23/22
Kyle Carder	HS Football JV/Senior High	Personal	05/23/22
Jeff Chmelka	7th Grade Boys Basketball Coach/Barr	Personal	05/23/22

Certified Extra Standard Resignations(Continued)

Name	Assignment/Building	Reason	Effective
Jeff Chmelka	8th Grade Football Coach/Barr	Personal	05/23/22
Jordan Clancy	9th Assistant Coach Football/Senior High	Personal	05/23/22
Steven Dunham	8th Grade Track Coach/Barr	Personal	05/23/22
Matthew Dunkeer	Cross Country Head Coach/Barr	Personal	05/23/22
Matthew Dunker	7th Grade Track Head Coach/Barr	Personal	05/23/22
John Faxon	7th Grade Football Head Coach/Barr	Personal	05/23/22
Clint Felber	7th Grade Football Coach/Barr	Personal	05/23/22
Alexus Fleharty	9th Head Coach Volleyball/Senior High	Personal	05/23/22
Taylor Graves	Head Coach Softball HS/Senior High	Personal	05/23/22
Brendan Hanaphy	Head Coach Girls Soccer/Senior High	Personal	05/23/22
Brent Heikes	8th Grade Boys Basketball Coach/Barr	Personal	05/23/22
Nathan Helzer	Boys Soccer Coach/Barr	Personal	05/23/22
Roger Holsinger	Journalism/Senior High	Personal	05/23/22
Roger Holsinger	Spring Theater/Senior High	Personal	05/23/22
Kevin Jenkins	8th Grade Football Head Coach/Barr	Personal	05/23/22
Kevin Jenkins	8th Grade Track Coach/Barr	Personal	05/23/22
Elyssa Kohmetscher	Senior JV Softball/Senior High	Personal	05/23/22
James Kuebler	Head Coach Boys Golf/Senior High	Personal	05/23/22
Andrew Murillo	8th Grade Volleyball Head Coach/Barr	Personal	05/23/22

Certified Extra Standard Resignations(Continued)

Name	Assignment/Building	Reason	Effective
Karen Piel	8th Grade Volleyball Coach/Barr	Personal	05/23/22
Kip Ramsey	Girls Reserve Basketball/Senior High	Personal	05/23/22
Jacob Redman	Assistant Sr Varsity Basketball/Senior High	Personal	05/23/22
Amanda Rood	8th Grade Track Head Coach/Barr	Personal	05/23/22
Hannah Schmidt	Cross Country Coach/Barr	Personal	05/23/22
Amanda Smith	Vocal Music Assistant/Senior High	Personal	05/23/22
William Thompson	Assistant Boys Varsity Wrestling/Senior High	Personal	05/23/22
Jessa Yager	Yearbook Sponsor/Barr	Personal	05/23/22
Adam Zlomke	Assistant Girls Soccer/Senior High	Personal	05/23/22

Classified Resignations

Name	Assignment/FTE/Building	Reason	Effective
Brenda Anderson	Staff Accountant/1.0 FTE/Kneale	Personal	06/03/22
Antonio Avila	Skills Academy Paraprofessional/.9375 FTE/ Wyandotte Skills	Personal	05/20/22
Kelsey Dramse	Special Education Paraeducator/1.0 FTE/Senior High	Personal	05/20/22
Marc DuVall	Special Education Paraeducator/.9375 FTE/CBI	Personal	05/06/22
Theresa Evans	Assistant Custodian/.50 FTE/Newell	New Position	06/03/22
Lisa Featherstone	Special Education Paraeducator/.9375 FTE/Jefferson	Personal	05/20/22
James Gyenes	Head Custodian/1.0 FTE/Engleman	Retirement	08/04/22

Classified Resignations(Continued)

Name	Assignment/FTE/Building	Reason	Effective
Gerald Harris	Crossing Guard/.3125 FTE/Engleman	Personal	05/20/22
Havyn Hayes	Assistant Custodian/1.0 FTE/Dodge	Personal	08/03/22
Zachary Johansen	Special Education Paraeducator/.9375 FTE/Senior High	Personal	05/23/22
Yasmine Medina	Special Education Paraeducator/1.0 FTE/Stolley Park	Personal	05/20/22
Logan Polansky	Crossing Guard/.3125 FTE/West Lawn	Personal	05/20/22
Kathryne Reeves	Paraeducator/.8750 FTE/Wasmer	Personal	05/20/22
Anthony Santoyo	Elementary Supervisor Nutrition Services/1.0 FTE/ Kneale	Termination	05/12/22
Nora Sheridan	Special Education Paraeducator/.9375 FTE/Walnut	Personal	05/20/22
Jonathan Straight	Paraeducator/.9375 FTE/Jefferson	Relocation	05/20/22
Melody Strobel	Elementary Technology Assistant/1.0 FTE/Gates	Personal	05/27/22
Yesenia Tejeda	Bilingual Paraeducator/1.0 FTE/Walnut	Personal	04/19/22
Marissa Villalobos	Bilingual Paraeducator/.50 FTE/Howard/Paraeducator/ .3750 FTE/Howard	Personal	05/12/22
Carmen Villanueva	Bilingual Paraeducator/1.0 FTE/Howard	Retirement	05/20/22
Julia Watson	Special Education Paraeducator/.9375 FTE/Lincoln	Termination	05/20/22
Barbara Wilson	Skills Academy Paraprofessional/.9375 FTE/ Wyandotte Skills	Personal	05/20/22

Certified Changes

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Megan Ahrens	Academic Support Coach/ 1.0 FTE/Howard	Literacy System of Support Specialist/ 1.0 FTE/Kneale	08/09/22	C. Blase
Kyle Beaman	Art/1.0 FTE/Barr	Art/1.0 FTE/Walnut	08/09/22	T. Young

Certified Changes(Continued)

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Cassie Blase	Literacy System of Support Specialist/1.0 FTE/District	Special Education Supervisor/1.0 FTE/ Kneale	08/09/22	J. Hubbard
Marcy Burr	Kindergarten Virtual/1.0 FTE/ Virtual Elementary	Fifth Grade/1.0 FTE/ Engleman	08/09/22	B. Heikes
Morgan Cemper	First Grade/1.0 FTE/ Shoemaker	Fourth Grade/1.0 FTE/ Shoemaker	08/09/22	C. Arndt
Stephanie Chandler	First Grade/1.0 FTE/Wasmer	Kindergarten/1.0 FTE/ Wasmer	08/09/22	M. Nicol
Cindy Clark	SPED - Resource/1.0 FTE/ Virtual Elementary	SPED - Resource Room/ 1.0 FTE/ Shoemaker	08/09/22	D. Dorans/ Unfilled position
Trevor Cornelius	Fifth Grade/1.0 FTE/ Knickrehrm	Fourth Grade/1.0 FTE/ Knickrehrm	08/09/22	New Position
Ashley Crear	Second Grade/1.0 FTE/ West Lawn	Fourth Grade/1.0 FTE/ West Lawn	08/09/22	A. Heller
Nicole Dietz	Financial Literacy/1.0 FTE/ Barr	Mathematics/1.0 FTE/ Walnut	08/09/22	A. Kush
Sarah Dramse	Fifth Grade/1.0 FTE/West Lawn	Social Emotional Cognitive Learning Coach/1.0 FTE/ Kneale	08/09/22	M. Rice
Steven Dunham	English Language Arts/1.0 FTE/Barr	Social Studies/1.0 FTE/Barr	08/09/22	W. Thompson
Molly Edge	Social Emotional Cognitive Learning Coach/1.0 FTE/ Senior High	Social Emotional Cognitive Coach Ed Consultant/1.0 FTE/ Walnut	08/09/22	M. Persampieri

Certified Changes(Continued)

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Brent Heikes	Fifth Grade/1.0 FTE/ Engleman	Mathematics/1.0 FTE/ Walnut	08/09/22	S. Person
Jordyn Hubbard	Special Education Supervisor/ 1.0 FTE/Kneale	Special Education Supervisor/1.0 FTE/ Kneale	08/09/22	M. Pebley
Mary Hubl	Early Childhood/1.0 FTE/ O'Connor Learning Center	Academic Support Coach/1.0 FTE/ O'Connor Learning Center	08/09/22	J. Grimes
Maddison Irmen	SPED Resource Room/1.0 FTE/Starr	Second Grade/1.0 FTE/ Starr	08/09/22	B. Blaser
Rachel Jakob	Fifth Grade/1.0 FTE/ Shoemaker	Bilingual/1.0 FTE/ Shoemaker	08/09/22	M. Guerrero
Joann Jaros	Gifted Education Specialist/ 1.0 FTE/Newell	Fifth Grade/1.0 FTE/ Newell	08/09/22	M. Sharman
Tausha Jones	Fourth Grade/1.0 FTE/Wasmer	Fifth Grade/1.0 FTE/ Wasmer	08/09/22	New Position
Jodi Koza	Elementary Technology Assistant/1.0 FTE/Shoemaker	Second Grade/1.0 FTE/ Shoemaker	08/09/22	J. Pogue
Breanna McDonald	Academic Support Coach/ 1.0 FTE/Lincoln	Principal/1.0 FTE/ Lincoln	08/09/22	M. Oman
Maggie Mintken	Academy Principal Freshman/ 1.0 FTE/Senior High	Principal/1.0 FTE/ Lincoln	08/09/22	M. Happ
Molly Nicol	Kindergarten/1.0 FTE/Wasmer	First Grade/1.0 FTE/ Wasmer	08/09/22	L. Robinson

Certified Changes(Continued)

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Kathryn Patten	Second Grade/1.0 FTE/Wasmer	Third Grade/1.0 FTE/ Wasmer	08/09/22	Correcting Position
Michael Persampieri	SPED Coordinator/1.0 FTE/ Walnut	Assistant Principal/ 1.0 FTE/Walnut	08/09/22	S. Wardyn
Melissa Rice	Social Emotional Cognitive Coach/1.0 FTE/District Wide	Third Grade/1.0 FTE/ Dodge	08/09/22	S. Meyer
Hannah Schmidt	Eighth Grade Mathematics/1.0 FTE/Barr	Seventh Grade Mathematics/1.0 FTE/ Westridge	08/09/22	K. Geiger
Megan Slough	Physical Education/1.0 FTE/ Walnut	Health/1.0 FTE/Walnut	08/09/22	P. Johnson
Melinda Sturgill	Bilingual/1.0 FTE/Howard	Welcome Center Coordinator/1.0 FTE/ CPI	08/09/22	J. Garrison
William Thompson	Seventh Grade Social Studies/ 1.0 FTE/Barr	Eighth Grade Social Studies/1.0 FTE/Barr	08/09/22	J. Weaver
Ashley Walker	Social Worker/1.0 FTE/Senior High/Stolley Park/Westridge	Social Worker/1.0 FTE/Senior High	08/09/22	A. Greving Brown
Jason Weaver	Social Studies/1.0 FTE/Barr	Social Studies/1.0 FTE/ Senior High	08/09/22	T. Jakubowski
Selena Wardyn	Assistant Principal/1.0 FTE/ Walnut	Principal/1.0 FTE/ Starr	08/09/22	J. Hauser
Mackenzie Wetzel	Human Resource Secretary/ 1.0 FTE/Kneale	Human Resource Supervisor/1.0 FTE/ Kneale	08/09/22	New Position
Carlynn Williams	School Psychologist Intern/ 1.0 FTE/Barr	School Psychologist/ 1.0 FTE/TBD	08/09/22	Open Position

Certified Changes(Continued)

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Kelly Zeckser	Fourth Grade/1.0 FTE/Lincoln	Mathematics/1.0 FTE/ Walnut	08/09/22	L. Coble

Certified Changes/Extra Standard Assignments

Name	Former Assignment	New Assignment	Effective	Replaces/Reason

None.

Classified Changes

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Kennedy Doty	Special Education Paraeducator/ .9375 FTE/Senior High	Substitute Special Education Paraeducator/ Varies/Varies	05/20/22	Employee Request
Michelle Enck	Secretary/1.0 FTE/Career Pathways Institute	Accountant/1.0 FTE/ Kneale	06/20/22	B. Anderson
Roger Fisher	Assistant Custodian/1.0 FTE/ Starr	Head Custodian/1.0 FTE/Starr	05/18/22	P. Fay
Tessa Holder	CNC Assistant Level II/.4375 FTE/Kneale/Nutrition Services Assistant Level I/.50 FTE/ Kneale	CNC Assistant Manager/1.0 FTE/ Kneale	07/05/22	D. Kush
Jodi Koza	Elementary Technology Assistant/1.0 FTE/Shoemaker	Second Grade/1.0 FTE/Shoemaker	08/09/22	J. Pogue
Orlando Nunez	Assistant Custodian/.50 FTE/ Seedling Mile/Assistant Custodian/.50 FTE/ Success Academy	Assistant Custodian/ .50 FTE/Success Academy	05/04/22	Employee Request

Classified Changes(Continued)

Name	Former Assignment	New Assignment	Effective	Replaces/Reason
Idaly Parra	Bilingual Paraeducator/.9375 FTE/Wasmer	Media Technology Assistant/1.0 FTE/ Wasmer	05/18/22	K. Parker
Mackenzie Wetzel	Human Resource Assistant/ Secretary/1.0 FTE/Kneale	Human Resource Supervisor/1.0 FTE/ Kneale	08/09/22	New Position

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

Grand Island Public Schools

Fund Balances

Fiscal Year: 2021-2022

Month: June
Year: 2022
Fund Type:

☐ Include Cash Balance
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
01	General	$24,932,745.89	$111,040,556.25	($91,872,075.80)	$0.00	$44,101,226.34
02	Depreciation	$1,001,447.11	$0.00	($116,742.02)	$0.00	$884,705.09
03	Employee Benefit	$3,111,713.07	$1,442.82	($10,181.11)	$0.00	$3,102,974.78
04	Contingency	$1,068,223.51	$1,016.17	$0.00	$0.00	$1,069,239.68
05	Activities	$2,479,082.68	$1,485,789.64	($2,099,518.38)	$0.00	$1,865,353.94
06	School Nutrition	$1,922,662.12	$5,445,997.33	($5,189,981.24)	$0.00	$2,178,678.21
07	Bond	$7,290,222.46	$3,535,621.19	($4,969,064.57)	$0.00	$5,856,779.08
08	Special Building	$2,320,635.70	$832,999.78	($731,834.61)	$0.00	$2,421,800.87
09	Qualified Capitol Purpose Undertaking	$1,103,543.62	$999,030.26	($918,614.85)	$0.00	$1,183,959.03
10	Cooperative	$1,251,935.11	$0.00	($449,999.95)	$0.00	$801,935.16
	Grand Total:	$46,482,211.27	$123,342,453.44	($106,358,012.53)	$0.00	$63,466,652.18

End of Report

GIPS NEEDS ANALYSIS

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

Proposal: Approve funding to partner with Creative Leadership Solutions for the Middle School Design study

Submitted By: Dr. Toni Palmer, Dr. Dexter, Dr. Grover

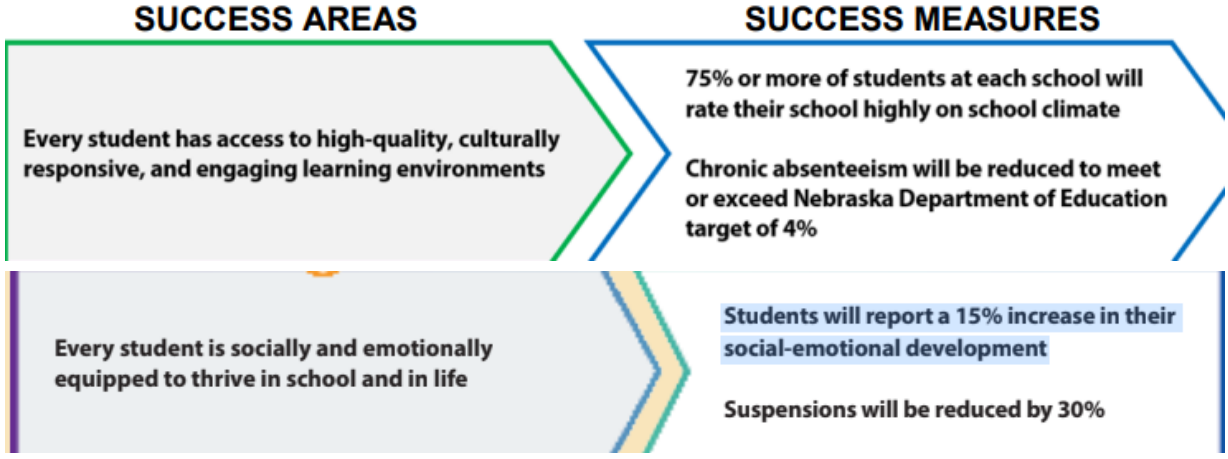
Date: 5/30/22

1. What is the identified need?

The pandemic has had an impact on our students and we need to better understand what they need to ensure our middle school model is designed so all students are set up for success. This includes the alignment of college and career curriculum, resources, and instruction with the AoGISH, ensuring our students have a safe, predictable and welcoming learning environment that elevates student voice and ownership, and our staff is supported and equipped so every student meets their goals. Currently, our three middle schools have aligned in some ways but offer fundamentally different offerings and schedules, which may contribute to equity issues.

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

The goals directly align to our strategic plan objectives and success measures to achieve by 2025.:



3. Proposed Action

The proposed action: Approve the funds for GIPS to partner with Creative Leadership Solutions to assist our MS Design team by:

- **Facilitate meetings with the design team to create a strong vision for the middle school experience and outcomes**
- **Create a middle school profile** that reflects key findings from the design team discussions.

- **Create a middle school scheduling framework** that will support the new middle school goals and serve as an example of how the profile can be used to create concrete changes that increase consistency across schools.
- **Implementation plan** to move from current to future state, including the key questions that remain unanswered, a clear plan that district and school leaders can use to answer those questions, and a clear sequence of steps that need to be undertaken to implement the new middle school plan.

4. Data/Research Assessed

Creative Leadership Solutions is a global research, consulting and professional learning organization. They have worked in all 50 states and more than 30 countries.They are completely independent, with no affiliation with any vendor, publisher, or other provider of services. They are a woman and veteran owned organization head-quartered in Boston, Massachusetts.
Their mission is summarized in three words: Evidence, Passion, and Results. Every one of our Partners and Associates has worked in a variety of educational environments. The senior partners are internationally known authors, researchers, and professional developers. Our team has worked in all 50 states and more than 30 countries. To learn more about the team, visit our website at: https://www.creativeleadership.net/about-us

5. Stakeholder Group(s) Involved

MS Design Team
Parents/Students/Staff/District and School Administrators

6. Summary

The ultimate goal is to ensure our middle school design provides academic and non-academic experiences that are appr
Two (2) CLS Associates, Dr. McCarty Peres and Dr. Tomlin, will provide on-site support and facilitation.
Middle School Profile
• Day 1 - Vision, Mission, Belief Statements and the Middle School Concept
• Day 2 - Keys to Understanding Young Adolescents and Meeting the Unique Developmental Needs of Middle School Students: Academically, Socially, and Emotionally
Scheduling Framework
• Day 3 - Data Review and Priorities for Scheduling

7. Fiscal Impact

Amount:	$20,500
Source:	ESSER II Funds
Details:	The funds allocated will pay for 3 onsite days with Creative Leadership Solutions facilitators. See contract:

8. Person(s) Responsible for Implementation

Dr. Toni Palmer, Chief of Leadership & Learning
Dr. Robin Dexter, Associate Superintendent
Middle School Principals

9. Implementation Plan

▲ **Monitor/ Evaluate**

Actions:	
Timeline:	

🔺 Board Report/Follow-Up

Actions:	
Timeline:	**___ 1 month ___ 3 months ___ 6 months ___annually ___ N/A**

Creative Leadership Solutions Purchasing Agreement

Creative Leadership Solutions, LLC ("CLS") located at 100 Beacon Street, Boston, Massachusetts and Grand Island Public schools ("Customer") located at 123 South Webb Road, Grand Island, NE 68802 agrees as follows:

Created June 3, 2022

1. Product Summary

1.1. Products: Customer shall purchase the following CLS products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	Amount
Professional learning and consultation: Two (2) CLS Associates, Dr. McCarty Perez and Dr. Tomlin, will provide on-site support to Grand Island Public Schools as outlined below. Exact agendas for each day will be determined between the CLS Associate(s) and district design team: Middle School Profile • Day 1 - Vision, Mission, Belief Statements and the Middle School Concept • Day 2 - Keys to Understanding Young Adolescents and Meeting the Unique Developmental Needs of Middle School Students: Academically, Socially, and Emotionally Scheduling Framework • Day 3 - Data Review and Priorities for Scheduling This includes a full year of virtual follow up and implementation support for all participants by phone, video conference, and email.	$20,500
Total	$20,500

2. Professional Development Services:

2.1. CLS agrees to provide on-site professional learning on the following date(s): July 11 & 12, plus one additional day.

2.2. Reproducibles: Customer is responsible for the reproduction of all handouts and other print materials related to the services, and Customer will notify the Associate directly of any deadlines for reproduction.

2.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment and technical support for all sessions.

2.4. Recording of Presentation: All audio, video, and digital recording of the services is prohibited.

2.5. Rescheduling: If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

3. Payment Terms

3.1. Invoicing and Purchase Orders: CLS will invoice the Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Professional Learning	$20,500	Upon receipt of signed agreement

4. General Terms

4.1. Intellectual Property: Customer acknowledges that CLS or Associate own the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be developed specifically for Customer. CLS shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of CLS.

4.2. Termination: CLS may terminate this Agreement if CLS has not received a purchase order within 30 days of the effective date of this Agreement.

4.2.1. Cancellation: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reasons but Force Majeure, Customer shall reimburse CLS for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

4.3. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.

4.5. Offer Valid: The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and CLS:

_____	_____	Lauren Mahoney	06-03-2022
	Date		Date
		Creative Leadership Solutions	

Please scan and email this agreement to: Creative Leadership Solutions, Service@CreativeLeadership.net

CONTACT INFORMATION

Please provide the following information:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

GRAND ISLAND PUBLIC SCHOOLS

4640 Information Technology Management

The Grand Island Public Schools Board of Education is responsible for the control of all school system data stored on systems it operates and those maintained by third party providers with whom it contracts for services referred to as “cloud,” “Software-as-a-Service” (SaaS), “Infrastructure as a Service”(IaaS) or “Platform as a Service” (PaaS).

At the discretion of the Superintendent, the Chief Information Officer or a designee of the Chief Information Officer is hereby delegated to make and implement rules and procedures as deemed appropriate and to administer the information management program of the District to include:

1. interpreting policies and regulations;
2. developing and amending from time to time regulations, guidelines, procedures, rules and directives;
3. oversight of the selection and implementation of all enterprise software and hardware;
4. adopting and enforcing information security and data sharing practices;
5. assessing and reporting operational, information security and data privacy risk;
6. establishing and maintaining an industry standards-based information security program with training, testing and regular reviews;
7. and all other matters or actions necessary or appropriate to administer the information management program of the District.

Policy Adopted: XX.XX.XXXX

8514 MEDICATIONS IN SCHOOL

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

1) The school administrator or designee will dispense any medication that is approved by the Food and Drug administration, and may lawfully be sold over the counter without a prescription only with the written consent and instruction of the student's parent or guardian. Such medication will not be supplied by the district. Such medication will be provided in the original container and be properly labeled. Medications that are not approved by the Food and Drug Administration, including but not limited to herbal remedies, essential oils, dietary supplements and naturopathic medicines, will not be administered by the school district. The use of essential oils or essential oil diffusers will not be permitted in district facilities by students, staff or visitors. Essential oils and/or diffusers may cause student and staff health problems.

2) The school administrator or designee will dispense prescription medication that is approved by the Food and Drug Administration only with the written consent of the parent or guardian *and* with instructions of the prescribing physician. Except as noted in item 3 below, district personnel will not administer prescription medication unless it is brought to school in the prescription container, properly labeled, with the student's name, the physician's name and directions for administering.

3) With appropriate control procedures, the District may provide and personnel may administer certain medications for emergency and life-threatening events.

4) Students with asthma, anaphylaxis, or diabetes will be permitted to self-manage such medical conditions upon:
   - Development of an asthma, anaphylaxis, or diabetes medical management plan (GIPS Individualized Healthcare Plan-IHP) for the student which includes:
     - Authorization of the student's physician or other health care professional who prescribed the medication for treatment of the student's condition.
     - Receipt of a signed no liability statement from the parent or guardian

   Students with such a medical management plan may possess the necessary medication to manage their medical condition upon the conditions established in the plan and not be subject to discipline for such possession. If the student uses or allows the medication to be used for any reason other than as prescribed or as provided in the plan or possesses the medication other than as provided in the plan the student shall be subject to discipline in accordance with the student conduct and drug-free school policies.

5) With written consent of the parent or guardian, the physician may be contacted by administration if further information is necessary.

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

Administration of Narcan Nasal Spray
In an effort to ensure the health and safety of its students and staff, GIPS nurses, SRO, administrator and/or other staff as identified, will maintain and administer an opioid antagonist in

its secondary schools. Naloxone, otherwise known by its brand name Narcan, will be administered for use during emergencies to any student or staff member experiencing a known or suspected opioid overdose regardless of a previous history of opioid abuse.

GIPS identified staff will participate in training developed by ADAPT PHARMA. The Narcan Nasal Spray will be administer based on assessment of symptoms and following administration guidelines provided by the medication supplier.

GIPS ~~The medical director~~ is responsible for having approved policies in place for re-ordering Naloxone in the event it is administered and to ensure that an adequate supply is continuously available in the buildings for use. Similarly, the administration of Naloxone to any student will be documented in their cumulative health record and for staff members, in their personnel file.

GIPS will store its supply of Naloxone in a secure, accessible, and temperate location consistent with the emergency response plan. The school nurse or personnel designated by the school administrator will inventory the supply of Naloxone on a weekly basis and record this information in a log which will be developed and/or maintained by the school nurse or their designated personnel/administrator. This record of information will include the date, time, and signature of the designated personnel performing the inventory.

The superintendent or designee shall develop comprehensive regulations governing student health services. Those regulations shall include the provision of all health services required by law, procedures for the maintenance of health records, and procedures for the administering of medication to students.

Legal Reference: Neb. Rev. Stat. § 71-6721 Medication Act, Terms, defined
Neb. Rev. Stat. §§ 79-224 and 79-225

Policy Adopted–November 3, 1980
Policy Revised–June 8, 1992
Policy Revised–1-10-02
Policy Revised-12-11-03
Policy Revised 6-10-04
Policy Revised 7-13-06
Policy Revised: 09.09.2016
Policy Revised: 05.1.2017
Policy Reviewed: 10.08.2020
Policy Revised: ??.??.??

8514.1 Grand Island Public Schools
Parental Consent for Medication

In accordance with the Grand Island Public Schools Board Policy 8514, I give permission to administer the medication described below.

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

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

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

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

_____ _____
Student Grade

_____ _____
Medication Name of Physician

_____ _____
Signature of Parent or Guardian Date

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

Please list any allergy to medication or other concerns:

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

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

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

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

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

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

_____	_____
Estudiante	Grado
_____	_____
Medicamento	Nombre del Medico
_____	_____
Firma del Padreo Tutor	Fecha

Instrucciones para administrar medicamentos sin receta aprobados por FDA:

Por favor indique cualquier alergia a medicamentos u otras preocupaciones:

8741 EARLY GRADUATION

A student who wishes to graduate from high school in less time than the ordinary eight (8) semester, grade 9-12 sequence, may request permission to complete graduation requirements on an alternate schedule. This request goes to the student's administrator.

The student and parents/guardians will consult with high school counselors and administrative personnel to develop a graduation plan. The student's parent or legal guardian must agree to the plan to graduate early.

A student who graduates early must complete all graduation requirements established by the board and the Nebraska Department of Education to include state assessments. The student who chooses early graduation from Grand Island Senior High to include Alternative Programs, ~~Success Academy~~ will be allowed to participate in the winter or spring graduation ceremonies with full privileges. Early graduates may participate in the Senior Prom as long as they comply with the rules set up by the school. In all other school activities, the early-out graduate will be treated as a graduated student.

Policy Approved: 07.11.2019
Policy Revised: ??.??.??

GIPS FOR ALL
2021-2022

Panorama 2021-22 Lessons Learned
June 9, 2022

Presentation to L4L BOE Meeting

Review of Panorama Use by GIPS

Panorama surveys are used to monitor district-wide parent, staff, and student school climate and SEL needs and concerns so school leaders can improve support in targeted areas.

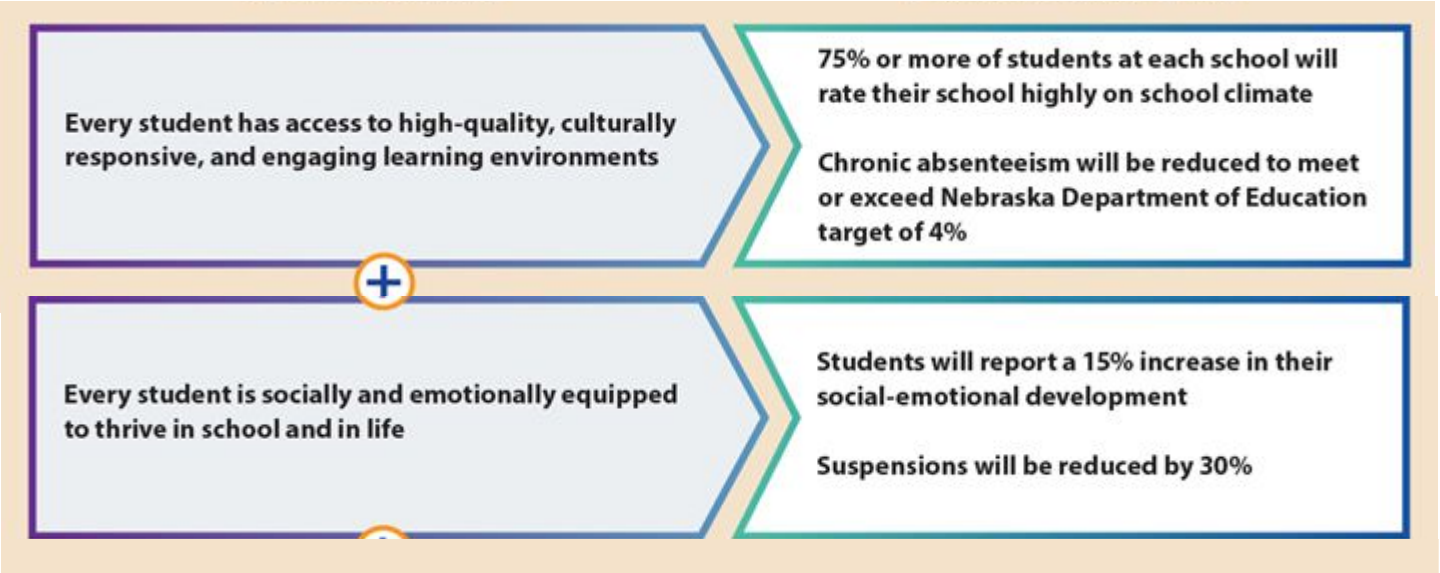
Structure of Panorama Use

A. Pilot in 2018-19 in SEL (Starr, Walnut MS, GISH)
B. 2019-20 (add Stolley Park) & District Pandemic response
C. 2020-21 & 2021-22 All Schools, and use in

On Track to Thrive 2025 *Success Measures*

On Track to Thrive 2025

Panorama measures GIPS Improvements in **Success Measures 1 and 4**



Questions on Climate (#1) and SEL (#4)

Climate Questions

- How positive or negative is the energy of the school?
- How fair or unfair are the rules for the students at this school?
- At your school, how much does the behavior of other students hurt or help your learning?
- How often do your teachers seem excited to be teaching your classes?



SEL Topics

- Self-Management (10 questions focused on student voice & choice)
- Social Awareness (8 questions on student interactions)

What we Learned



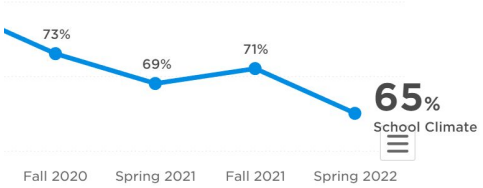
School Climate (Goal 75%): Students

Pandemic Climate perceptions:

- Highest at Elementary level
- Often decreases during Spring

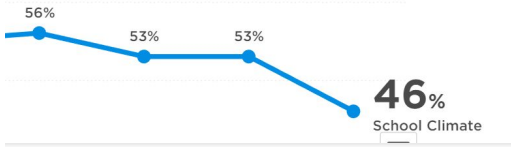
- Elementary (N=2,032)

  ▲ *50 students since 2021*



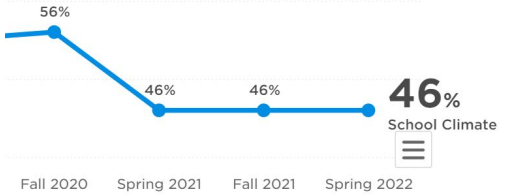
- Middle (N=1,997)

  ▲ *89 students since 2021*



- High (N=1478)

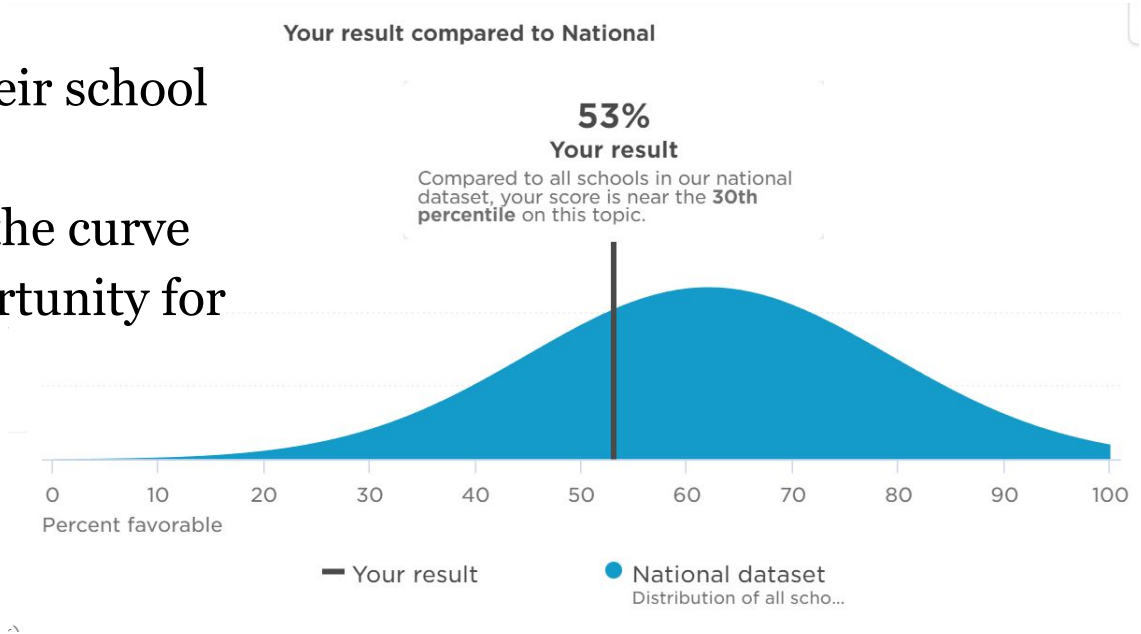
  ▼*289 students since 2021*



School Climate: Staff Views

Nationally:

- 53% of our staff rate their school as high in climate
- This is slightly behind the curve nationally and an opportunity for us to grow



SEL: Self Mgmt & Social Awareness

Compares Spring 2021 and Spring 2022

(+) Higher rates of favorable responses than on climate
(+) Schools support at risk students through SEL responses

	Self Management		Social Awareness	
	Spring 2021	Spring 2022	Spring 2021	Spring 2022
Elementary	72	70	72	69
Middle	67	68	56	56
High	68	70	58	60

Supports for Climate and SEL

Students

- Positive Supports Framework
  - Intentional work with schools to decrease referrals & increase support
- Counselors/SW to identify areas of need / support (challenging feelings/advocacy)
- Hello Hero, Heartland Health, and additional community agencies provide counseling support



Staff

- Focus on Collective Efficacy (voice and choice) built as supportive focus
- Systemic school improvement process
- Staff EAB Sessions (district-provided)

Next Steps with Panorama

- Continued measurement
- Support for schools as they support students
- Data analyses to target areas largest improvements

Panorama	Tentative Dates
Fall - Students	September 6 - 16
Fall - Staff/family	October 10 - 26
Spring - Students/Staff	March 13 - 29

Thank you. Any Questions for today?



GIPS FOR ALL
2021-2022

Panorama 2021-22 Lessons Learned
June 9, 2022

Presentation to the Board of Education

Review of Panorama Use by GIPS

Panorama surveys are used to monitor district-wide parent, staff, and student school climate and Social Emotional Learning (SEL) needs and concerns so school leaders can improve support in targeted areas.

On the GIPS Website
https://www.gips.org/about-gips/panorama-at-gips.html

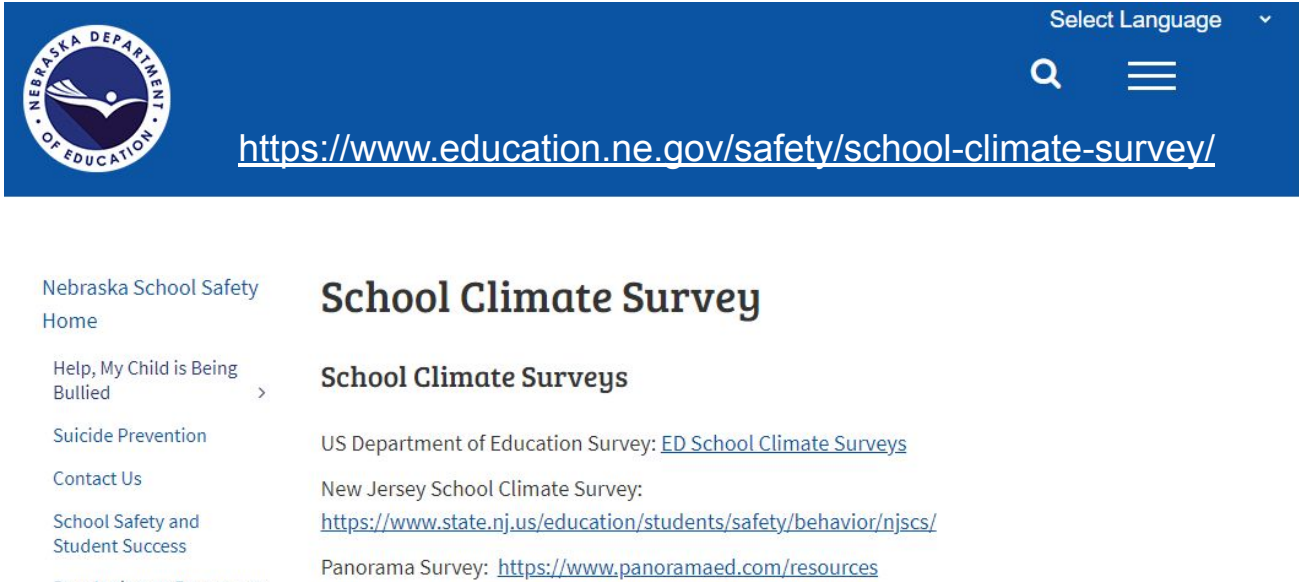
Review of Panorama Use by GIPS

Panorama Use

A. Pilot, 2018-19 in SEL (Starr, Walnut MS, GISH)
B. 2019-20 (add Stolley Park) & District Pandemic response
C. 2020-21 & 2021-22 in All Schools, and
D. On Track to Thrive 2025 Success Measures

Why are Culture and Climate and SEL surveys important?

* NDE requires School Climate Surveys as per their website



What Panorama IS and IS NOT

What Panorama IS

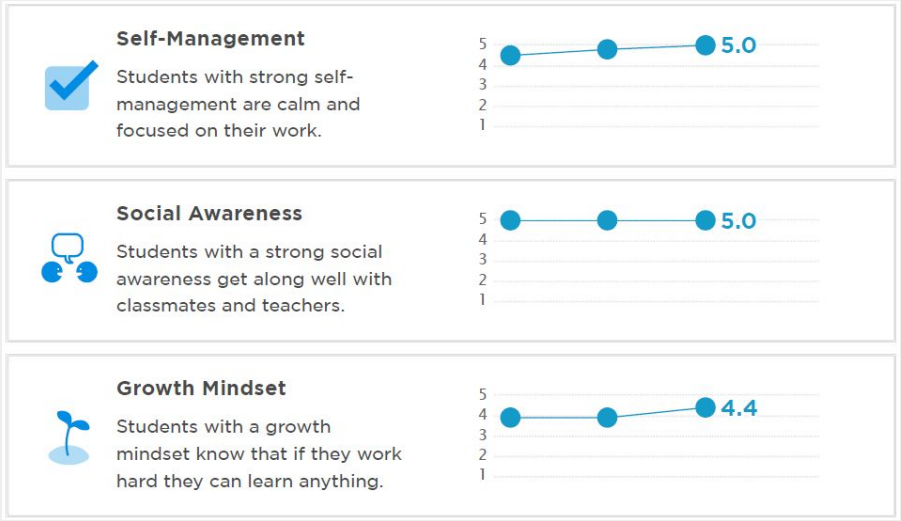
- A tool for measuring perceptions of school climate
  - By students, staff, and parents
- A tool for measuring perceptions by students of Social Emotional Learning skills

What Panorama IS NOT

- Does not measure mental health
- Does not taking the place of Tier 3 services/supports to students
- Is not required by students or families, but is optional

Reports from Panorama

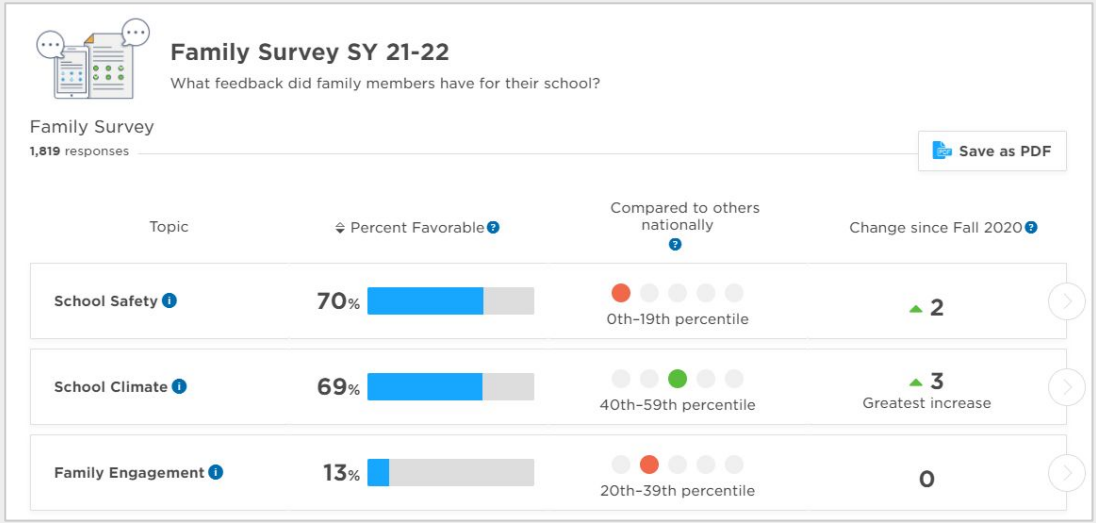
Student Level | Parent summary | Campus Level



- Student-level report highlights student improvement trends and support area(s)
- Drill down available to question summaries

Reports from Panorama

Student Level | **Parent summary** | Campus Level



Family Survey SY 21-22

What feedback did family members have for their school?

Family Survey

1,819 responses

Save as PDF

Topic	Percent Favorable	Compared to others nationally	Change since Fall 2020
School Safety	70%	0th–19th percentile	▲ 2
School Climate	69%	40th–59th percentile	▲ 3 Greatest increase
Family Engagement	13%	20th–39th percentile	0

- District-level
- Drill down available to question summaries

Reports from Panorama

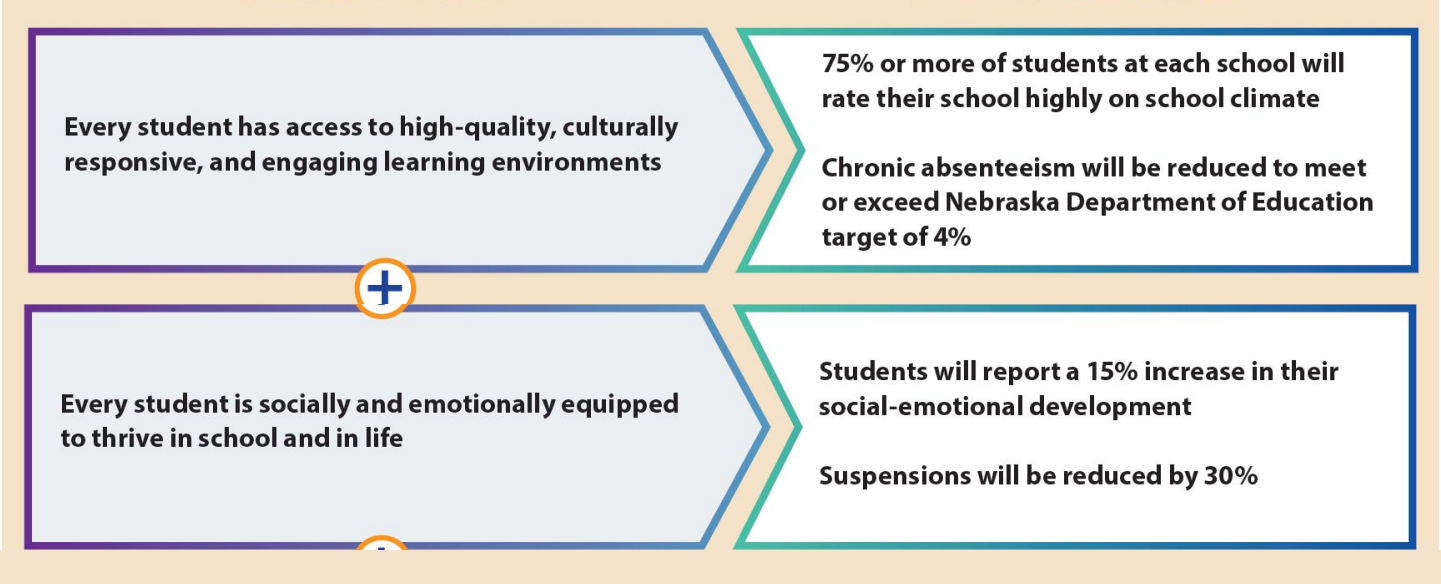
Student Level | Parent summary | **Campus Level**



- Administrator Access (trends) to assist with NDE-Required School Improvement Plans annually
- Counselors / Social Workers *use culture and climate data to support students*

On Track to Thrive 2025

Panorama measures GIPS Improvements in **Success Measures 1 and 4**



Questions on Climate (#1) and SEL (#4)

Climate Questions

- How positive or negative is the energy of the school?
- How fair or unfair are the rules for the students at this school?
- At your school, how much does the behavior of other students hurt or help your learning?
- How often do your teachers seem excited to be teaching your classes?

Student-Level Self Reflection Topics

- Self-Management
  (10 questions focused on student voice & choice)

- Social Awareness
  (8 questions on student interactions)

What we Learned



Elementary Grades 3-5 Summary

Climate and Culture

Grades 3–5

2,032 responses | show breakdown

Topic	Percent Favorable
School Rigorous Expectations	80%
School Climate	65%
School Safety	62%

Social-Emotional

Grades 3–5

2,095 responses | show breakdown

Topic	Percent Favorable
Supportive Relationships	89%
Self-Management	70%
Social Awareness	69%
Positive Feelings	65%
Challenging Feelings	56%

KEY

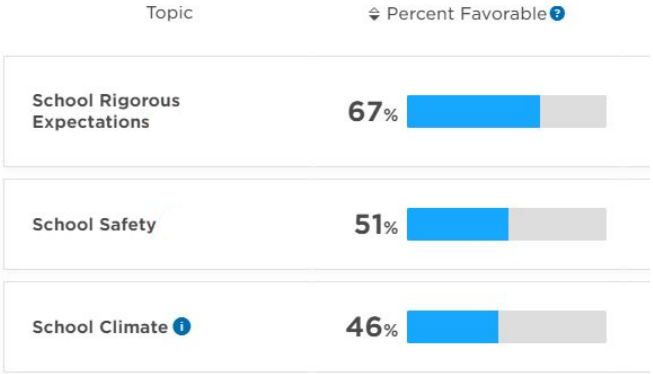
- ***Success Measure, OTTT 2025***

Middle School Summary

Climate and Culture

Grades 6-8

1,997 responses | show breakdown



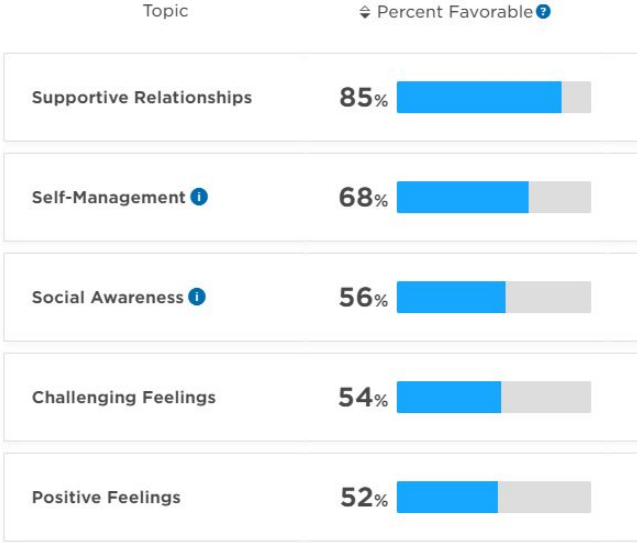
KEY

- ***Success Measure, OTTT 2025***

Social-Emotional

Grades 6-8

2,022 responses | show breakdown



High School Summary

Climate and Culture

Grades 9-12

1,478 responses | show breakdown

Topic	Percent Favorable
School Rigorous Expectations	58%
School Safety	51%
School Climate	46%

KEY

- ***Success Measure, OTTT 2025***

Social-Emotional

Grades 9-12

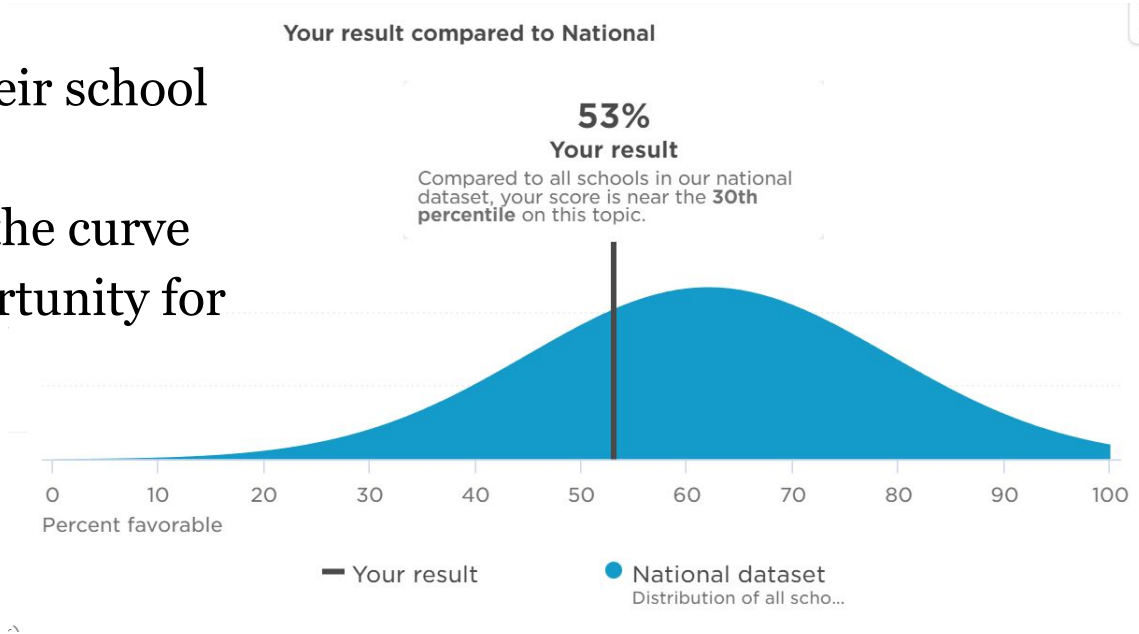
1,428 responses | show breakdown

Topic	Percent Favorable
Supportive Relationships	83%
Self-Management	70%
Social Awareness	60%
Challenging Feelings	50%
Positive Feelings	49%

School Climate: Staff Views

Nationally:

- 53% of our staff rate their school as high in climate
- This is slightly behind the curve nationally and an opportunity for us to grow



Supports for Climate

Students

- Positive Supports Framework
  - Intentional work with schools to decrease referrals & increase support
- Counselors/SW identify areas of need / support (challenging feelings/advocacy)
- Hello Hero, Heartland Health, and additional community agencies provide counseling support

Staff

- Focus on Collective Efficacy (voice and choice) built as supportive focus
- Systemic school improvement process
- Staff EAP Sessions (district-provided)

Specific Behavioral Supports

SEL

- New SEL Positions at Elementary Level - (Hiring Underway)
- Counselors back to Student-facing Role - (2022-’23)

Safety

- Assistant Safety Coordinator Role - (Board Approved, May)
- Proactive Relationship Building Through SROs at PK-5 Level

Training

- Implement and support a Student Judicial Board
- Enhanced professional learning, school-level, on classroom management and positive ways to support student behavior

Continuous Improvement in 2022-23

- Panorama is just one tool in a larger toolbox; ***optional participation***
  - Other ways we engage in continuous improvement include:
    - Weekly Teacher PLCs
    - Ongoing support by Counselors/Social Workers
    - Districtwide Parent Teacher Conferences **(Oct 10-13, Feb 13-16)**

- Timeline, 2022-23

Panorama	Tentative Dates
Fall - Students	September 6 - 16
Fall - Staff/family	October 10 - 26
Spring - Students/Staff	March 13 - 29

Thank you. Any Questions for today?



2022/23 GIPS Staff School Calendar

BOE approved ??.??.?? (revised ??.??.??) RDexter 6.6.22 (4)

Month	Su	Mo	Tu	We	Th	Fr	Sa	Tch	Stu	NOTES
	31	1	2	3	4	5	6			Aug 4-8 New Teachers
Aug 2022	7	8	9	10	11	12	13			Aug 9 Sch Imprv- Aug 10 District Welcome Back(am)/Sch Imprv(pm)
	14	15	16	17	18	19	20			Aug 11 District CIA - Aug 12 Plan/Prep
	21	22	23	24	25	26	27			Aug 15 k, 6, and 9 students: kdg - 2pm; 6 & 9 - 2:15pm dismissal
	28	29	30	31	1	2	3	19	14	Aug 16-17 1st-5th (2pm dismissal); 6-12 (2:15pm dismissal)
Sep	4	5	6	7	8	9	10			Aug 17 No Kdg students
	11	12	13	14	15	16	17			Aug 18-19 All students full day
	18	19	20	21	22	23	24			Sept 2 School Improvement
	25	26	27	28	29	30	1	19	17	Sept 5 Labor Day
Oct	2	3	4	5	6	7	8			Sept 16 CIA/Bldg PD/ Plan/Prep
	9	10	11	12	13	14	15			Sept 26 District Professional Dev
	16	17	18	19	20	21	22			Oct 10-12 PTC
	23	24	25	26	27	28	29			Oct 13 PTC(am)/ Plan/Prep
	30	31	1	2	3	4	5	25	22	Oct 14 Comp Day
Nov	6	7	8	9	10	11	12			Oct 14 1st Quarter
	13	14	15	16	17	18	19			Oct 28 CIA/Bldg PD/ Plan/Prep
	20	21	22	23	24	25	26			Nov 4 Trimester
	27	28	29	30	1	2	3	17	14	Nov 7 Plan/Prep
Dec	4	5	6	7	8	9	10			Nov 21 District Professional Dev
	11	12	13	14	15	16	17	10	10	Nov 22 CIA/Bldg PD/ Plan/Prep
	18	19	20	21	22	23	24			Nov 23-25 Fall Break
	25	26	27	28	29	30	31			Dec 16 2nd Quarter - 2:00/2:15pm Dismissal
Jan 2023	1	2	3	4	5	6	7			Dec 18-Jan 1 Winter Break
	8	9	10	11	12	13	14			
	15	16	17	18	19	20	21			Jan 2 Plan/Prep
	22	23	24	25	26	27	28			Jan 20 District Professional Dev
	29	30	31	1	2	3	4	25	22	Jan 23 CIA/Bldg PD/ Plan/Prep
Feb	5	6	7	8	9	10	11			
	12	13	14	15	16	17	18			Feb 13-15 PTC
	19	20	21	22	23	24	25			Feb 16 PTC(am)/ Plan/Prep
	26	27	28	1	2	3	4	20	17	Feb 17 Comp Day/Trimester
Mar	5	6	7	8	9	10	11			
	12	13	14	15	16	17	18			March 3 3rd Quarter - CIA/Bldg PD/ Plan/Prep
	19	20	21	22	23	24	25			March 6-10 Spring Break
	26	27	28	29	30	31	1	15	14	March 27 CIA/Bldg PD/ Plan/Prep
Apr	2	3	4	5	6	7	8			
	9	10	11	12	13	14	15			April 7-10 April Break
	16	17	18	19	20	21	22			April 28 CIA/Bldg PD/ Plan/Prep
	23	24	25	26	27	28	29	18	17	
	30	1	2	3	4	5	6			
May	7	8	9	10	11	12	13			May 14 Graduation
	14	15	16	17	18	19	20			May 24 Last day with students 11am dismissal/School Improvement(pm)
	21	22	23	24	25	26	27			May 25 Plan/Prep
	28	29	30	31	1	2	3	19	17.5	May 26-June 2 Emergency Makeup Days
Jun	4	5	6	7	8	9	10	187	164.5	
	11	12	13	14	15	16	17			
	18	19	20	21	22	23	24			Students = 164.5
	25	26	27	28	29	30	1			Teachers = 187
Jul	2	3	4	5	6	7	8			PTC = 3
	9	10	11	12	13	14	15			Plan/Prep = 8
	16	17	18	19	20	21	22			Prof Dev = 10
	23	24	25	26	27	28	29			
	30	31	1	2	3	4	5			

Quarters: Oct. 14; Dec.16; March 3; May 24
Trimesters: Nov 4; Feb 17; May 24

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GIPS NEEDS ANALYSIS

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

Proposal: Contract for services to meet Special Education compliance needs

Submitted By: Amy Richards and Renee Engel

Date: 05/31/22

1. What is the identified need?

The early childhood program currently has four openings for preschool teachers. Current recruitment efforts have failed to produce viable candidates for the positions. Innovative steps are needed so that we can continue to enroll and support our district's youngest learners. We have identified a new strategy to expand the teacher candidate pool. This will require the use of virtual case management services to ensure that we are able to best serve all students in an inclusive environment and meet the legal compliance requirements for serving students with an individualized education plan.

In addition, we have four school psychologist FTE left unfilled even after trying to fill two for the last two years, and a significant increase (17 to 56) in our special education caseload in the non-public sector in the last year. By repurposing the four already BOE approved school psychologist FTE and entering this initial contract with HelloHero to secure one PreK Case Manager, one non-public case manager, and two virtual school psychologists we can meet our special education compliance needs for the 2022-23 school year.

2. Administrative Rationale for BOE Agenda Item

This is an initial contract for services over $35,000.

3. Proposed Action

Approve an initial one-year contract with HelloHero to provide 2.0 FTE of virtual special education case management services and 2.0 FTE virtual school psychologists.

4. Data/Research Assessed

Preschool Program Needs:

Currently, four certified staff openings exist in the preschool program. Traditionally, our preschool teachers have served as a special education teacher/case manager as well as the general education teacher, requiring certification in early childhood as well as special education or an early childhood inclusive endorsement. Recruitment efforts have been underway to find appropriate candidates since February. Unfortunately, despite best efforts, we have not been able to fill any of these positions.

If we are unable to fill these positions, we will have to reduce the number of preschool students served in 2022-2023 from 426 to 306. There are currently 130 returning preschool students and an additional 362 students have already applied for preschool for the 22-23 school year, including at least 87 students who are eligible for special education services.

Knowing that we need to be innovative in order to serve our students, we are working with the Nebraska Department of Education to find high quality applicants that will qualify for a waiver of the required certifications under NDE Rule 11. Through this approach, candidates who have an associate degree in early childhood or a bachelor's degree with at least 12 qualifying early childhood credit hours, that are enrolled and pursuing the early childhood inclusive endorsement, may receive a temporary waiver to teach while finalizing their credentials. This waiver is granted at the recommendation of the Department of Education Office of Early Childhood and approved by the Nebraska State Board of Education. Teachers will have three years to complete this process.
These teachers will be considered "Apprentice Early Childhood Teachers" during this time. Staff members hired as Apprentice Early Childhood Teachers will start at Step 0 on the pay scale. They will be required to be enrolled, have a written plan, and obtain a valid Early Childhood Inclusive endorsement by the end of their probationary period. If the Nebraska State Board of Education does not approve the waiver of the candidate under Rule 11, the staff member will be employed in any position for which they are qualified.

We are also pursuing the TEACH Early Childhood Scholarship program to support these candidates in completing their education. Through this program, the candidate pays ten percent of the tuition costs, the district pays ten percent of the costs, and the TEACH program pays eighty percent of the costs. If the candidate applies and is accepted, the district must provide four hours of paid leave per week to work on their college coursework. The paid leave will take place on Fridays (or another date that students are not in attendance if approved by the staff member's supervisor) and will be considered "professional leave - in district". The candidate will be expected to complete this professional leave at the work site.

This approach will require special education support to be provided in a different way. Apprentice Early Childhood Teachers will not have the legal credentials or meaningful expertise to ensure compliance with our special education responsibilities. In addition, our existing teachers will be providing extra support and mentoring to our Apprentice Early Childhood Teachers in addition to their already heavy workload.

HelloHero will be able to provide appropriately certified, virtual case management support to ensure that we meet our legal obligations to students receiving special education services. This support will focus on administrative and compliance requirements as well as virtual specialized instruction consultation. This will allow our classroom teachers to prioritize and focus on how to implement individualized education plans and best meet the needs of their students.

In exploring this solution, we met with a team of early childhood educators to create a list of compliance responsibilities and an estimate of the time needed to complete the requirements. In order to support all teachers equitably, the hours of support needed total approximately 1 FTE. HelloHero will be able to fulfill these responsibilities through the proposed contract.

In addition, our Special Education Consultant and Multi-tiered System of Supports Coach will be able to provide on site support with specialized instruction design and implementation through the PLC process and individual teacher support.

While this strategy is being created out of necessity, the goal is to create a long-term sustainable strategy to ensure access to high quality teaching candidates that focus on classroom instruction and implementation as well as a reliable system to ensure we meet our legal obligations for special education support in a meaningful way.

Prior to exploring the use of contracted services, we looked at existing resources within our Special Education Department. We evaluated whether the home-based or community-based special education team could expand their services to support teachers within GIPS preschool. However, this team is already experiencing very high case levels due to a high degree of new referrals in the wake of the COVID pandemic.

Meeting our special education requirements might be fulfilled through the hiring of a traditional early childhood special education teacher. However, recruiting someone to fill this position will be challenging as is evidenced by our inability to find candidates for our existing classroom positions that

require similar credentials. In addition, by contracting for services, we will have the flexibility to use more allotted hours during peak times of necessity. In August, September, April, and May, the number of hours needed to fulfill special education responsibilities increases dramatically. Since we are contracting for a service instead of a position, we will be able to use the services more effectively during these peak times.

School Psychologist Needs:
We have four school psychologist FTE left unfilled even after trying to fill two for the last two years. We need to fill these positions to support state and federal compliance regulations with the child find evaluation and reevaluation processes. HelloHero shared that their research with virtual school psychologists with experience in this setting indicates that 1 FTE can complete 100 evaluations per year. The average number of evaluations completed by onsite school psychologists is 50+ because they are also fulfilling additional roles onsite. This research suggests that by hiring two virtual school psychologists through this contract we will have the capacity to complete the same number of evaluations as four onsite school psychologists.

Existing FTE Repurposed:
By repurposing the four already BOE approved school psychologist FTE and entering this initial contract with HelloHero to secure one PreK Case Manager, one non-public case manager, and two virtual school psychologists we can meet our special education compliance needs for the 2022-23 school year.

5. Stakeholder Group(s) Involved

Special Education Department, Early Childhood Education Department, Nebraska Department of Education - Office of Early Childhood, Nebraska Department of Education, Office of Special Education

6. Summary

Seeking approval for an initial 1 year contract for special education case management services with HelloHero.

7. Fiscal Impact

Amount:	$420,000
Source:	General fund (repurposed FTEs)

Details:	See attached proposed contract

8. Person(s) Responsible for Implementation

Renee Engel, Amy Richards

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:	Monitor hours used through the service contract.
Timeline:	Monthly

Actions:	Monitor satisfaction with service through teacher feedback to make adjustments as needed.
Timeline:	Solicit and evaluate feedback quarterly

🔺 Follow-Up

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

Actions:	

Timeline: **___ 1 month** **___ 3 months** **___ 6 months** **___annually** **___ N/A**

EarlyChildhoodEducation℠
GRAND ISLAND PUBLIC SCHOOLS

Special Education Contract Proposal
Board of Education
June 9, 2022

On Track to Thrive 2025

Context

3 preschool teacher vacancies=

90 students to be served in those classrooms

497 applications for preschool
115 students have an existing IEP

Currently only able to serve 336 students

Existing Plan

Ideal candidate requirements (advertising since February):
Early Childhood Inclusive Endorsement
Early Childhood Special Education Endorsement

Alternate requirement (advertising since April):
Early Childhood Endorsement
3 years to obtain inclusive/special education endorsement

Classroom teacher serves dual role as general educator and special educator

New Possibility:
Apprentice Early Childhood Teacher

Rule 11 waiver to expand opportunities for teacher candidates:

- B.A. w/ at least 12 hours of early childhood credit and actively enrolled
- Associate degree in early childhood and actively enrolled

Must obtain early childhood inclusive endorsement within 3 years

Submit to Nebraska State Board of Education for approval in collaboration with Nebraska Department of Education - Office of Early Childhood (August 2022)

New Possibility: Teach Scholarship

Enroll in TEACH Early Childhood Scholarship Program

- 80% of tuition and book costs paid by TEACH program
  - Travel stipend paid
  - Bonus for successful completion of each semester

- 10% of tuition and book costs paid by applicant
  - Contract to work at least one year upon completion of degree

- 10% of tuition and book costs paid by district
  - 4 hours of release time weekly (reimbursed for 50% by TEACH)
  - Raise or bonus when degree completed

Special Education Support

Contract for case management services

Develop compliance expertise

Comprehensive list of services

Provide flexibility to meet needs as they arise

Support all teachers equitably

Allow teachers to focus on implementation and student needs

Additional Special Education Needs

Four unfilled School Psychologist FTE

Case Manager support for Non-Public sector

Includes:

- Parochials
- Homeschools

This support could also be used to long term substitutes

The Ask

Repurpose existing 4.0 FTE - unfilled School Psychologists positions

To contract with HelloHero for:

- 1.0 - PreK case manager
- 1.0 - Non-Public case manager
- 2.0 - Virtual School Psychologists

Reevaluate at end of 2022-23


Innovation is the ability to see change as an opportunity – not a threat.
Steve Jobs
quotefancy

Questions?

Extra Standard Definitions and Schedules
May 23, 2022

The Extra Standard Salary Schedule is established annually by the Board of Education. The base established for 2022-2023 is $45,262.00.

- Each salary movement is based on two year step increments.
- Years of experience will be determined by Human Resources and up to six years of experience at time of new hire.
- Head Coaches' summer activities/clinics are included in their extra standard pay.
- Senior High Summer Weights at an hourly rate of $25.00
- Volunteer Coaches must complete the volunteer packet to include a background check, NSAA specific training for activity and CPR.

Category 1
Sponsorships for classes (seniors), clubs, activities, groups, or classes with performances (such as spring one-acts) that meet intermittently or during Islander Time throughout the year and have some activity outside of the school day to complete class related projects or take activity trips. A typical number of hours of sponsorship or support per week would be approximately 10 hours.

Category 2
Activities not sanctioned by NSAA, sponsorships for classes (seniors), clubs, activities, groups, or classes with performances (such as spring one-acts) that meet intermittently or during Islander Time throughout the year and have some activity outside of the school day to complete class related projects or take activity trips. A typical number of hours of sponsorship or support per week would be approximately 15-20 hours.

Category 3
Sponsorships for activities that last approximately 6 weeks in length. Practices for athletic activities are generally held daily and have frequent competitions on a weekly basis or greater. Rehearsals for fine arts activities occur during the school day as part of the curricular program or before or after school. Extra time is spent outside of the classroom by fine arts teachers to conduct, direct, or provide support for performances. The average number of hours per week for athletic sponsorships is approximately 20-25 hours per week and the average number of hours per week for fine arts sponsorship is 20-25 hours.

Category 4
Sponsorships for activities that last the predetermined length as per the NSAA Calendar. Practices for athletic activities are generally held daily and have frequent competitions on a weekly basis or greater. Rehearsals for fine arts activities occur during the school day as part of the curricular program or before or after school. Extra time is spent outside of the classroom by fine arts teachers to conduct, direct, or provide support for performances. The average number of hours per week for athletic sponsorships is approximately 20-25 hours per week and the average number of hours per week for fine arts sponsorship is 20-25 hours. Extra demands are placed on activity sponsors due to NSAA competitions and travel required to do so.

Category 5
Sponsorships for activities that last the predetermined length as per the NSAA Calendar. Practices for athletic activities are generally held daily and have frequent competitions on a weekly basis or greater. Rehearsals for fine arts activities occur during the school day as part of the curricular program or before or after school. Extra time is spent outside of the classroom by fine arts teachers to conduct, direct, or provide support for performances. The average number

of hours per week for athletic sponsorships is approximately 20-25 hours per week and the average number of hours per week for fine arts sponsorship is 20-25 hours. Extra demands are placed on activity sponsors due to NSAA competitions and travel required to do so. An additional requirement of this pay classification is the expectation of summer programs.

Category 6
Sponsorships for activities that last the predetermined length as per the NSAA Calendar. Practices for athletic activities are generally held daily and have frequent competitions on a weekly basis or greater. Rehearsals for fine arts activities occur during the school day as part of the curricular program or before or after school. Extra time is spent outside of the classroom by fine arts teachers to conduct, direct, or provide support for performances. The average number of hours per week for athletic sponsorships is approximately 25-30 hours per week and the average number of hours per week for fine arts sponsorship is 25-30 hours. Extra demands are placed on activity sponsors due to NSAA competitions and travel required to do so. An additional requirement of this pay classification is the expectation of summer programs. Activity sponsors in these programs are expected to display ownership and leadership in these programs and be a member of the Nebraska Coaches Association and attend the Nebraska Coaches Association Clinic.

Category 7
Sponsorships for activities that last the predetermined length as per the NSAA Calendar as noted by length of season in NSAA Competition Calendar. Practices for athletic activities are generally held daily and have frequent competitions on a weekly basis or greater. Rehearsals for fine arts activities occur during the school day as part of the curricular program or before or after school. Extra time is spent outside of the classroom by fine arts teachers to conduct, direct, or provide support for performances. The average number of hours per week for athletic sponsorships is approximately 25-30 hours per week and the average number of hours per week for fine arts sponsorship is 25-30 hours. Extra demands are placed on activity sponsors due to NSAA competitions and travel required to do so. An additional requirement of this pay classification is the expectation of summer programs. Activity sponsors in these programs are expected display ownership and leadership in these programs and be a member of the Nebraska Coaches Association and attend the Nebraska Coaches Association Clinic.

Category 8
$200.00 is paid to head and assistant coaches at Senior High who Coach both Boys and Girls in the same sport (Cross Country and Swimming)

Category 9
$575.00 (50% Category I, Step 1) is paid to middle school head coaches for Basketball, Football, Track, Volleyball, Soccer, Cross Country, and Wrestling - Added responsibilities include: Parent contacts, equipment checks, communication with GISH - support 3-6 grade program through district ELO Coordinator and GISH Coaches - Fall Season 10 weeks/Winter Season 9 weeks/Spring 8 weeks

Category 10
GISH Summer Weights/Conditioning - hourly rate at $25.00 - time sheet to be approved by GISH Activities Director

2021-2022 Extra Standard Salary Schedule
GIPS Coaching Extra Standard Baselines and Ratios

School	Purpose	Category on Extra Standard		Category	# of	Salary or	Total
Walnut Asst VB Coach	Assist with practice and	Aug/Oct - 15/1 ratio - Cat II		III	1	2298.96	
Walnut Asst Boys Soccer	Assist w/fundamentals &	March/1st Week of May - 20/1 ratio		III	1	2298.96	
Walnut Asst Girls Soccer	Assist w/fundamentals &	March/1st Week of May - 20/1 ratio		III	1	2298.96	
Walnut HC Girls Wrestling	Plan, Coordinate, Supervise	Jan/Feb (4:00 - 6:00 pm +		III & 9	1	2677.96	
Walnut 2 Asst Girls	Assist with practice and	Jan/Feb (4:00 - 6:00 pm +		III	2	4597.92	
Barr HC Girls Wrestling	Plan, Coordinate, Supervise	Jan/Feb (4:00 - 6:00 pm +		III & 9	1	2677.96	
Barr 2 Asst Girls Wrestling	Assist with practice and	Jan/Feb (4:00 - 6:00 pm +		III	2	4597.92	
Westridge HC Girls	Plan, Coordinate, Supervise	Jan/Feb (4:00 - 6:00 pm +		III & 9	1	2677.96	
Westridge 2 Asst Girls	Assist with practice and	Jan/Feb (4:00 - 6:00 pm +		III	2	4597.92	
~~Barr Drama/Theater~~	~~Direct fall and spring plays~~	~~Category 1~~		~~ESSER III~~	~~1~~		
GISH eSports League - 2	Fall=Rocket League and League of	After school 4-5:30pm - Travel 2		II	2	3217.72	
GISH Girls Asst Wrestling	Assist with practices,	After school 4-6pm--Competition		V	1	3678.13	
GISH Unified Bowling Coach	Assist with practices,			II	2	3217.72	
GISH Unified Cheerleading	Attend Practices and competitions	Jan/ Febr 14/1 ratio. Category 1		II	1	1608.86	
GISH Asst. Reserve Baseball	Attend Practices and competitions	Mar/ May 15/1 ratio. Category 4		IV	1	2988.03	
GISH Asst. JV Baseball	The NSAA has required the schools	Mar/ May 15/1 ratio Follow the	1	V	1	3678.13	
GISH Asst. Boys JV Soccer	Assist with practices,	Mar/ May 15/1 ratio. Follow the		IV	1	2988.03	
~~GISH Mock Trial~~	~~Plans practices, competition and~~	~~Oct/ Dec 12/1. Category 3~~		~~1~~	~~1~~		
GISH Asst. Speech	Move from Category II to Category	Dec/ Feb. Follow the NSAA Calendar.		II	1	1608.86	
GISH Asst. Reserve Softball	Due to increase in numbers. We	Aug./Oct. Follow the NSAA		IV	1	2988.03	
GISH Asst. Girls and Boys	Practice daily for every golfer and	Aug/ Oct and March/ May		IV	1	2988.03	
						57686.06	
						$67,000.00	

GRAND ISLAND PUBLIC SCHOOLS

8720 GRADING AND REPORTING

The Grand Island Public Schools grading and reporting practices will support the learning process and encourage student success. The primary purpose of grading students' work is to communicate achievement status to students, parents, and others. The secondary purposes for grading and reporting:

- provide information that students can use for self-evaluation and growth;
- encourage student growth and progress in learning;
- identify students for available educational opportunities (e.g., courses or programs); and
- evaluate the effectiveness of curricular, instructional and assessment practices and programs.

Staff will follow these guidelines:

- relate grades to the achievement of the district's course/grade level standards;
- use agreed-on performance standards as the reference points when determining grades;
- separate achievement from all other dispositions and behaviors;
- grades will be determined primarily on a combination of assessments (both unit and course/grade level) and performance tasks:
    - staff will use rubrics, assessment checklists, and other types of scoring guides to provide formative feedback on various types of performance assessments;
    - students are given multiple opportunities to complete a missing or incomplete assignment during or after the unit, at the discretion of the teacher;
    - when students do not attempt to complete the assignment/assessment, the grade is a zero;
- ~~students will be provided with multiple assessment opportunities to show what they know, understand and how they can use knowledge; (quantify "multiple")~~
- ~~no zeros for missing or incomplete work;~~
- use quality assessments and properly record evidence of achievement; and
- involve students in the assessment and grading processes throughout the learning cycle.

Please see the GIPS Student Parent Handbook and Expected Practices documents for more detailed grading information.

Cross Reference: GIPS Student/Parent Handbook (available on the web)
Expected Grading Practices (available on the web)
in draft until the end of this year and then they will become public-facing and posted on our website over the summer

Policy Adopted - November 3, 1980
Policy Revised: 5-4-98
Policy Revised: 12.13.2012
Policy Revised: ??.??.??

SCHOOL TRANSPORTATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. PAYMENT. For the 2021-2022 school year consisting of 171 days of school the school district shall pay the bus operator in consideration and compensation for the bus operator's performance under this Agreement, the amount of $1,686,149.93 ($_____) with a $100,000 advance to be paid in August, 2021. The remaining compensation shall be paid in nine monthly installments each in the amount of $176,238.88 ($_____).

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

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

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

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

Automobile Liability:	
Combined Single Limit: (each accident)	$5,000,000

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

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

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

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

a. the bus operator becomes insolvent;

b. the bus operator makes an assignment for the benefit of creditors;

c. a voluntary or involuntary petition in bankruptcy is filed by or against the bus operator;

d. the bus operator fails to perform any transportation schedule when notified to do so by the school district;

e. the bus operator abandons the work;

f. the bus operator without just cause reduces its working force or school bus fleet to a number that, if maintained, would be insufficient, in the opinion of the school district, to carry out the work in accordance with this Agreement;

g. the bus operator assigns, transfers, conveys, or otherwise disposes of this Agreement, or any part thereof, without approval of the school district;

h. a receiver or receivers are appointed to take charge of the property or affairs of the bus operator;

i. the bus operator, its agents and/or employees fail to comply with state or federal law concerning school bus transportation;

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

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

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

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

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

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

EXECUTED: June 10, 2021.

Hall County School District 2,

By: Bonnie M. Hinkle
Bonnie Hinkle, President, Board of Education for Hall County School District 2

Doc Holiday Express Company,
A Nebraska Corporation,

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

Grand Island Public Schools

Transportation Routes

Fiscal Year 2022 - 2023

Route	Description	FY22-23 Rate @ 102.0% of FY21-22 Per Day*	July	August	September	October	November	December	January	February	March	April	May	FY21-22	Account	Annual	Monthly	Nine (9) Months	Less Proportionate Advance	Monthly Pay Amount
E_1	Elementary	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
M_Barr1	Middle - Barr AM/PM	$485.99	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$83,104.10	$8,715.46	$78,439.10	$4,665.00	$8,715.46
M_Barr2	Middle - Barr AM/PM (New in FY16-17) (Double Route in 2019-2020)	$485.99	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$83,104.78	$8,715.53	$78,439.74	$4,665.04	$8,715.53
M_Wal1	Middle - Walnut AM/PM & Afternoon Activity Route at 5:30	$485.99	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$83,104.10	$8,715.46	$78,439.10	$4,665.00	$8,715.46
M_Wal2	Middle - Walnut AM/PM (Double Route in 2019-2020)	$485.99	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$83,104.78	$8,715.53	$78,439.74	$4,665.04	$8,715.53
M_Wal3	Middle - Walnut AM/PM	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
M_Wal4	Middle - Walnut AM/PM	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
WEST 1	Westridge AM/PM & Afternoon Activity Route at 5:30	$485.99	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$83,104.10	$8,715.46	$78,439.10	$4,665.00	$8,715.46
GISH1	GISH 1	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
GISH2	GISH 2	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
GISH3	GISH 3 (New in 2018-2019)	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,186.51	$5,368.13	$48,313.19	$2,873.32	$5,368.13
GISH4	GISH 4	$308.14	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$52,692.13	$5,526.03	$49,734.29	$2,957.84	$5,526.03
GISH5	GISH 5 AM/PM Route West of 281	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$51,187.14	$5,368.20	$48,313.78	$2,873.36	$5,368.20
SKILLS Elementary	Skills Elementary/SPED	$299.34	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$51,187.18	$5,368.20	$48,313.81	$2,873.36	$5,368.20
SKILLS Middle	Skills Middle	$318.01	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$54,378.92	$5,702.93	$51,326.40	$3,052.53	$5,702.93
SKILLS High	Skills High School	$318.01	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$54,378.92	$5,702.93	$51,326.40	$3,052.53	$5,702.93
NEW1	LEP Route - New Comers #1	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01150.000.400.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
NEW2	LEP Route - New Comers #2	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01150.000.400.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
NEW3	LEP Route - New Comers #3	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01150.000.400.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
CPI Continuous Shuttle	CPI Continuous Shuttle	$382.09	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$65,337.53	$6,852.21	$61,669.85	$3,667.68	$6,852.21
CPI - AM/Noon/PM	CPI - AM/Noon/PM	$374.60	0	13	19	19	17	12	20	18	17	18	18	171	01.2.01160.000.400.519.00811	$64,056.60	$6,717.87	$60,460.82	$3,595.78	$6,717.87
SPED1	SPED Daily Route 1	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED2	SPED Daily Route 2	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED3	SPED Daily Route 3	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED4	SPED Daily Route 4	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED5	SPED Daily Route 5	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED6	SPED Daily Route 6	$326.47	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$55,826.61	$5,854.76	$52,692.82	$3,133.79	$5,854.76
SPED7	SPED Daily Route 7	$318.01	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$54,378.92	$5,702.93	$51,326.40	$3,052.53	$5,702.93
SPED8	SPED Daily Route 8 - Workforce/SPED	$318.01	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$54,378.92	$5,702.93	$51,326.40	$3,052.53	$5,702.93
SPED9	SPED Daily Route 9	$318.01	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$54,378.92	$5,702.93	$51,326.40	$3,052.53	$5,702.93
SPED10	SPED Daily Route 10	$313.91	0	13	19	19	17	12	20	18	17	18	18	171	01.2.02792.000.120.519.00000	$53,677.76	$5,629.40	$50,664.59	$3,013.17	$5,629.40
															FY22-23 Total	$1,781,438.92	$186,826.55	$1,681,438.92	$100,000.00	$186,826.55
	NOTE														Less: Advance 08-01-2022	($100,000.00)				
	FY19-20 rates were adjusted for a 'drivers increase'.														Net Balance Due (Pd over 9 months)	$1,681,438.92			monthly $ * 9	$1,681,438.92
															Monthly Amount (Sept - May)	$186,826.55			Advance	$100,000.00
																			Total	$1,781,438.92
															Per Day Rate	$10,417.77			Variance	$0.00

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

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH A BANK, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $200,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENT; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHSE AGREEMENT AND ALL NECESSSARY DOCUMENTATION; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 0002, IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **"Board"**) of Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"District"**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire and install certain kitchen equipment for the District (the **"Equipment"**);

(b) The District has proposed to enter into a Lease-Purchase Agreement with a bank (the **"Bank"**) to be determined by an Authorized Officer (defined herein) in substantially the form presented with this resolution (the **"Lease Agreement"**) among the District as Lessee, and the Bank as Lessor to finance the acquisition of the Equipment by the District.

Section 2. The Board hereby finds and determines that the District shall enter into the Lease Agreement for the purpose of acquiring and installing certain Equipment for use by the District pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition and installation of the Equipment and financing of the Equipment and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into the Lease Agreement, whereby the District will lease and acquire the Equipment from the Bank. The Lease Agreement in a form approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under the Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The principal amount financed under the Lease Agreement shall not exceed $200,000 and the term of the Lease Agreement shall not exceed seven years.

Section 4. The Board President, Vice-President and Secretary of the Board, and the Superintendent and Chief Financial Officer of the District, and any other officer of the District (each, an **"Authorized Officer"**) are each hereby authorized and directed to execute and deliver on behalf of the

District the Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under the Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. The Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to the Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to the Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. The transactions described herein may be conducted and this resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Lease Agreement and the Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this ___ day of June, 2022.

_____
Board President

ATTEST:

_____
Board Secretary

LEASE-PURCHASE AGREEMENT, SERIES 2022

between

[BANK NAME],

Lessor

and

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

Lessee

Dated _____, 2022

This **LEASE-PURCHASE AGREEMENT**, **SERIES 2022** dated _____, 2022 (the **"Lease"**), is by and between **[BANK NAME]**, as lessor (the **"Lessor"**), whose address is _____ _____, and **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS), IN THE STATE OF NEBRASKA**, as lessee (the **"Lessee"**) whose address is Kneale Administration Building, 123 South Webb Road, Box 4904, Grand Island, Nebraska 68802.

RECITALS:

1. The Lessee is authorized by the Act to acquire, construct, and equip educational facilities as are needed to carry out its governmental functions, and to finance the same by entering into lease-purchase agreements;

2. The Lessor has agreed to lease certain equipment described in **Exhibit A** hereto (the **"Equipment"**) to Lessee, pursuant to this Lease; and

3. The Lessee has determined that it is necessary and desirable for it to finance under this Lease the acquisition of such Equipment;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

"Act" means, collectively, Sections 79-10,105 and 79-10,120, Reissue Revised Statutes of Nebraska, as amended.

"After Payment Termination Value" means, with respect to the Equipment, as of the Payment Dates specified in the attached **Exhibit B**, the amount so designated and set forth opposite such date.

"Closing Date" means the date upon which the amount specified in **Section 2.3** is transferred to the Lessee to acquire the Equipment.

"Equipment" means the equipment and other items fully described on **Exhibit A** hereto.

"Fiscal Year" means the twelve month fiscal period of Lessee which commences on September 1 in every year and ends on the following August 31.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the Lessor or the Lessee.

"Interest" means the portion of any Rental Payment designated as and comprising interest as shown in the attached **Exhibit B**.

"Net Proceeds" means any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Payment Date" means the date upon which any Rental Payment is due and payable as provided in **Exhibit B**.

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or which the Lessee may, pursuant to provisions of **Section 7.3** hereof, permit to remain unpaid, (b) this Lease, (c) the Lessor's interest in the Equipment, and (d) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the Lessee may, pursuant to **Article VIII** hereof, permit to remain unpaid.

"Principal" means the portion of any Rental Payment designated as principal in the attached **Exhibit B**.

"Rental Payment" means the payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on **Exhibit B**.

"State" means the State of Nebraska.

"State and Federal Law or Laws" means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

"Term of this Lease" or **"Lease Term"** means the period during which this Lease is in effect as specified in **Section 4.1**.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment subject to this Lease.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which the Lessee may exercise its option to purchase the Lessor's interest in the Equipment in accordance with **Article X**.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.

(b) The Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated thereby, and to perform all of its obligations thereunder.

(c) The officers of the Lessee executing this Lease have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, the Lessee has and will comply with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition and installation of the Equipment by the Lessee.

(e) The Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) The Lessee will use the Equipment during the Lease Term only to perform essential governmental functions.

(g) The Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the **"Code"**), and Treasury Regulations promulgated thereunder (the **"Regulations"**), and the Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants as follows:

(a) The Lessor is a state chartered bank duly organized, existing and in good standing; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, or upon the Equipment except Permitted Encumbrances.

Section 2.3. Deposit of Funds. Upon execution of this Lease, the Lessor shall deposit the sum of $_____with the Lessee to pay the costs of the Equipment in accordance with this Lease. Such funds shall be applied to pay the costs of the Equipment and may be used to pay costs of entering into this Lease as provided in the federal tax certificate executed in connection with this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. The Lessor hereby leases the Equipment to the Lessee, and the Lessee hereby leases the Equipment from the Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor hereby covenants to provide the Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and the Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the

request of the Lessee and at the Lessee's cost, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that the Lessor shall have the right at all reasonable times to examine and inspect the Equipment. The Lessee further agrees that the Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.2**.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the exercise by the Lessee of its option to purchase the Lessor's interest in the Equipment pursuant to **Article X**;

(b) a default by the Lessee and the Lessor's election to terminate this Lease pursuant to **Article XII**; or

(c) the payment by the Lessee of all Rental Payments and other amounts authorized or required to be paid by the Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. The Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in **Exhibit B**. Rental Payments are subject to prepayment, in whole or in part on any business day, at par plus accrued interest to the date of prepayment. All Rental Payments shall be paid to the Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which the Lessor has assigned such Rental Payments as specified in **Article XI**, at such place as such assignee may from time to time designate by written notice to the Lessee. The Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to the Lessor or, in the event of assignment of the right to receive Rental Payments by the Lessor, to its assignee. Interest shall accrue from the date of this Lease.

Section 5.2. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. **Exhibit B** sets forth the Interest component of each Rental Payment.

Section 5.3 Rental Payments to be Unconditional. The obligation of the Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the Lessee and the Lessor or any other person, the Lessee

shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release the Lessor from the performance of its obligations hereunder; and if the Lessor should fail to perform any such obligation, the Lessee may institute such legal action against the Lessor as the Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

The Lessee hereby pledges amounts in its current building fund for any rental payments due under this Lease, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due hereunder.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, the Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. The Lessee shall have and assume the risk of loss with respect to the Equipment. The Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Equipment damaged or destroyed and to pay the applicable After Payment Termination Value of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in **Section 6.6**. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, the Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by **Sections 6.1** and **6.2** shall name the Lessee and the Lessor as insured parties, and any insurance policy or rider required by **Section 6.3** shall name the Lessee as insured

party. The Lessee shall deposit with the Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the Lessee shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the Lessee shall notify the Lessor of this fact.

Section 6.5. Lessee's Negligence. The Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others, which is proximately caused by the negligent conduct of the Lessee, its officers, employees and agents. The Lessee hereby assumes responsibility for and agrees to reimburse the Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, the Lessee shall as soon as practicable after such event replace the same at the Lessee's sole cost and expense with property of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement to be subject to the Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to the Lessee and shall be used to discharge the Lessee's obligation under this Section.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. The Lessee shall exercise due care in the use, operation and maintenance of the Equipment, and shall not use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. The Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. The Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. The Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against the Lessee or the Lessor. The Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment,

and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of the Lessee under this Section.

The Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay such taxes, assessments, utility or other charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

Section 7.4. Advances. If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in the Lessee. Upon the payment by the Lessee of all Rental Payments as indicated in **Exhibit B**, or the exercise by the Lessee of its option to purchase the Equipment pursuant to **Article X**, full and unencumbered legal title to the Equipment shall pass to the Lessee, and the Lessor shall have no further interest therein; and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may request to evidence the passage of legal title to the Equipment to the Lessee and the termination of the Lessor's interest therein. Nothing herein shall require the Lessor to remove any lien, charge or encumbrance upon legal title to the Equipment not arising through the Lessor.

During the Term of this Lease, the Equipment shall remain separate personal property and not become fixtures or considered part of the real estate, even if attached or affixed thereto. Lessee hereby grants a nonexclusive easement to Lessor over the real property surrounding the Equipment when acquired and constructed, and an exclusive easement on the real portion of the real property where the footprint of the Equipment are located. Lessee shall not remove all or a substantial portion of the Equipment from such real property without the consent of Lessor.

Section 8.2. Liens. During the Term of this Lease, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in **Section 7.3** and this Article, the

Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by the Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.3. Installation of Lessee's Equipment. The Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of the Lessee. All such items so identified shall remain the sole property of the Lessee, in which the Lessor shall have no interest, and may be modified or removed by the Lessee at any time provided that the Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.4. Modification of Equipment. The Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work, shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by the Lessee. The Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, addition, modification or improvement made by the Lessee pursuant to this Section; provided that if any such lien is established and the Lessee shall first notify the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Lessor with full security against any such loss or forfeiture, in form satisfactory to the Lessor. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee.

ARTICLE IX

WARRANTIES

Section 9.1. Selection, Design and Construction of Improvements. The Lessor shall have no responsibility in connection with the selection, design or construction of any improvements on the Equipment or their suitability for the use intended by the Lessee.

Section 9.2. Maintenance of Equipment. The Lessor shall have no obligation to test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of the Lessee.

Section 9.3. Contractor's Warranties. The Lessor hereby assigns to the Lessee for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, if any, express or implied, issued on or applicable to any improvements or any portion thereof, and the Lessor hereby authorizes the Lessee to obtain the customary services furnished in connection with such warranties and guarantees at the Lessee's expense.

Section 9.4. Disclaimer of Warranties. THE EQUIPMENT AND ANY IMPROVEMENTS THERETO ARE DELIVERED AS IS, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE IMPROVEMENTS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE IMPROVEMENTS.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. The Lessee shall have the option to purchase the Lessor's interest in the Equipment on the Payment Dates for the After Payment Termination Values as set forth in **Exhibit B**, but only if the Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. The Lessee shall give notice to the Lessor and Paying Agent of its intention to exercise its option not less than sixty (60) days prior to the Payment Date on which the option is to be exercised and shall deposit with the Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on such Payment Date) and the After Payment Termination Value. The closing shall be on the applicable Payment Date at the office of the Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by the Lessee, the Lessor shall convey or release to the Lessee, all of its right, title and/or interest in and to the Equipment by delivering to the Lessee such documents as the Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. The Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor, upon notice to but without consent of the Lessee. The Lessee shall pay all Rental Payments due hereunder to or at the direction of the Lessor or the assignee named in the most recent assignment, if any. During the Lease Term the Lessor, as agent of the Lessee, shall keep a complete and accurate record of all such assignments, if any.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor the Lessee's interest in the Equipment may be assigned by the Lessee.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in **Section 11.2**, the Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, without the written consent of the Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be **"events of default"** under this Lease and the terms **"events of default"** and **"default"** shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of such failure for a period of ten (10) business days after telephonic or telegraphic notice given by the Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.1(a)**, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental or proprietary function or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1** and **Section 12.2** are subject to the following limitation: if by reason of force majeure the Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the Lessee shall not be deemed in default during the continuance of such inability. The term **"force majeure"** as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Lessee and not resulting from its negligence. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of strikes, lockouts and other labor

disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in **Section 12.1** hereof shall have happened and be continuing with respect to the Equipment, the Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) The Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by the Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) The Lessor, with or without terminating this Lease, may repossess the Equipment by giving the Lessee written notice to surrender the Equipment to the Lessor, whereupon the Lessee shall do so in the manner provided in **Section 12.3**. If the Equipment or any portion of it has been destroyed or damaged beyond repair, the Lessee shall pay the applicable After Payment Termination Value of the Equipment, as set forth in **Exhibit B** (less credit for Net Proceeds), to the Lessor. Notwithstanding the fact that the Lessor has taken possession of the Equipment, the Lessee shall continue to be responsible for the Rental Payments. If this Lease has not been terminated, the Lessor shall return possession of the Equipment to the Lessee at the Lessee's expense when the event of default is cured.

(c) If the Lessor terminates this Lease and takes possession of the Equipment, the Lessor shall thereafter use its best efforts to sell or lease its interest in the Equipment or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. The Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale or lease; (3) the applicable After Payment Termination Value of the Equipment; and (4) the balance of any Rental Payments owed by the Lessee. Any sale proceeds remaining after the requirements of clauses (1), (2), (3) and (4) have been shall be the property of Lessee.

(d) If the proceeds of sale or lease of the Equipment are not sufficient to pay the balance of any Rental Payments owed by the Lessee, the Lessor may take any other remedy available at law or in equity to require the Lessee to perform any of its obligations hereunder.

Section 12.3. Surrender of Equipment; Transfer of Title. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with **Exhibit B**, the Lessee shall surrender the Equipment to the Lessor in the condition, repair, appearance and working order required in **Section 7.2** and immediately transfer to Lessor all of Lessee's right title and interest in and to the Equipment without further demand by Lessor. If the Lessee refuses to surrender the Equipment and transfer title in the manner designated, the Lessor may repossess the Equipment and charge to the Lessee the costs of such repossession, pursue action to cause such transfer to occur, or pursue any remedy described in **Section 12.2**.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Lessor or its assignee.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, the Lessee annually will provide Lessor with current financial statements, budgets, and such other financial information as may be requested by the Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Lessor and the Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts; Electronic Transactions. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The transactions described herein may be conducted and this Lease and related documents may be executed, sent, received and stored by electronic means.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

[BANK NAME], Lessor

By: _____
Authorized Officer

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

By: _____
Chief Financial Officer

EXHIBIT A

EQUIPMENT

The "Equipment" consists of the acquisition and installation of the following kitchen equipment, and shall include necessary site work, modification of the existing building to accommodate such equipment, and all necessary costs and expenses for such equipment:

[EQUIPMENT DESCRIPTION]

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

The Lessee shall pay to the Lessor (a) principal installments of Lease-Purchase Payments on the dates and in the installment amounts set forth below, plus (b) an interest component, payable December 15, 2022, and thereafter on June 15 and December 15 of each year in arrears, through and including December 15, 2028, and a final payment on December 15, 2028, as set forth below, on the principal amount of $205,000, as such amount is reduced by the payment of principal installments from time to time at a rate of _____% per annum.

Payment Date	Total Rental Payment	Principal	Interest	After Payment Termination Value
December 15, 2022				
June 15, 2023				
December 15, 2023				
June 15, 2024				
December 15, 2024				
June 15, 2025				
December 15, 2025				
June 15, 2026				
December 15, 2026				
June 15, 2027				
December 15, 2027				
June 15, 2028				
December 15, 2028				

SOURCES AND USES OF FUNDS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Sources:	
Lease Proceeds:	
Par Amount	200,000.00
	200,000.00

Uses:	
Project Fund Deposits:	
Project Fund	195,000.00
Cost of Issuance:	
Placement Agent	3,000.00
Legal Counsel	2,000.00
	5,000.00
	200,000.00

LEASE PRICING

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Lease Component	Maturity Date	Amount	Rate	Yield	Price
Term Lease due 2028:					
	12/15/2022	28,845	2.875%	2.875%	100.000
	12/15/2023	26,543	2.875%	2.875%	100.000
	12/15/2024	27,306	2.875%	2.875%	100.000
	12/15/2025	28,092	2.875%	2.875%	100.000
	12/15/2026	28,899	2.875%	2.875%	100.000
	12/15/2027	29,730	2.875%	2.875%	100.000
	12/15/2028	30,585	2.875%	2.875%	100.000
		200,000			

Dated Date	07/01/2022	
Delivery Date	07/01/2022	
First Coupon	12/15/2022	
Par Amount	200,000.00	
Original Issue Discount		
Production	200,000.00	100.000000%
Underwriter's Discount		
Purchase Price	200,000.00	100.000000%
Accrued Interest		
Net Proceeds	200,000.00	

LEASE SUMMARY STATISTICS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022
First Coupon	12/15/2022
Last Maturity	12/15/2028
Arbitrage Yield	2.875249%
True Interest Cost (TIC)	2.875249%
Net Interest Cost (NIC)	2.874998%
All-In TIC	3.653681%
Average Coupon	2.874998%
Average Life (years)	3.521
Weighted Average Maturity (years)	3.521
Duration of Issue (years)	3.321
Par Amount	200,000.00
Lease Proceeds	200,000.00
Total Interest	20,248.56
Net Interest	20,248.56
Lease Years from Dated Date	704,298.11
Lease Years from Delivery Date	704,298.11
Total Debt Service	220,248.56
Maximum Annual Debt Service	31,464.54
Average Annual Debt Service	34,117.68
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Lease Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Lease due 2028	200,000.00	100.000	2.875%	3.521	01/07/2026	118.00
	200,000.00			3.521		118.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	200,000.00	200,000.00	200,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-5,000.00	
- Other Amounts			
Target Value	200,000.00	195,000.00	200,000.00
Target Date	07/01/2022	07/01/2022	07/01/2022
Yield	2.875249%	3.653681%	2.875249%

LEASE DEBT SERVICE

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2022	28,845	2.875%	2,619.44	31,464.44	31,464.44
06/15/2023			2,460.35	2,460.35	
12/15/2023	26,543	2.875%	2,460.35	29,003.35	31,463.70
06/15/2024			2,078.80	2,078.80	
12/15/2024	27,306	2.875%	2,078.80	29,384.80	31,463.60
06/15/2025			1,686.27	1,686.27	
12/15/2025	28,092	2.875%	1,686.27	29,778.27	31,464.54
06/15/2026			1,282.45	1,282.45	
12/15/2026	28,899	2.875%	1,282.45	30,181.45	31,463.90
06/15/2027			867.03	867.03	
12/15/2027	29,730	2.875%	867.03	30,597.03	31,464.06
06/15/2028			439.66	439.66	
12/15/2028	30,585	2.875%	439.66	31,024.66	31,464.32
	200,000		20,248.56	220,248.56	220,248.56

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

FORM 8038 STATISTICS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Lease Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Lease due 2028:						
	12/15/2022	28,845.00	2.875%	100.000	28,845.00	28,845.00
	12/15/2023	26,543.00	2.875%	100.000	26,543.00	26,543.00
	12/15/2024	27,306.00	2.875%	100.000	27,306.00	27,306.00
	12/15/2025	28,092.00	2.875%	100.000	28,092.00	28,092.00
	12/15/2026	28,899.00	2.875%	100.000	28,899.00	28,899.00
	12/15/2027	29,730.00	2.875%	100.000	29,730.00	29,730.00
	12/15/2028	30,585.00	2.875%	100.000	30,585.00	30,585.00
		200,000.00			200,000.00	200,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/15/2028	2.875%	30,585.00	30,585.00		
Entire Issue			200,000.00	200,000.00	3.5215	2.8752%

Proceeds used for accrued interest	0.00
Proceeds used for lease issuance costs (including underwriters' discount)	5,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Date	Debt Service	PV Factor	Present Value to 07/01/2022 @ 2.8752493801%
12/15/2022	31,464.44	0.987079102	31,057.89
06/15/2023	2,460.35	0.973089724	2,394.14
12/15/2023	29,003.35	0.959298611	27,822.87
06/15/2024	2,078.80	0.945702952	1,965.93
12/15/2024	29,384.80	0.932299977	27,395.45
06/15/2025	1,686.27	0.919086956	1,549.83
12/15/2025	29,778.27	0.906061196	26,980.93
06/15/2026	1,282.45	0.893220045	1,145.51
12/15/2026	30,181.45	0.880560884	26,576.60
06/15/2027	867.03	0.868081135	752.65
12/15/2027	30,597.03	0.855778256	26,184.27
06/15/2028	439.66	0.843649739	370.92
12/15/2028	31,024.66	0.831693113	25,803.00
	220,248.56		200,000.00

Proceeds Summary

Delivery date	07/01/2022
Par Value	200,000.00
Target for yield calculation	200,000.00

LENNOX

QUOTATION

JERRY'S SHEET METAL

DATE: JUNE 2, 2022

907 W OKLAHOMA, GRAND ISLAND, NE 68801
Phone 308-384-2881 Fax 308-384-6267 Cell 308-380-9584
jay@jerryssheetmetal.com

EXPIRATION DATE 30 DAYS

TO GIPS FOOD KITCHEN KNEALE BUILDING
DAN PETSCH

NEW EXHAUST DROP TO DISHWASHER

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		LOT STAINLESS DUCTWORK 16 GA WELDED			
1		INSULATION			
1		WELDING			
1		LABOR			

THIS PRICE IS A TIME AND MATERIAL BID NOT TO EXCEED PRICE

TOTAL DISCOUNT		
SUBTOTAL		
SALES TAX	TE	
TOTAL	$25,000.00	

Quotation prepared by: JAY HEHNKE _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

GIPS NEEDS ANALYSIS

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

Proposal: Verification Made Easy

Submitted By: Kate Crowe/Title I Principals

Date: 5/26/20222

1. What is the identified need?

- Empower teachers by providing them with the tools they need to ensure student success
- Increase student engagement and lively pace of lessons
- Easy tool to verify learning while teachers move the room
- Easy tool for sharing student work with class
- Technology that is supported by Dibels

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

• Implementation of Professional Learning Communities that focus on improving student results and disrupting educational disparities

• Intentional professional learning aligned to Tier Iacross high-quality rigorous instruction, resources and programming, and teacher content knowledge aligned to standards

3. Proposed Action

Purchase iPads, Apple TVs, and projectors for Title I buildings to support verification of student learning

4. Data/Research Assessed

Teacher verification of student progress toward lis a component of tier 1 instruction, and is an area identified as a priority on the GIPS Tier I Trend Walk tool.

A system is used to collect verification data during a grade-level, standards-aligned task. (Verifying for Learning)

5. Stakeholder Group(s) Involved

L4L, Title I Principals, Title I Academic Coaches, Title I Teachers, Title I Students

6. Summary

This proposal is for the purchase of iPads, AppleTVs, and projectors for Title I buildings in order to increase student learning by verification toward lesson learning targets and success criteria.

7. Fiscal Impact

Amount:	$173,360.10
Source:	Title I
Details:	

8. Person(s) Responsible for Implementation

Kate Crowe/Daniel Jaimes/Title I Principals

9. Implementation Plan

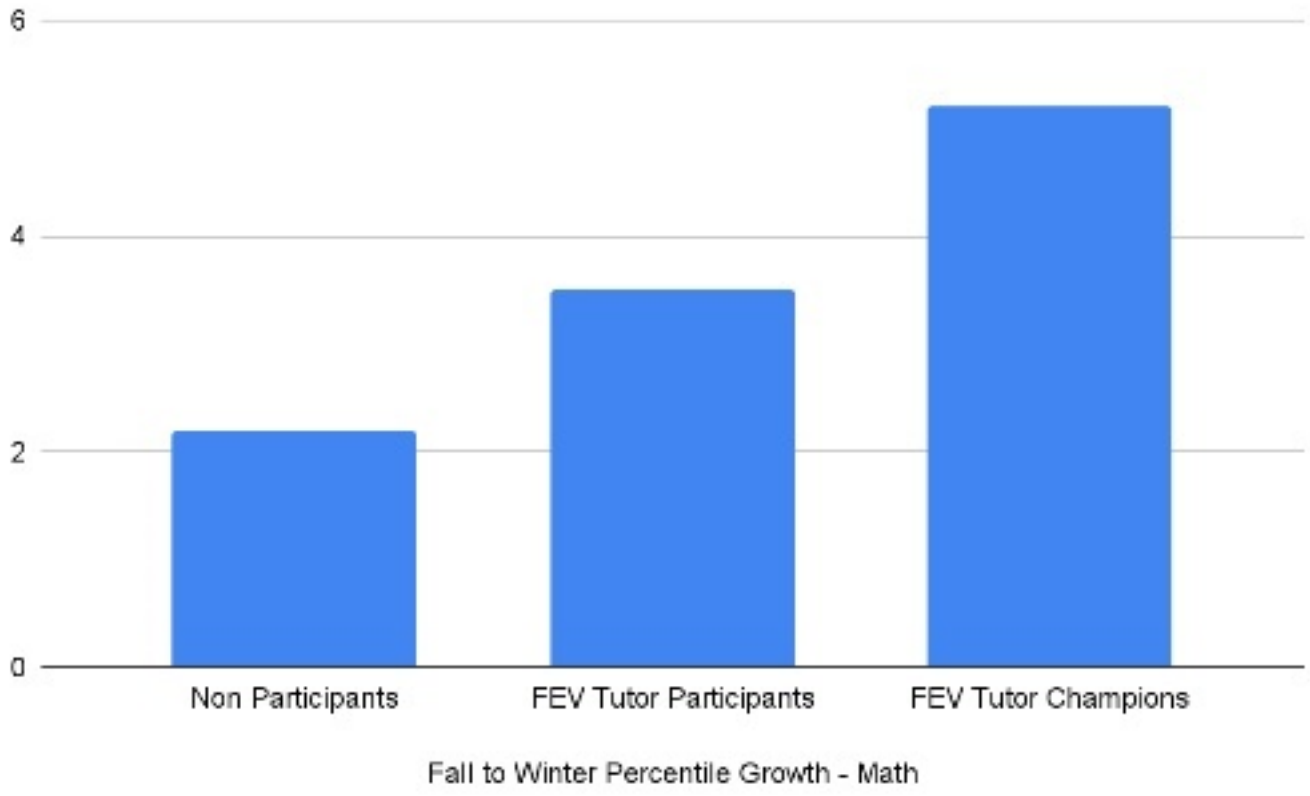
Monitor/ Evaluate

Actions:	Plan with Daniel Jaimes on how to monitor implementation and effectiveness
Timeline:	

Board Report/Follow-Up

Actions:	Report from schools on how use of equipment enhances learning
Timeline:	**___ 1 month ___ 3 months X 6 months ___annually ___ N/A**

Fall-Winter Benchmark Growth (Math)



fev tutor

Grand Island PUBLIC SCHOOLS™

GIPS NEEDS ANALYSIS

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

Proposal:	Approve funds to Partner with FEV Tutor to improve academic growth
Submitted By:	Kate Crowe
Date:	6/1/22 (originally 6/22/21)

1. What is the identified need?

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

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

1.2 Every student has access to learning models that meet their unique needs

3. Proposed Action

Approve use of funds to purchase a bank of hours to provide Title I elementary students with FEV tutoring supports.

4. Data/Research Assessed

- FEV Tutor is a Level 2 ESSA Evidence-Based Intervention
- A 7 year longitudinal study found that students who were more than two years below grade level in math who participated in FEV Tutor programs demonstrated an average of 7.10 RIT points (1.75 points higher than national norms) and 8.82 RIT points in reading. The study found a significant impact on fall to spring growth scores for reading in students who participated in 21-30 hours of tutoring between MAP Growth assessments.
- The recommended tutoring time is 20-25 hours 2x a week
- Although we are targeting intervention, tutoring can be an option for all students if hours are available

5. Stakeholder Group(s) Involved

L4L team, Title I principals, students, families

6. Summary

The purchase of hours from FEV Tutor will provide students in Title I buildings with access to academic support 24/7 in a safe environment that uses GIPS data to drive their personalized plans. L4L will

provide guidance on the implementation and encourage this to occur during intervention, WIN, before or after school with an adult monitor. FEV Tutoring offers additional family outreach and wrap-around support in multi-languages to encourage and support attendance and engagement.

FEV tutoring has shown positive impact on students who participated regularly in the program, with almost 6 percentile gains on their fall to winter MAP assessment, as opposed to 2 for students who did not participate in the program. Some buildings, such as Dodge Elementary, showed even more growth. Due to this impact,

7. Fiscal Impact

Amount:	$270,000 - $378,000
Source:	Title I
Details:	Depends on funds left in the Title I budget

8. Person(s) Responsible for Implementation

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

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:	- Meet with FEV tutor to develop plans for data analysis, marketing, targeting students, and platform use - Train staff as appropriate - Communicate opportunity with families - Implement - Monitor via MAP data analysis
Timeline:	2022-23 school year

▲ Follow-Up

F/U with: **___ Cabinet** **___ Board** **__X_ Board Committee: _____**

Actions:

Timeline: **___ 1 month** **___ 3 months** **__X_ 6 months** **___annually** **___ N/A**

MASTER AGREEMENT

Between

Hall County School District 2

Also Known As

Grand Island Public Schools

Board of Education

And

The Grand Island Education Association

Contract Year

2022–2023

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The Grand Island Education Association, hereinafter referred to as the "GIEA" and the Board of Education of the Grand Island Public Schools, hereinafter referred to as the "District" hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Faculty Member**: Certified staff and registered nurses who are employed by the District on a regularly scheduled basis and who either provide instruction or instructional support services, or nursing services. The term Faculty Member shall not include administrative employees, supervisory employees, substitute teachers, or members of the District's classified staff.

1.2 **Grand Island Education Association or GIEA**: The unincorporated association, which has been recognized as the exclusive bargaining agent for the 2022–2023 contract year for the bargaining unit composed of the Faculty Members defined in paragraph 1.1.

1.3 **Board or District**: The employer, who is the Board of Education for Hall County School District 2, a/k/a Grand Island Public Schools.

1.4 **Holiday(s)/Vacation Day(s)**: Day(s) scheduled on the official District calendar that do not require students and staff to report to school (not including compensatory days, reference Article V, Leaves).

1.5 **Compensatory Day(s)/Time**: Day(s)/Time scheduled for faculty members to be absent from school to compensate the Faculty Member for evening time spent for parent/teacher conferences. These day(s)/time(s) are to be scheduled on the master school district calendar(s) prepared by the Superintendent of Schools, or a designee.

1.6 **Employed:** "Employed" or "employment" is the status of being a certificated employee under contract and having performed services and compensation for such services.

ARTICLE II
GRIEVANCES

2.1 **Purpose**: The purpose of this grievance procedure is to provide an opportunity for Faculty Members and the GIEA to address questions regarding the interpretation and application of the express terms of the collective bargaining agreement during the term of the contract and to encourage resolution of such matters at the lowest possible level.

2.2 **Definitions**:
Grievance shall mean a claim by one or more faculty members relating to the interpretation or application of the express terms of this agreement. Any grievance shall specify the express provision of the agreement, which is claimed to have been violated and set forth in detail the specifics of such alleged violation.

Grievant(s) shall mean the GIEA or one or more Faculty Members who are members of the bargaining unit represented by the GIEA and who initiate a grievance under this procedure. A Faculty Member can belong, but need not necessarily belong to the GIEA and, at that Faculty Member's choice, be represented or not represented by GIEA.

Communications shall mean all communications concerning the grievance, after the grievance is formally submitted, shall be in writing and shall be considered confidential in nature.

Day(s) shall mean calendar days except weekends and holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.

2.3 General Conditions:

A. Should a Faculty Member have a claim based upon an event or condition, which affects the Faculty Member's welfare or morale, the Faculty Member may utilize the informal step and step one only. If the alleged grievance is not satisfactorily resolved the Faculty Member shall have the right to use normal administrative channels to solve the problem. The grievant may have a representative of the GIEA present at any level of the grievance procedure.

B. Decisions referred at level II, steps one, two, and three, shall be in writing and shall be transmitted promptly to all parties in interest and to the chairperson of the GIEA's professional rights and responsibility committee.

C. If the written grievance is not filed within thirty (30) calendar days after the Faculty Member knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.

D. Time Limits: Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limit set forth herein shall be reduced to the extent possible so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

E. A grievance may be withdrawn at any level without prejudice or record.

F. No reprisals of any kind shall be taken by the Board, or by any member of the administration, or by the association or its individual members, against any party in interest, any GIEA's professional rights and responsibility committee representative, or any other participant in the grievance procedure by reason of such participation.

G. The processing of all grievance documents, communications, and records shall be filed separately from the personnel files of the participants.

H. Forms for filing and processing grievances and other necessary documents shall be made available through the GIEA's building representatives, the superintendent's office, and the school office.

I. In order to prevent the filing of multiple grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of Faculty Members, it shall be processed as a single grievance. Any group grievance shall set forth the names of the individual grievant(s) or the group, and the title and specific assignments of the people covered by the group grievance. A designated GIEA representative shall sign group grievances.

2.4 <u>Procedures</u>:

A. Level I: (Informal)

1. If a Faculty Member feels that a grievance is present, the matter should first be discussed within thirty (30) days of the occurrence with the department chairperson, principal, or supervisor who has direct responsibility. The administrator or supervisor must give his/her answer orally within five (5) days of such meeting.

2. The grievant may have the assistance of a local professional rights and responsibility representative in efforts to resolve the problem informally.

B. Level II (Formal)

1. Step One

a. If a grievant is not satisfied with the disposition of the problem, or if no decision has been submitted after five (5) days through the informal procedure, a formal grievance may be submitted in writing, to the principal or responsible administrator with a copy retained for the personal use of the grievant.

b. The principal or other responsible administrator shall, within three (3) days, submit a decision in writing to the grievant(s). A copy of the grievance shall be furnished to the superintendent and to the professional rights and responsibility representative if that representative was a party to the grievance.

2. Step Two

a. If the grievant is not satisfied with the disposition of the grievance at step one, or if no written decision has been submitted within three (3) days after the presentation of the grievance, the written grievance may be filed with the superintendent within three (3) days after the decision at step one, or six (6) days after the grievance was presented, whichever is sooner.

b. The superintendent shall act for the administration at step two of the grievance procedure. Within ten (10) days after the receipt of the written appeal for the hearing with the superintendent, the superintendent shall meet with the grievant and representatives of the professional rights and responsibility committee for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the superintendent

and made available to the parties involved upon written request. The superintendent, within five (5) days of the hearing, shall submit a decision, in writing to the grievant, with a copy to the GIEA professional rights and responsibility chairperson.

3. Step Three

a. If the grievant is not satisfied with the disposition of the grievance at step two or if no decision has been submitted within five (5) days after the grievant has first met with the superintendent, the grievance may be filed with the Board.

b. Within twenty-five (25) days after receiving the written appeal, the Board, or a committee there from, shall meet with the grievant for a hearing for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the Board and made available to the parties involved upon written request. The decision of the Board shall be rendered in writing within five (5) days of the hearing.

4. Step Four

a. If the grievant is not satisfied with the disposition of the grievance at step three, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of its intent to submit the grievance to the courts.

ARTICLE III
SALARY COMPENSATION

3.1 <u>Schedule</u>:

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.

B. Step 1 of the entire salary schedule will be closed for placement. All staff hired with either 0 or 1 year of experience beginning with the 2014-2015 Contract Year, will be placed on Step 2 of the appropriate column (based upon degree and education).

3.2 <u>Schedule Movement</u>:

A. Faculty Members can neither advance horizontally more than one salary column nor vertically more than one step in one fiscal year. A Faculty Member who changes degree level can move to that degree level.

B. The Board reserves the right to retain any Faculty Member at the current placement on the salary schedule. The reasons for such retention will be in written form and made a part of the teacher's personnel file. Any Faculty Member placed on performance probation shall be afforded procedural due process.

C. The Board reserves the right to advance any Faculty Member on the tenure portion of the salary schedule.

3.3 Compensation:

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").

2. Flat Base Salary/Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit - Full Time Faculty Members Employed Prior to the 2008-2009 School Year (Available for Employees with a full-time-equivalency (FTE) of 1.0 or more only) (the "Flat Base"): Faculty Members employed prior to the 2008-2009 school year were provided the following one-time irrevocable election whether to continue to receive the "Flat Base Salary" provided to all Faculty Members prior to the 2008-2009 school and contract year, or receive the "Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit" described herein at paragraph 3.3.B. effective beginning with the 2008-2009 contract year in an effort by the School District and GIEA to increase participation in the School District's group health insurance plan to eventually eliminate premium surcharges assessed by the group health and dental insurance carrier and paid by Faculty Members, to-wit:

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.

b. Election of Health and Dental Insurance Fringe Stipend/Health Reimbursement Account: Faculty members employed prior to the 2008-2009 school year having made an irrevocable election to not receive the Flat Base Salary and instead receive the "Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit", in addition to their Schedule Base compensation shall receive the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit set forth in paragraph 3.3.B; 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.

c. Declination of Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option. In consideration of the School District and Association agreeing to continue the Flat Base notwithstanding potential penalties under the Patient Protection and Affordable Health Care Act (PPACA), a Faculty Member electing to decline to participate in the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option (H&D/FS/HRA Option) set forth in paragraph 3.3.B. below shall not be permitted to decline to participate in the H&D/FS/HRA Option unless said Faculty Member has filed with the superintendent's office on the form attached hereto and incorporated herein as Appendix C an acknowledgement with the conditions of an "eligible opt out payment" as set forth in Treas. Prop. Reg. 26 CFR SS1.36B-2©(v)(A)(7), as may be amended from time to time.

3. Flat Base Salary – Faculty Members Whose Employment Commenced During the 2008-2009 school year and thereafter: Faculty Members whose employment commenced at any time during the 2008–2009 school year and thereafter, were not, and shall not be, eligible to receive a Flat Base Salary.

4. Flat Base Salary – Part-Time Faculty Members (Employees with an FTE of less than 1.0):

a. Part-Time Faculty Members Employed Prior to the 2008-2009 School Year: Faculty members employed prior to the 2008-2009 school year with an FTE of less than 1.0 may elect the Flat Base Salary or the H&D/FS/HRA Option provided under subparagraphs 3.3.A, 2. a. or b. above, on a prorated basis according to their FTE.

b. Part-Time Faculty Members Whose Employment Commenced During the 2009-2010 School Year: No Flat Base will be paid to Faculty Members with an FTE of less than 1.0 whose employment commenced with the 2008 – 2009 Contract Year and thereafter.

3.3.B Health and Dental Insurance/Fringe 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 as the Blue Preferred $1,050 Deductible/$3,800 deductible HSA-eligible Dual Choice Plan and EHA dental insurance plan described as the PPO - 100% part A, 75% part B with 50% C (option 2) coverage at the premium cost established annually for such insurance by the health insurance carrier selected by the School District to provide group health and dental insurance coverage annually; the School District's contribution toward the premium cost of health and dental insurance coverage and/or the fringe benefit stipend shall be

prorated for Faculty Members with an FTE (full-time-equivalency) of less than 1.0 on the basis of such FTE.

2. Faculty Members Employed Prior to the 2008-2009 School Year.

a. Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option – Full-Time Faculty Members (Employees with an FTE of 1.0 or more):

(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 $3,800 deductible HSA-eligible BC/BS EHA Health and Dental Insurance Plan, and 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 $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 $1,403.52, 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 2007-2008 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.(1) 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 $1,403.52, 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 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 $9,334.56) paid in twelve (12) equal installments during the 2022-2023 contract year.

(2) Full-Time Faculty Members Employed for the 2008-2009 school year and Thereafter Not Electing Health and Dental Insurance: Full-time Faculty Members employed for the 2008-2009 school year and thereafter electing not to enroll in the BC/BS EHA Health and Dental Plan shall not receive a fringe benefit stipend amount.

3.3.C Stipend(s) (paid as a supplemental)

1. Tenure Bonus – A Faculty Member who is hired on or after August 16, 2008 and thereafter achieves Permanent Certified Employee status pursuant to Neb. Rev. Stat. §§79-825, *et seq.* shall be entitled to receive a one-time bonus in the amount of $3,000.00, provided he or she continues to be employed by the District for the Contract Year following the year in which such permanent status is achieved. The bonus shall be paid, subject to applicable withholding, in a lump sum on the first payroll date after the date on which such Faculty Member achieves Permanent Certified Employee status.

2. Ph.D./Ed.D. Stipend – A Faculty Member who has received a Ph.D. or Ed.D. degree prior to August 16, 2002, shall be entitled to receive an annual stipend of $1,500.00 a year, starting with the 2002 – 2003 Contract Year, and continuing thereafter for each subsequent Contract Year, so long as said Faculty Member continues to be employed by the District. The Ph.D./Ed.D. stipend will be limited to degrees awarded from schools approved by the National Council for Teacher Education (NCTE) or the National Council on Accreditation for Teacher Education (NCATE). A Faculty Member who achieves a Ph.D. or Ed.D. degree on or after August 16, 2002, shall be entitled to receive a one-time stipend of $1,500.00, provided he or she continues to be employed by the District for the next following Contract Year. Said stipend shall be paid during the first Contract Year which commences on or after the date on which a Faculty Member shall receive such degree. Thereafter, the Faculty Member shall receive an annual stipend of $1,500.00 a year, so long as the Faculty Member continues to be employed by the District. The stipend provided for in this Section shall be subject to applicable withholding, and shall be paid in twelve (12) equal monthly installments in accordance with the District's usual and customary payroll practices.

3. Curriculum Hourly Rate: Staff who are approved to work on curriculum and related district activities outside of paid contract time will be paid an hourly rate of pay for time worked. The curriculum hourly rate will be set each year based upon the prior year indexed base salary that will result in automatic adjustment to the rate whenever the indexed base changes: Indexed Base BA Step 1/8*187) = $24.70 (Example; 2022-2023 Base salary at BA Step 1 = $36,946.92 ÷ 1,496 (8 hours per day x 187 contract days) = per hourly rate of $24.70). A group leader would receive $2.00 per hour more than the curriculum hourly rate, (i.e. $24.70+$2.00 =$26.70).

3.3.D IRS Code Section 125: The total compensation allowed in the schedule is available for selection of items on a pre-tax basis. The selection of the available options is made on an individual basis in advance of the plan year and in accordance with the Internal Revenue Service regulations. The Board shall maintain a qualified IRS Section 125 Plan.

3.3.E Part-Time Teachers: The salary of Faculty Members that work less than 1.0 FTE will be computed by multiplying the amount to which they would otherwise be entitled in the event they were employed on a 1.0 FTE basis by an actual percentage of their full-time equivalent employment status. In addition, part-time Faculty Members who fill in as substitutes in the same building and assignment (involving the same students) will be paid for the time actually worked in such substitute capacity at a rate which is equal to their prorated individual daily rate (an example is job-sharing in a classroom when the other instructor is absent).

3.3.F Nurses' Salary Schedule: Attached as part of Appendix A.

3.3.G Regular Staff Utilized as Substitutes: When regular Faculty Members are requested to use their normal planning time to supervise students they will be compensated at an hourly rate of 1/5 of the daily pay of a substitute (secondary level); or at the elementary level by adding up the actual minutes of plan time given up to substitute and figuring that as a % of a 7.5 hour duty day, and payable as a pro rata portion of the substitute teacher pay. Such pay would be payable in December and May.

3.3.H Longevity Increments: Longevity increments will be allowed in one percent (1%) increments, per year, under the following conditions:

1. The Faculty Member must have a minimum of twenty (20) years certified teaching experience in the District.

2. The Faculty Member must be placed on any of the MA columns.

3. The Faculty Members who are bottomed out will receive longevity increments of one percent (1%) per year starting with their 20th year of service in the District.

4. The maximum number of longevity increments a Faculty Member can accrue will be limited to eighteen (18) increments.

5. A longevity increment will be calculated by multiplying the Schedule Base times one-percent (1%).

4. Hiring Bonus: The district, at its sole discretion, will pay up to a $2,000 hiring bonus ($1.000 at the beginning of year 1 of employment, and $1,000 at the beginning of year 2 of employment) to staff newly hired to work during the 2022-2023 school year, and who are placed in a position (with appropriate endorsement) identified as "teacher shortage" by the Nebraska Department of Education, specifically with the following endorsements: Math 4-9, Math 7-12, Science 7-12, ELA 4-9, ELS 7-12, Special Education (including School Psych, SLP), ESL. Any staff member who is hired on a part time basis, will be eligible for payment of the hiring bonus on a pro rata basis according to their full time equivalency (FTE). The hiring bonus will not apply to any staff whose employment begins after June 1, 2025, unless both parties agree to an extension beyond June 1, 2025.

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 2022-2023 contract year, so that the fiscal impact and administrative impact can be evaluated. Any extension beyond 2022-2023 will need to be negotiated.

3.4 **Credit For Experience**: Faculty Members will receive credit for vertical placement on the salary schedule for up to ten (10) years of full time teaching experience.

ARTICLE IV
INSURANCE

4.1 **Health Insurance**: Subject to such underwriting requirements, including applicable percentage participation requirements, as are from time to time imposed by the carrier, the District shall make the Educators Health Alliance Blue Cross/Blue Shield Health and Dental Plan set forth in paragraph 3.3B above available to eligible Faculty Members during the contract year(s) covered by this agreement:

1. For purposes of determining eligibility, the certified teacher group will be divided into two (2) subgroups.

a. Subgroup #1 – Will be comprised of all certified teachers with an FTE of 1.0.

b. Subgroup #2 – Will be composed of all certified teachers with an FTE of at least 0.4 FTE and up to, but less than 1.0.

Each subgroup will be evaluated independent of each other against the EHA's participation guidelines for the purposes of determining applicable surcharges.

2. If a new health insurance vendor is to be considered, the decision will be a bilateral one.

3. Participation in EHA Group Plans: Both parties agree the EHA Health and Dental Plan(s) offered to certified staff each year will be set by mutual agreement of the board/administration and the negotiations team of GIEA. In the event an agreement cannot be reached, the plan from the prior year will carry forward. In the event premium surcharges are imposed by the health insurance carrier the payment of those surcharges will be bore by the plan participants.

4. Premium Surcharges Under the EHA Group Plan: The Board of Education and GIEA acknowledge that the School District has been informed by Blue Cross/Blue Shield of Nebraska (BCBSNE) on behalf of the Educators Health Alliance (EHA) that the GIEA certificated employee group does not meet the EHA underwriting rules denominated Underwriting Rule 1 and Underwriting Rule 2 requiring certain minimum enrollment of the members of the group for the 2009-2010 plan year and thereafter. The failure of the GIEA certificated employee group to meet the requirements of Underwriting Rule 1 and Underwriting Rule 2 has resulted in a determination to date by the EHA and BCBSNE that those Faculty Members electing insurance under the Section 125 plan shall be subject to a five percent (5%) premium rate surcharge under each such underwriting rule for the 2009-2010 plan year and thereafter.

5. The Board of Education and GIEA through the terms of this Master Agreement seek to increase enrollment in the EHA Group Plan(s) to achieve compliance with the minimum enrollment requirements of the EHA/BCBSNE underwriting rules while preserving the historical compensation structure for Faculty Members employed by the School District with an initial service date prior to May 30, 2008. To such end the Board of Education and GIEA hereby agree to the following bifurcated fringe benefit structure for Faculty Members for the 2009-2010 contract years as set forth below, and agree that such provisions shall be binding and continued for each of the above enumerated contact years unless amended by mutual agreement of the parties.

a. <u>Staff Employed Prior to May 30, 2008</u>: Participation in the EHA Group plan will remain optional until such time as the faculty member elects coverage in the District sponsored group health insurance plan under Article III.

b. Staff Employed After May 30, 2008: The School District will provide Employee (Individual) health and dental coverage. The employee will be enrolled in either the EHA $1,050 or $3,800 dual option deductible with PPO. If the employee elects dependent coverage, the employee will pay the additional premium through a Section 125 salary reduction agreement:

Subgroup #1 – For Faculty Members employed at any time prior to during the 2008-2009 school year enrollment in the BC&BS of NE (EHA) Health and Dental Insurance Plan is optional but once elected becoming irrevocable thereafter per section 3.3B.2.a.(1). Faculty Members employed for the 2008-2009 school year and thereafter; are required to enroll in the BC&BS of NE (EHA) "Employee" Blue Preferred Health and Dental coverage at the "employee" only coverage level.

Subgroup #2 – For all certified Faculty Members who are placed on subgroup #2 enrollment in the BC&BS of NE (EHA) Health and Dental Insurance Plan will be optional until such time as the faculty member elects coverage in the District sponsored group health insurance plan under Article III.

4.2 Long Term Disability Insurance: A group plan is made available to the Faculty Members and: (This coverage is required.)

A. Eligible Faculty Members must work a minimum of twenty (20) hours per week.
B. The benefit percentage is sixty percent (60%).
C. The elimination period is ninety (90) calendar days.
D. Both parties acknowledge the Long term Disability Insurance coverage requires 100% participation of all eligible employees. Furthermore, in the event of a claim for disability benefits, there is favorable IRS treatment of any benefits paid if the LTD premiums are paid by the employee.

Staff Employed Prior to May 30, 2008: The LTD premium will continue to be payroll deducted from the employees' salary, after receiving the flat base salary compensation.

Staff Employed After May 30, 2008: The LTD premium will be the responsibility of the employee and will be payroll deducted from the employees' salary on a monthly basis.

4.3 Life Insurance: A group plan is made available to the Faculty Members and (this coverage is optional):

A. Eligible Faculty Members must work a minimum of twenty (20) hours per week.
B. Coverage is available in increments of $25,000 with a maximum total coverage of $300,000 ($600,000 with matching AD&D benefit) effective September 1, 2016.

4.4 Catastrophic Insurance: (This coverage is optional.) Plans are made available to the Faculty Members for payroll deduction by the employee. In order to add a catastrophic insurance carrier, a minimum of five (5) staff members must use payroll deduction with the carrier.

ARTICLE V
LEAVES

5.1 **Personal Leave**: Subject to the terms and conditions hereinafter set forth, each Faculty Member shall be entitled to up to three (3) full pay personal leave days per contract year.

5.1.1 **Personal Leave**: Three (3) days shall be available for a Faculty Member with full pay and shall not require the Faculty Member to state a specific reason for which the leave day is requested.

A. Each personal day shall be subject to the following criteria:

1. Except in the case of a bonafide emergency, a Faculty Member shall make application for personal leave at least seven (7) calendar days prior to the date on which he or she desires to be absent.

2. The administration, in writing, shall have the prerogative to not approve a request for personal leave, based on availability of substitutes, or educational needs of the District.

3. Personal leave shall not be available on the day immediately prior to or the day immediately following a scheduled holiday or vacation (teacher comp day excluded), nor except in the case of a bonafide emergency during the first five (5) contract days or the last five (5) contract days. The Human Resources Director may grant exceptions to this paragraph.

4. No more than three (3) personal days may be taken by any one (1) Faculty Member during any one (1) contract year.

5. Personal leave days shall not accumulate from year to year.

6. Personal leave that remains unused at the end of the contract year will be added to the Staff Member's sick leave accrual for use under the provisions of paragraph **5.2 Sick Leave**.

B. Discretionary Leave: Absences which require a leave of two (2) hours or less would be granted at the discretion of the building principal or supervisor. Preference will be given for absences for attendance at school functions for Faculty Members whose immediate families are involved. Faculty Members will be responsible for obtaining qualified replacements. Absences are eligible for discretionary leave only if the absence generates no costs to the District. The Director of Personnel may grant exceptions to this paragraph.

5.2 **Sick Leave**: A full-time Faculty Member shall be eligible for ten (10) full days of paid leave each contract year for injury or illness. Part-time Faculty Members receive sick leave on their prorata (full-time equivalency) basis. If a Faculty Member has been absent less than ten (10) days during a contract year, the difference shall be cumulative to a total of ninety (90) days maximum. Up to a maximum of ninety (90) days can be utilized by a Faculty Member during any one (1) contract year.

The District has the right to require a certificate of a physician confirming that the absence was due to illness in the event the illness exceeds three (3) days.

Faculty Members are allowed to use, from their accumulated sick leave, up to a maximum of ten (10) days before personal leave days are used, for an illness of a spouse, son, daughter, mother, father, grandparent, mother-in-law, father-in-law, or other person living in the home as a family member and/or to attend the birth of a child or grandchild when the delivering mother is: (i) the spouse of a Faculty Member, (ii) a dependent daughter; (iii) a non-dependent daughter; or (iv) a daughter-in-law, provided that an absence in excess of three (3) days to attend the birth of a child of a Faculty Member's spouse or dependent daughter shall require a physician's statement and absence in excess of three (3) days to attend the birth of a child of a non-dependent daughter or daughter-in-law shall be permitted only when severe medical conditions exist.

5.3 Leave of Absence Without Pay for the Purpose of Career Development: A Faculty Member who has five (5) consecutive years of service may be granted a leave of absence for up to one (1) year to accept employment elsewhere provided that supportive recommendations are secured from the building principal and the superintendent, and if a suitable replacement can be found.

Guidelines and regulations include:

1. A Faculty Member on leave of absence shall not receive credit toward advancement on the salary schedule during the period of his/her leave, nor shall such time count as years of service for the purpose of acquiring permanent tenure or credit toward retirement.

2. If a Faculty Member on leave of absence remains away from duty beyond the expiration date of the leave or renewal of leave, any offer of a position shall be canceled by such failure to return.

3. Faculty members, when granted leaves of absence, shall not be guaranteed immediate reemployment.

4. The reduction in wages under this policy will be prorated on the basis of contract days missed. This computation will involve all monetary benefits provided by the District.

5. Continuity of instruction for students will be the fundamental concern of this District as Faculty Members return to work from a requested leave of absence. This will mean that, as far as practicable, terms of instruction will not be interrupted.

5.4 Bereavement Leave: A total of not more than five (5) consecutive work days on full pay is allowed each Faculty Member for absence in case of death in the immediate family for the purpose of attending the funeral or attending to matters relating to the death. Immediate family will be defined as; Spouse, child, child-in-law, parent, parent-in-law.

A total of not more than three (3) consecutive work days on full pay is allowed for each Faculty Member for absence in case of death of other immediate family for the purpose of attending the

funeral or attending to matters related to the death. Other immediate family will be defined as sibling, sibling-in-law, grandparent, grandparent in-law, grandchildren, or person(s) living in the same home as part of the family.

Immediate family and other immediate family bereavement leave is not limited to five (5) or three (3) days respectively in any one (1) year, but covers each death in either the immediate family or other immediate family which occurs during the contract year.

A total of not more than three (3) consecutive work days on full pay is allowed for each Faculty Member for absence in case of death of extended family members for the purpose of attending the funeral or attending to matters related to the death. Only three (3) days per year are allowed to cover deaths in the extended family, provided, however, that employees may, for purposes of this policy, carry forward up to a maximum of one (1) day of unused extended family bereavement leave from year to year to attend funerals of extended family members. Extended family will be defined as aunt, uncle, niece, and nephew. Staff may use up to one (1) day per year of their extended family bereavement leave for attending the funeral of a close family friend.

5.5 Catastrophic Leave:
Faculty Members who suffer a catastrophic illness during the course of a contract year and whose sick and other leaves have been exhausted shall be eligible for sub-deduct leave for the duration of the illness or until eligible for disability insurance.

Faculty Members whose spouse or child suffers a catastrophic illness during the course of a contract year and other leaves have been exhausted shall be eligible for sub-deduct leave for the duration of the illness or remainder of the contract year, whichever comes first.

Catastrophic Leave is not intended as a means to obtain additional paid leave once an individual has exhausted unused sick leave. Instead, the purpose of catastrophic leave is to provide additional paid leave in case of sudden, unforeseen illness or disability of indeterminate duration. As such, catastrophic leave, when it is justified, will be granted by the Administration in its reasonable discretion. For either subsection of this Section 5.5 the Board may request a doctor's statement explaining the nature and expected duration of the illness.

5.6 Adoption Leave:

1. A paid benefit up to twenty (20) days, from accumulated sick leave, will be available for Faculty Members that relates to the adoption of a child.

2. The benefit of twenty (20) days will apply if the employee has accumulated twenty (20) days of sick leave.

5.7 Association Leave

1. Grand Island Public Schools will provide a maximum of three days of association leave for an member of the GIEA to attend association related conferences and events. The GIEA will provide reimbursement to the district for all expenses incurred for these days, including but not limited to: teacher daily compensation rate (including benefits) and substitute coverage expenses.

ARTICLE VI
ELEMENTARY PREPARATION TIME

6.1 Elementary Faculty Members will receive at least a half-day of planning to prepare for report cards. These days will coincide with the end of the 1st and 2nd trimester. Final grade reports shall be turned in to the office prior to the Faculty Member leaving on their last contract day.

ARTICLE VII
EXTRA-STANDARD COMMITTEE

7.1 A standing committee called the "Extra-Standard Committee" will meet annually, as necessary, and will recommend necessary changes in extra duty pay. Such recommendations shall be made following the completion of negotiations and before the tentative School District budget is finalized. The Board reserves the right to accept, reject, or modify any recommendations from this committee.

The committee shall consist of:

Superintendent of Schools, or a designee
Senior High Administrator
Barr Middle School Administrator
Walnut Middle School Administrator
Westridge Middle School Administrator
Elementary Administrator
A member of the Board
Two coaches selected by the Coaches' Association
Two non-coaches on the extra-standard schedule, to be selected by non-coaches on the extra-standard schedule
Two GIEA members who are not on the extra-standard schedule appointed by the President of GIEA
Athletics Director
Activities Director

Any member who cannot attend a meeting may choose an alternate to represent them.

ARTICLE VIII
PROFESSIONAL GROWTH REQUIREMENTS FOR FACULTY MEMBERS

(Attached as Appendix B)

ARTICLE IX

Article IX is not currently being used and is held in sequence as a placeholder for possible future use.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Term: This contract shall be effective upon approval by a vote of the GIEA membership and a vote of the Board of Education and shall remain in effect for a period of twelve (12) months or until the commencement of the 2023–2024 school year, whichever occurs first. In the event that a new contract has not been negotiated for the 2023–2024 Contract Year, the terms of this contract shall continue thereafter in force until a new contract is ratified and signed by the parties, providing that Faculty Members shall not receive any increases in compensation in the form of longevity increments or vertical or horizontal movement on the salary schedule until said new contract is ratified and signed, and then all such increases shall be implemented only in conformity with the terms of such new contract.

10.2 Effect of Agreement: Except as is otherwise expressly provided for herein, the compensation and benefits of Faculty Members who are members of the bargaining unit represented by the GIEA and employed by the District during the term of this contract shall be determined pursuant to the salary schedule and other terms and conditions set forth in this agreement.

10.3 Separability: In the event that any provisions of this agreement or any part thereof, is for any reason found by a court to be in violation of the state or federal constitutions, statutes, or regulations, or to be otherwise unenforceable, the remainder of this agreement, and each other provision or part thereof shall remain in full force and effect.

10.4 The GIEA recognizes the District's prerogative to extend or reduce the length of the school year subject to the obligation of the District to negotiate with GIEA regarding the economic consequences of such a decision. In that regard, the parties agree that so long as the Contract Year is composed of 186 or more days the Faculty Members will receive the equivalent of one meeting-free day devoted to classroom preparation prior to commencement of classes.

10.5 The parties hereby agree that the Tenure Bonus provided for in Section 3.3.C(1) above shall not be considered for purposes of computing total Faculty Member compensation for comparability purposes. The parties further agree that the Ph.D. or Ed.D. stipend, as provided for in Section 3.3.C(2) above shall be included when computing total Faculty Member compensation for comparability purposes.

10.6 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 the mutual agreement set forth in writing and signed by the parties hereto.

10.7 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, discretion, 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, powers, discretion, authority or prerogative.

10.8 The parties agree to continue with a committee, comprised of equal representation of board of education members, GIPS Administration, and representatives from the 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.

10.9 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.)

10.10 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 wavier of any such right, power, discretion authority or prerogative.

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

Hall County School District 40-0002, a/k/a Grand Island Public School District	**Grand Island Education Association (GIEA)**
Dated this ??th day of ???, 2022	**Dated this ??th day of ???, 2022**
By: _____ **President, Board of Education** **Attest:** _____ **Secretary, Board of Education**	**By:** _____ **President, GIEA** **Attest:** _____ **Chief Negotiator, GIEA**

$36,946.92 **Base Salary - Indexed ~**
$ 9,334.56 **Base Salary - Flat ¥**
$ 46,281.48 **Total**

STEP	Lane											
	BA + 00	**BA + 09**	**BA + 18**	**BA + 27**	**BA + 36**	**MA + 00****	**MA + 09****	**MA + 18****	**MA + 27****	**MA + 36****	**MA + 45****	**Nurses**
1 @	BA/1 100.00% $36,946.92 $46,281.48 N/A	BA9/1 105.00% $38,794.27 $48,128.83 0x5	BA18/1 110.00% $40,641.61 $49,976.17 0x5	BA27/1 115.00% $42,488.96 $51,823.52 0x5	BA36/1 120.00% $44,336.30 $53,670.86 0x5	MA/1 130.00% $48,031.00 $57,365.56 0x5	MA9/1 135.00% $49,878.34 $59,212.90 0x5	MA18/1 140.00% $51,725.69 $61,060.25 0x5	MA27/1 145.00% $53,573.03 $62,907.59 0x5	MA36/1 150.00% $55,420.38 $64,754.94 0x5	MA45/1 155.00% $57,267.73 $66,602.29 0x5	$39,339 100.00% $39,339.26
2	BA/2 104.00% $38,424.80 $47,759.36 4x0	BA9/2 109.00% $40,272.14 $49,606.70 4x5	BA18/2 114.00% $42,119.49 $51,454.05 4x5	BA27/2 119.00% $43,966.83 $53,301.39 4x5	BA36/2 124.00% $45,814.18 $55,148.74 4x5	MA/2 134.00% $49,508.87 $58,843.43 4x5	MA9/2 139.00% $51,356.22 $60,690.78 4x5	MA18/2 144.00% $53,203.56 $62,538.12 4x5	MA27/2 149.00% $55,050.91 $64,385.47 4x5	MA36/2 154.00% $56,898.26 $66,232.82 4x5	MA45/2 159.00% $58,745.60 $68,080.16 4x5	$39,339 104.50% $41,109.52
3	BA/3 108.00% $39,902.67 $49,237.23 4x0	BA9/3 113.00% $41,750.02 $51,084.58 4x5	BA18/3 118.00% $43,597.37 $52,931.93 4x5	BA27/3 123.00% $45,444.71 $54,779.27 4x5	BA36/3 128.00% $47,292.06 $56,626.62 4x5	MA/3 138.00% $50,986.75 $60,321.31 4x5	MA9/3 143.00% $52,834.10 $62,168.66 4x5	MA18/3 148.00% $54,681.44 $64,016.00 4x5	MA27/3 153.00% $56,528.79 $65,863.35 4x5	MA36/3 158.00% $58,376.13 $67,710.69 4x5	MA45/3 163.00% $60,223.48 $69,558.04 4x5	$39,339 109.00% $42,879.79
4	BA/4 114.00% $42,119.49 $51,454.05 6x0	BA9/4 119.00% $43,966.83 $53,301.39 6x5	BA18/4 124.00% $45,814.18 $55,148.74 6x5	BA27/4 129.00% $47,661.53 $56,996.09 6x5	BA36/4 134.00% $49,508.87 $58,843.43 6x5	MA/4 144.00% $53,203.56 $62,538.12 6x5	MA9/4 149.00% $55,050.91 $64,385.47 6x5	MA18/4 154.00% $56,898.26 $66,232.82 6x5	MA27/4 159.00% $58,745.60 $68,080.16 6x5	MA36/4 164.00% $60,592.95 $69,927.51 6x5	MA45/4 169.00% $62,440.29 $71,774.85 6x5	$39,339 113.50% $44,650.06
5	BA/5 120.00% $44,336.30 $53,670.86 6x0	BA9/5 125.00% $46,183.65 $55,518.21 6x5	BA18/5 130.00% $48,031.00 $57,365.56 6x5	BA27/5 135.00% $49,878.34 $59,212.90 6x5	BA36/5 140.00% $51,725.69 $61,060.25 6x5	MA/5 150.00% $55,420.38 $64,754.94 6x5	MA9/5 155.00% $57,267.73 $66,602.29 6x5	MA18/5 160.00% $59,115.07 $68,449.63 6x5	MA27/5 165.00% $60,962.42 $70,296.98 6x5	MA36/5 170.00% $62,809.76 $72,144.32 6x5	MA45/5 175.00% $64,657.11 $73,991.67 6x5	$39,339 118.00% $46,420.32
6	BA/6 126.00% $46,553.12 $55,887.68 6x0	BA9/6 131.00% $48,400.47 $57,735.03 6x5	BA18/6 136.00% $50,247.81 $59,582.37 6x5	BA27/6 141.00% $52,095.16 $61,429.72 6x5	BA36/6 146.00% $53,942.50 $63,277.06 6x5	MA/6 156.00% $57,637.20 $66,971.76 6x5	MA9/6 161.00% $59,484.54 $68,819.10 6x5	MA18/6 166.00% $61,331.89 $70,666.45 6x5	MA27/6 171.00% $63,179.23 $72,513.79 6x5	MA36/6 176.00% $65,026.58 $74,361.14 6x5	MA45/6 181.00% $66,873.93 $76,208.49 6x5	$39,339 122.50% $48,190.59
7	BA/7 132.00% $48,769.93 $58,104.49 6x0	BA9/7 137.00% $50,617.28 $59,951.84 6x5	BA18/7 142.00% $52,464.63 $61,799.19 6x5	BA27/7 147.00% $54,311.97 $63,646.53 6x5	BA36/7 152.00% $56,159.32 $65,493.88 6x5	MA/7 162.00% $59,854.01 $69,188.57 6x5	MA9/7 167.00% $61,701.36 $71,035.92 6x5	MA18/7 172.00% $63,548.70 $72,883.26 6x5	MA27/7 177.00% $65,396.05 $74,730.61 6x5	MA36/7 182.00% $67,243.39 $76,577.95 6x5	MA45/7 187.00% $69,090.74 $78,425.30 6x5	
8						MA/8 168.00% $62,070.83 $71,405.39 6x5	MA9/8 173.00% $63,918.17 $73,252.73 6x5	MA18/8 178.00% $65,765.52 $75,100.08 6x5	MA27/8 183.00% $67,612.86 $76,947.42 6x5	MA36/8 188.00% $69,460.21 $78,794.77 6x5	MA45/8 193.00% $71,307.56 $80,642.12 6x5	
9						MA/9 174.00% $64,287.64 $73,622.20 6x5	MA9/9 179.00% $66,134.99 $75,469.55 6x5	MA18/9 184.00% $67,982.33 $77,316.89 6x5	MA27/9 189.00% $69,829.68 $79,164.24 6x5	MA36/9 194.00% $71,677.02 $81,011.58 6x5	MA45/9 199.00% $73,524.37 $82,858.93 6x5	
10										MA36/10 200.00% $73,893.84 $83,228.40 6x5	MA45/10 205.00% $75,741.19 $85,075.75 6x5	
11										MA36/11 206.00% $76,110.66 $85,445.22 6x5	MA45/11 211.00% $77,958.00 $87,292.56 6x5	

INDEX:

** Beginning with the 01-02 contract, retroactive to the 93-94 contract year, a one percent (1%) longevity step is added to all MA columns. Twenty (20) years of service in the District is required to be eligible for a longevity step. Additional longevity steps may be earned each year, with an eighteen percent (18%) maximum longevity increment.

~ Beginning with the 02-03 contract Salary Schedule is based upon 186 days. Beginning with the 08-09 contract Salary Schedule is based upon 187 days.

~ Beginning with the 02-03 contract there is an annual stipend for Faculty Members who earn an Ed.D. or Ph.D.

¥ Beginning with the 13-14 contract, staff employed prior to 08-09 contract year and not enrolled in health insurance. Otherwise, district paid employee health and dental insurance plus the balance to $9,334.48 as a "Fringe Benefit Stipend" (must be enrolled in district sponsored health and dental insurance to receive any benefit).

APPENDIX B
PROFESSIONAL GROWTH REQUIREMENTS FOR FACULTY MEMBERS

In accordance with NE Rev. Statute 79-830, certified staff will show evidence of professional growth every 6 years (as required by NEB Rev. Statutes 79-830). The 6 year professional growth period will be the most recent 6 years of employment (6 year look back) from Sept 1 every year.

Professional growth can be achieved by:
1. *Completing college classes (graduate or undergraduate) for credit,*
2. *Showing growth via the individual teacher's' annual Growth Plan.*

Certified staff who have taken college classes for credit, will have transcripts submitted to the Human Resources Dept. as evidence of professional growth.

Certified staff will submit a growth plan annually, through the district performance management system, for approval by their supervisor. At the end of each year, growth results will be gathered by Human Resources to record in the teacher's professional growth record.

Action steps identified by the certified staff member will include participation in district professional development activities which support the growth goal.

Certified staff who have demonstrated growth in at least 3 of the most recent 6 years (as evidenced by their Growth Plans), or who have successfully completed at least 6 hours of college credit (graduate or undergraduate) will be considered to have met their professional growth requirement.

In the event a teacher needs to use a combination of college credit and growth plans to achieve professional growth, a total to 30 Professional Growth points will be required, and awarded as follows:
- *5 points for each hour of college credit*
- *10 points for each growth plan that shows growth over the course of the year.*

Staff who are frozen on the salary schedule, as of the 2017-2018 contract year, due to not meeting professional growth requirements, can become unfrozen by:
1. *Accumulating sufficient points under the current program (in place during the 16-17 school year), or*
2. *Meeting the revised requirements under the new program as outlined above.*

Revised: 2018-2019 Master Negotiated Agreement

I, _____, knowingly and voluntarily decline to enroll or participate in the Grand Island Public School District's (the "District") health insurance. Instead, I knowingly and voluntarily elect to accept a Flat Base Salary or "opt-out" payment of $_____ (the "Opt-Out Payment"). In doing so, I swear and affirm, that the following are true and accurate:

1. I understand that, by declining to enroll in the District's health insurance, I may be assessed taxes, penalties or fines by the IRS for failing to have health insurance but, knowing this, I nevertheless decline to enroll in the District's insurance plan.

2. I, along with all other individuals for whom I reasonably expect to claim a personal exemption deduction for the taxable year or years that begin or end in or with the District's plan year to which the Opt-Out Payment arrangement applies (my "expected tax family") have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the Opt-Out Payment arrangement applies.

3. I understand that the District will not, under any circumstance, make any Opt-Out Payment to me if the District knows or has reason to know that I, or any other member of my expected tax family, do not have or will not have the alternative coverage.

4. I understand that, by declining to enroll in the District's health insurance program and, instead, electing to receive an Opt-Out Payment, that, subject to limited circumstances, I may not be eligible to enroll in the District's health insurance after the District's annual open enrollment period ends. I further understand and acknowledge that, if I lose my health insurance from the alternative source after the District's annual open enrollment period ends, I may not be able to enroll in the District's health insurance until the District's subsequent annual open enrollment period. Notwithstanding the foregoing, I still voluntarily and knowingly desire to forego health insurance through the District and elect to receive an Opt-Out Payment.

5. I recognize that, if the District is ever fined or penalized under the Affordable Care Act as a result of my declination to enroll in the District's health insurance, then the District, in its discretion, may refuse to allow me to receive an Opt-Out Payment in the future.

6. If any of the statements in this document are not true or accurate, then I will inform the District before signing the document. If any of the statements in this document become untrue or inaccurate in the future, I agree to advise the District as soon as I am reasonably able to do so.

Dated this ___ day of _____, 20__.

_____
[Print Your Name]

_____
[Sign Your Name]

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Sixth day of May in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

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

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

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

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

for the following Project:
(Name, location and detailed description)

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

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

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
Telephone Number: (402) 476-1273
Fax Number: (402) 476-1274

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[**X**] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: August 5, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All Work	August 5, 2023

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty One Thousand Dollars and Zero Cents ($ 1,631,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 - Chiller Removal and Replacement	$161,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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(3B9ADA3A)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lisa Albers
Hall County School District 2
Grand Island Public Schools
123 South Webb Road, PO Box 4904
Grand Island, NE 68802
Phone Number: (308) 385-5900

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Russ Giesenhagen
Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Performance Bond - 100% of Contract Amount
Labor & Material Payment Bond - 100% of Contract Amount

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Exhibit A - Sheet Index

Number	Title	Date
See Sheet CS of Drawings	Sheet Index	March 24, 2022

.6 Specifications

Section	Title	Date	Pages
Knickrehm Elementary School HVAC Renovations Project Manual & Specifications		March 24, 2022	128

.7 Addenda, if any:

Number	Date	Pages
1	April 21, 2022	4
2	April 25, 2022	1

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Lisa Albers, Grand Island Public Schools Board President	Russ Giesenhagen, President
(Printed name and title)	*(Printed name and title)*

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EXHIBIT A

SCHEDULE OF DRAWINGS

Architectural

A.1	FIRST FLOOR - DEMOLITION PLAN
A.2	FIRST FLOOR - FLOOR PLAN
A.3	FIRST FLOOR - REFLECTED CEILING PLAN
A.4	SPECIFICATIONS
A.5	SPECIFICATIONS
A.6	SPECIFICATIONS

Mechanical

M1.1	FIRST FLOOR - MECHANICAL DEMOLITION PLAN
M2.1	FIRST FLOOR - MECHANICAL PLAN
M3.1	FIRST FLOOR - HVAC PLAN
M4.1	MECHANICAL DETAILS AND SCHEMATICS
M4.2	MECHANICAL SPECIFICATIONS, SCHEDULES AND SYMBOLS

Electrical

E1.1	FIRST FLOOR - ELECTRICAL DEMOLITION PLAN
E2.1	FIRST FLOOR - LIGHTING PLAN
E3.1	FIRST FLOOR - ELECTRICAL PLAN
E4.1	ELECTRICAL SPECIFICATIONS AND SYMBOLS

Additions and Deletions Report for
AIA® Document A101® – 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 18:51:50 ET on 05/26/2022.

PAGE 1

AGREEMENT made as of the Twenty Sixth day of May in the year Two Thousand Twenty Two

...

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

...

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

...

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
Telephone Number: (402) 476-1273
Fax Number: (402) 476-1274

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date: August 5, 2023

...

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All Work August 5, 2023

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty One Thousand Dollars and Zero Cents ($ 1,631,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 - Chiller Removal and Replacement $161,000.00

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Ten Percent (10%)

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Lisa Albers
Hall County School District 2
Grand Island Public Schools
123 South Webb Road, PO Box 4904
Grand Island, NE 68802
Phone Number: (308) 385-5900

...

Russ Giesenhagen
Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

PAGE 7

Performance Bond - 100% of Contract Amount
Labor & Material Payment Bond - 100% of Contract Amount

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Exhibit A - Sheet Index

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	See Sheet CS of Drawings	Sheet Index	March 24, 2022

...

	Knickrehm Elementary School HVAC Renovations Project Manual & Specifications	March 24, 2022	128

...

1	April 21, 2022	4
2	April 25, 2022	1

PAGE 8

Lisa Albers, Grand Island Public Schools Board President	Russ Giesenhagen, President

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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 18:51:50 ET on 05/26/2022 under Order No. 2114236731 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Construction Administrator

(Title)

May 26, 2022

(Dated)

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EXHIBIT A

SCHEDULE OF DRAWINGS

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A.2	FIRST FLOOR - FLOOR PLAN
A.3	FIRST FLOOR - REFLECTED CEILING PLAN
A.4	SPECIFICATIONS
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Mechanical

M1.1	FIRST FLOOR - MECHANICAL DEMOLITION PLAN
M2.1	FIRST FLOOR - MECHANICAL PLAN
M3.1	FIRST FLOOR - HVAC PLAN
M4.1	MECHANICAL DETAILS AND SCHEMATICS
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Electrical

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E4.1	ELECTRICAL SPECIFICATIONS AND SYMBOLS

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Sixth day of May in the year Two Thousand Twenty Two *(In words, indicate day, month and year.)*

for the following **PROJECT**:
(Name and location or address)

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

THE OWNER:
(Name, legal status and address)

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

THE CONTRACTOR:
(Name, legal status and address)

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] § **A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Five Million Dollars and Zero Cents ($ 5,000,000.00) general aggregate, and Five Million Dollars and Zero Cents ($ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) 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.

§ A.3.2.4 The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

(Paragraphs Deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es)

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next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] § **A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] § **A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

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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 18:59:50 ET on 05/26/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Sixth day of May in the year Two Thousand Twenty Two

...

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

...

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

...

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Five Million Dollars and Zero Cents ($ 5,000,000.00) general aggregate, and Five Million Dollars and Zero Cents ($ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) 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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§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

...

~~**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

...

~~**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

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Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

Hall County School District 2
d/b/a Grand Island Public Schools (GIPS)
PO Box 4904
Grand Island, NE 68802

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

Perry Reid Construction
2930 Ridge Line Road, Suite 116
Lincoln, NE 68516
Ph: 402.413.2280

for the following Project:
(Name, location and detailed description)

GI21127
GIPS Senior High Additions & Renovation
2124 N. Lafayette
Grand Island, NE

The Work includes additions and renovations of the existing High School consisting of expanded cafeteria and band room space and renovations of the existing main entries for Grand Island Public Schools.

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

Cannon Moss Brygger & Associates P.C.
dba CMBA Architects
319 SW 5th Street, Suite 102
Grand Island, NE 50309

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 08/01/2023.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable (N/A)	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Six Hundred Eighty-Nine Thousand Seven Hundred Dollars and zero cents ($ 3,689,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Changes to the Work

A. When Architect establishes that the method of valuation of Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   1. **10%** percent overhead and profit on the net cost of our own Work.
   2. **10% percent on 2nd tier Subcontractors.**
   3. **5%** percent on the cost of work done by any Subcontractor with 2nd tier subcontractors.

B. Markup for overhead and profit shall be based on the quotation amount submitted and approved only.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable (N/A)	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
(N/A)		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
(N/A)	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
(N/A)		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

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§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **first** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **last** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **thirty** (**30**) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per Spec. Section 01 02 00, Article 1.02.A Article 5.18 "Reduction or limitation of retainage.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

(N/A)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Architect.
3. The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project by the School Board (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(N/A)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

in the DISTRICT COURT OF HALL COUNTY NEBRASKA.

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

(N/A)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Dan Petsch
Hall County School District 2
Grand Island Public Schools
123 S. Webb Road, PO Box 4904
Grand Island, NE 68802-4904
Ph: 308.385.5900
Email: dpetsch@gips.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ben Velinsky, President
Perry Reid Construction
(see address above)
Ph: 402.413.2280
Email: bvelinsky@buildprc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the General Conditions, , and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the General Conditions, and elsewhere in the Contract Documents.

§ 8.6
(Paragraphs deleted)
Other provisions:

Substantial Completion shall be defined as Completion of AIA Document G704 Substantial Completion by the Architect and issuance of Certificate of Occupancy by the City of Grand Island.

(Paragraphs deleted)
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, REPLACED BY Spec Section 01 02 00 - General Conditions
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Drawings

Exhibit A – Sheet Index

Number	Title	Date
See Sheet T.01 of Drawings	Sheet Index	March 21, 2022

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.5 Specifications

See Exhibit B – Section 00 01 10 – Table of Contents (Page 1 thru 4)

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
One	4.04.22	55
Two	4.13.22	29

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

(N/A)

[ ] The Sustainability Plan:

Title	Date	Pages
(N/A)		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
(N/A)			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

(N/A)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Lisa Albers, Board President	Ben Velinsky, President
(Printed name and title)	*(Printed name and title)*

Init.

/

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COORDINATING PROFESSIONAL SEAL

ARCHITECT
MATTHEW J. KREUTZER
A-4977
STATE OF NEBRASKA

REVISIONS

NO.	DESCRIPTION	DATE

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DATE: 03-21-2022
PROJECT GI211127

TITLE

SENIOR HIGH ADDITIONS & RENOVATIONS
GRAND ISLAND PUBLIC SCHOOLS
GRAND ISLAND, NEBRASKA

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21 05 00 COMMON WORK RESULTS FOR FIRE SUPPRESSION
21 13 00 FIRE-SUPPRESSION SPRINKLER SYSTEMS

DIVISION 22 - PLUMBING

22 00 50 GENERAL PLUMBING PROVISIONS
22 05 01 CLOSEOUT SUBMITTALS FOR PLUMBING
22 05 53 IDENTIFICATION FOR MECHANICAL PIPING AND EQUIPMENT
22 07 19 PLUMBING PIPING INSULATION
22 10 05 PLUMBING PIPING
22 10 06 PLUMBING PIPING SPECIALTIES

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 00 50 GENERAL MECHANICAL PROVISIONS
23 05 01 CLOSEOUT SUBMITTALS FOR HVAC
23 05 02 DEMONSTRATION AND TRAINING FOR HVAC SYSTEMS
23 05 13 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
23 05 53 IDENTIFICATIO000N FOR HVAC PIPING AND EQUIPMENT
23 05 93 TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13 DUCT INSULATION
23 08 00 TESTING AND VERIFICATION OF PLUMBING, MECHANICAL, AND HVAC SYSTEMS
23 09 13 INSTRUMENTATION AND CONTROL DEVICES FOR HVAC
23 09 23 DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC
23 09 93 SEQUENCE OF OPERATIONS FOR HVAC CONTROLS
23 21 13 HYDRONIC PIPING
23 21 14 HYDRONIC SPECIALTIES
23 25 00 HVAC WATER TREATMENT
23 31 00 HVAC DUCTS AND CASINGS
23 33 00 AIR DUCT ACCESSORIES
23 37 00 AIR OUTLETS AND INLETS
23 74 13 PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS
23 81 01 TERMINAL HEAT TRANSFER UNITS
23 81 46 WATER-SOURCE UNITARY HEAT PUMPS

DIVISION 26 - ELECTRICAL

26 01 01 COMMON ELECTRICAL WORK
26 05 19 CONDUCTORS AND CABLES
26 05 26 GROUNDING AND BONDING
26 05 29 HANGERS AND SUPPORTS
26 05 33.13 CONDUIT FOR ELECTRICAL SYSTEMS
26 05 33.23 SURFACE RACEWAYS FOR ELECTRICAL SYSTEMS
26 05 33.16 BOXES FOR ELECTRICAL SYSTEMS
26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 08 10 TESTING AND VERIFICATION FOR ELECTRICAL SYSTEMS
26 09 23 LIGHTING CONTROL DEVICES

26 05 83 WIRING CONNECTIONS
26 27 26 WIRING DEVICES
26 28 13 FUSES
26 28 16.16 ENCLOSED SWITCHES
26 51 00 INTERIOR LIGHTING
26 56 00 EXTERIOR LIGHTING

DIVISION 27 - COMMNICATIONS

27 10 05 STRUCTURED CABLING FOR VOICE AND DATA
27 51 17 BAND ROOM AND CAFETERIA A/V SYSTEM
27 51 24 INTERCOM SYSTEM

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 13 53 IP DOOR VIDEO/AUDIO SYSTEM
28 31 11 ADDRESSABLE FIRE ALARM SYSTEM

DIVISION 31 – EARTHWORK

31 31 16 TERMITE CONTROL

Emergency Operations Plan

Transition to an Incident Command System

Objectives

1. Understanding of the Reason for transition to a Incident Command System
2. Introduction to the Digital updates associated with the EOP
3. Improvement to Drills, Exercises and Assessments with EOP
4. Answer any questions

Emergency Operations Plan vs Safety and Security Manual

1. Emergency Operations Plan parallels Local and State Emergency Management Systems.
2. Standard Response Protocol for emergency central to all drills, exercises and guidance.
3. Nebraska Department of Education strongly recommends the use of an Emergency Operations Plan with a Continuum of Operations Plan (COOP).
4. Helps streamline response and decision making with timely responses to stakeholders (School Board).

EOP Digital Format

1. Instantaneous updated changes to Plan
2. Link data access for Stakeholders and Assessment/Inspectors
3. Quicker response time and accountability for Inspections/Assessments
4. Allows for easier implementation of updates, additions and reviews.
5. Saves on printing cost

Drills/Exercises/Assessments

1. Drills
    a. Minimum standard guidance for each building
    b. Instant recording of drill compliance
    c. Allows Assessors (Law Enforcement, NDE, Fire Marshal and Insurance access to records)
2. Exercises
    a. ICS allows for sectional training for each group (reduces employee time away from buildings)
    b. Tabletop exercises, Practical exercises and focused exercises
3. Assessments
    a. Digital (easy and instantaneous access)
    b. EOP is part of NDE’s assessment
    c. EOP is part of Insurance assessment
    d. EOP is part of GIPD assessment

Questions

Changes to the 2022 2023 Student Handbook

Parent Student Handbook 2021 2022

Page 6 **Time and Space for Student Prayer**
GISH Process: (use same narrative)
Other School Processes:
Students and families may work with their building principal to secure time and space for prayer

Page 10 Breakfast and Lunch Fees

2022-2023 Meal/Milk Prices	Full Price	Reduced Price
Elementary Breakfast	$2.25	$.30
Elementary Lunch	$2.80	$.40
Elementary Milk	$0.50	n/a
No reduced price for milk		
Middle School Breakfast	$2.25	$.30
Middle School Lunch	$3.00	$.40
Secondary Milk	$0.50	n/a
No reduced price for milk		
Senior High Breakfast	N/C	N/C

Senior High Lunch	$3.10	$.40
Secondary Milk	$0.50	n/a
No reduced price for milk		
Adult Breakfast	$2.60	n/a
Adult Lunch	$4.00	n/a

Page 11 - replacement statement

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at 202-720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling 866-632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   833-256-1665 or 202-690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

Page 12 8312 Excessive Absenteeism

d. Investigation of the problem by a school social worker (or principal or administrative staff member) to identify conditions contributing to the excessive absenteeism problem. If services for the student and student's family are determined to be needed, such as economic services, student wellness services, community services, and/or referral for restorative justice practices, the investigator shall meet with the parent/guardian and child to discuss any referral to appropriate agencies to remedy the conditions.

Page 13 Absence Codes
Add

ABT	Transportation	Excused	Student absent - Parent reported ro transportation available
ILL	Illness	Excused	Student absent - Parent reported child sick

Page 25 Student Appearance
Delete section and add below

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. Apparel will be tolerated only to the point of compromising safety or, based on the training and expertise of district officials, communicating an intimidating, hostile, threatening, obscene, or similar detriment to the educational environment or rights of other students to receive their education, including when any apparel causes or is reasonably likely to cause a material and substantial disruption. Apparel that advocates tolerance for or advertises controlled or illegal products or substances, promotes gang-related affiliation or activity, or in any other way causes or is likely to cause disruption will not be permitted unless required by law. This policy applies to student appearance during the school day and to after school events when disruptive to the event. The Superintendent designates the building administrator, teacher, coach, and/or sponsor to address any disruption to the school or event environment concerning appropriate apparel during school and before/afterschool events.

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 are not permitted - other than district required mask, approved religious attire, or protective hair coverings specific to policy 8455
- 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 or 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.(Policy 8431,8432, 8455)

Grading System

Elementary School -Pg. 16 (**Delete previous Elementary information**)

The elementary report card is used to communicate academic growth, as well as social and work skills, to students, parents, and families. Report cards are posted in Synergy at the end of each trimester.

K-5 Academic Performance Levels

Adv	Advanced	Demonstrates a thorough understanding of important concepts, ideas, and/or skills
Pro	Proficient	Demonstrate sufficient understanding of important concepts, ideas, and/or skills
Dev	Developing	Demonstrates an incomplete understanding (partial, but limited) of important concepts, ideas, and/or skills, but with no major misconceptions
Beg	Beginning	Demonstrates an incomplete understanding (partial or not at all) of important concepts, ideas, and/or skills, along with major misconceptions
NP	Not Yet Proficient	*Only used for Kindergarten
NA	Not Assessed	Not assessed
Mod	Modified	Modified Curriculum

Students also are evaluated periodically through the use of a rubric on their work and social skills, including their demonstration of safe, respectful, and responsible behaviors.

Middle School (**replace information**)

The middle school report card is used to communicate academic growth, as well as social and work skills, to students, parents, and families. Student attendance is documented on each student's report card as well. Students and parents can access current grade information at any time online through Synergy or by contacting the teacher. Progress reports are posted six weeks into each trimester and report cards are posted at the end of each trimester in Synergy.

Middle school courses are graded through the use of the A-F grading scale and/or on course-specific standards as shown below:

A-F Grading Scale

A	90 - 100
B	80 - 89
C	70 - 79
D	60 - 69

Course-specific standards

Advanced
Proficient
Developing
Beginning

F	Below 60
Inc	Incomplete

Students also are evaluated periodically through the use of a rubric on their work and social skills, including their demonstration of safe, respectful, and responsible behaviors.

Middle School Honor Roll
To be on the honor roll students must have all A's or B's in all courses assigning a letter grade. Students with an "INC" (incomplete) will not be considered for the academic honor roll.

High School (replace the old content)
Grading at Grand Island Senior High differs from elementary and middle school grading. For the first time, in high school, students earn credits toward graduation. Those credits are based on passing required high school core and elective courses. Students must earn 240 credits to graduate.

Student letter grades are based on academic achievement, not behavior. Assessment scores (tests, performance, projects) make up the majority of the grade, with no more than 20% of the grade based on daily practice or homework. The purpose of daily practice and homework is to learn, receive feedback, and have an opportunity to correct errors in thinking or understanding. The focus on grading at Grand Island Senior High School, as it is at all levels, is to assign consistent, meaningful, accurate grades that support student learning.

GISH Grading and Credit Information
GISH uses a grading scale of A to F, and GPA (grade point average) is calculated on the transcript using a scale of 0.0 to 4.0. Grades are posted at the end of each semester. Students and parents can access current grade information at any time online through Synergy or by contacting the teacher.

A	counts 4.0 in GPA	90-100%	Excellent
B	counts 3.0 in GPA	80-89%	Good
C	counts 2.0 in GPA	70-79%	Satisfactory
D	counts in 1.0 GPA	60-69%	Passing but needs improvement
F	counts in 0.0 GPA	Below 60%	No Credit Granted
P	not in GPA	Passing	Credit Granted
NP	not in GPA	Not Passing	No Credit Granted
W	not in GPA	Withdrew	No Credit Granted
INC	incomplete	Not Finished	No Credit
SI	Sheltered Instruction Course in ELA Program		

Transcripts
Students needing a copy of their transcript can request one for $2 from the Grand Island Senior High registrar.

GISH Graduation Requirements
To graduate from GISH, students must earn a total of 240 credits: 145 core credits and 95 elective credits. Replace this information pg. 18.

- 40 credits of English (8 semesters)
- 30 credits of Math (6 semesters)
- 30 credits of Science (6 semesters)
    - Physics (10 Credits)
    - Life Science (10 Credits)
    - Chemistry (10 Credits)
- 30 credits of Social Studies (6 semesters)
    - American History (10 Credits)
    - World History (10 Credits)
    - Government (5 Credits)
    - Economics (5 Credits)
- 5 credits of Personal Finance (1 Semester)
- 10 credits of Physical Education/Health (2 semesters)
- 95 elective credits

Pages 19-20- Special Education

Students Who May Benefit

A student verified as having autism, emotional disturbance, deaf-blindness, developmental delay, hearing impairments, intellectual disabilities, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments, needs specially designed instruction provided by a special educator and/or related services provider.

How are Students With Disabilities Identified?

Referrals are made by teachers or parents to a problem-solving team. If the problem-solving team determines, by utilizing data, that all viable alternatives have been implemented, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and/or related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT), including the parent and/or legal guardian, will then meet to determine whether the student is eligible for special education services.

Independent Evaluation (No Changes)

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original

evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation (No Changes)

Students identified for special education will be reevaluated at least every three years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, is needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)

Upon a student being verified as having a disability, a meeting will be held with parents. At the meeting, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infants and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

Special Education Placement

The student's services are dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students without disabilities. A continuum of services will be provided for students with disabilities. The continuum may span from the general education environment to other options as considered and determined by the student's Individual Education Program (IEP) team.

Written notice shall be given to parents a reasonable time before the school district: (1.) Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or (2.) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

Pg 30 - Replace Title Parent and Family Engagement Guidelines with

9110 Parental Access to Educational Practices

The Grand Island Public Schools will support and facilitate parental access to information and involvement in educational practices affecting their children. It shall be the policy of the Grand Island Public Schools to provide full access at reasonable times to parents/guardians of students to review curricular materials, student records, and surveys as appropriate and lawful:

- Textbooks and other curricular materials are available for review by parents of students of the Grand Island Public Schools upon request.
- Upon prior approval from the appropriate teacher, counselor, or administrator, parents/guardians will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities as long as conduct or presence does not interfere with the educational process or otherwise conflict with school purposes.
- Students will be excused from testing, instructional activities, and other school experiences upon written parental request unless the test or activity is required for local, state, or national accountability or reporting purposes (9110.2 Request for Exception/Exclusion Form).

- A student may be excused from an activity which contributes to a grade for the course, only when an alternative activity can be reasonably provided. Requests must be received by the appropriate teacher or administrator within a reasonable time prior to the activity in question.
- Parents/guardians will have access to student records as appropriate (Family Educational Rights & Privacy Act, 20 U.S.C. 1232 G, 79-4,157 R.R.S. and School District of Grand Island Policy: 8710–Student Personnel Files And Records).
- Student testing will be utilized to assist in assessment of educational progress and as required by Title 92, NAC, Chapter 10.
- Students may be asked to participate in surveys from time to time as deemed appropriate by district staff. Parents/guardians may remove their students from such surveys with prior written request, citing specific activity, reason for the request, and any applicable regulations. (Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232h, 34 CFR Part 98)

The Grand Island Public Schools shall make provision to include parents in program planning; information dissemination; school improvement plan development, implementation, and evaluation; and with Title 1 parental involvement activities as specified by Every Student Succeeds Act of 2015 (9110.1 Guidelines).



Grand Island
PUBLIC SCHOOLS™

















2021-2022 Grand Island Public Schools HANDBOOK



Board Policy Title IX 6205 (Staff) and 8505 (Student)

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

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

Title: Kristen Irey, 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 website. Policy 9505 TITLE IX SEXUAL HARRASSMENT (Student) is also available in Appendix A.

Board Policy 1111 Equity in Grand Island Public Schools

Equity Value Statement

In the Grand Island Public Schools, equity is providing each individual what they need, when they need it, in an inclusive and anti-discriminatory environment.

GIPS is committed to identifying, disruption, and addressing our individual and district-wide biases so all students, staff and families are known, heard, connected, valued and supported. All stakeholders accept responsibility and hold themselves and each other accountable to cultivate an equitable district, free of racism and discrimination to ensure “Every Student, Every Day, A Success.”

Grand Island Public Schools Mission Statement

VISION

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

MISSION

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

STUDENT COMMITMENTS

Within the school district of Grand Island:

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

In educating students, we teach hearts as well as minds.

Intent of Handbook

This handbook is to be used by students, parents and staff as a guide to the rules, regulations and general information about Grand Island Public Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies and state and federal statutes and regulations.

Welcome to Parents

Dear Grand Island Parents:

The 2021-2022 school year is upon us and I am looking forward to a year filled with opportunities for all students in the Grand Island Public Schools.

As a part of the efforts that take place at the beginning of the school year we have prepared for you and your student a resource that we hope you will find helpful, the 2021-2022 Student/Parent handbook. This publication contains information for students and parents regarding daily life in Grand Island Public Schools, as well as an overview of student rights and responsibilities.

I would also encourage you to visit the district website www.gips.org as it is a great way to find current information about specific events at your child's attendance center. Additionally, the website contains all district policies and other help resources important to your child's experience in Grand Island.

Every Student, Every Day a Success is the mission of Grand Island Public Schools and with that in mind it is my sincere hope that you and your family have a successful 2021-2022 school year.

Dr. Tawana Grover
Superintendent of Schools

District website

Visit **www.gips.org** for all district and school information.

Social media

Follow the Grand Island Public Schools district and all of our schools on Facebook and Twitter to stay updated on activities and information. Links to all social media accounts can be found at the school pages on the district website, www.gips.org.

GIPS on Facebook:
www.facebook.com/GrandIslandPublicSchools

GIPS on Twitter and Instagram:
@GIPublicSchools

District offices

Kneale Administration ..... (308) 385-5900
Superintendent's office ..... Ext. 201140
Student services ..... Ext. 201152
Business office ..... Ext. 201151
Technology office ..... Ext. 201155
Marketing & Communications ..... Ext. 201127
GEAR UP ..... Ext. 201186
GIPS Foundation ..... Ext. 201170
Maintenance ..... Ext. 201100
Safety ..... Ext. 201121
Nutrition Services ..... Ext. 201172
Special Education Services ..... Ext. 201188
Federal Programs ..... Ext. 201122
Outreach Center ..... Ext. 201204

School phone numbers

Early Learning Center 385-5655

ELEMENTARY SCHOOLS

Dodge 385-5889
Engleman 385-5902
Gates 385-5892
Howard 385-5916
Jefferson 385-5922
Knickrehm 385-5927
Lincoln 385-5924
Newell 385-5905
Seedling Mile 385-5910
Shoemaker 385-5936
Starr 385-5882
Stolley Park 385-5913
Wasmer 385-5920
West Lawn 385-5930

MIDDLE SCHOOLS

Barr 385-5875
Walnut 385-5990
Westridge 385-5886

HIGH SCHOOL

Grand Island Senior High 385-5950
Activities office 385-5581
Indra House 385-5635
Career Pathways Institute 385-5601
Success Academy 385-5885
Welcome Center 385-5551

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School Business and Procedures

School Hours

Preschool M-Th: A.M.: 7:50 - 11:20 a.m. P.M.: noon - 3:30 p.m.
All Elementary Schools: 8 a.m. - 3:30 p.m. (Wednesday dismissal: 2 p.m.)
All Middle Schools: 8:15 a.m. - 3:45 p.m. (first Wednesday dismissal: 2:15 p.m.)
Grand Island Senior High: 8:05 a.m. - 3:40 p.m.

Arrival and Dismissal from School

Students are expected to arrive at school no more than 20 minutes prior to the first class or school program in which they are participating. Prior to that time, the school is not responsible for supervision of the students. Students will not be permitted to enter earlier unless the principal determines it to be necessary due to inclement weather or other factors. Students are to enter through their assigned entrance and proceed to designated areas.

Upon dismissal, students are expected to be picked up or leave school grounds within 15 minutes of dismissal. The school is not responsible for supervision of students once the students are to have left school grounds.

Signing a Child In and Out of School

Parents or guardians are required to sign their children in and/or out of school if they are entering after their first class or leaving prior to their final class or permission granted with administrator approval. The schools will only release children to adults designated by the parent in Infinite Campus or administrator approval. If there is a special circumstance, such as a court order limiting access to a student by a parent or guardian, affecting who a student can be released to, the parent must inform the principal and provide the principal with a copy of that order to maintain on file at the school.

Supervision at Dismissal

Parents or guardians of children in grades Pre-K to 5, where the child does not use district-provided transportation after dismissal, may request the school or program not release the child to walk home after dismissal unless the child is released to the parent or legal guardian or an escort designated by the parent or guardian. The parent or guardian may designate up to 2 escorts. Parents or guardians requesting their children only be released to the parent or guardian or a designated escort after dismissal must submit a completed written request with the principal to this effect.

Lunch

Students are encouraged to eat a healthy breakfast and lunch at school. Students may bring a lunch to school and a healthy lunch from home is encouraged as to not bring pop or candy to be eaten in the cafeteria at lunch. Parents may eat a school lunch with their child and if bringing lunch in from an outside vendor, parents of their child may bring lunch in and sit with students in an alternative setting.

Lunch and Open and Closed Campus

Juniors and Seniors have open lunch privileges with parent and administrative approval. Students must remain on campus at all other times. Underclassmen do not have open lunch privileges. Freshman and Sophomores will be scheduled in one of the two school cafeterias for lunch.

Grand Island Senior High Prayer Time Process

GIPS recognizes the religious requirement of prayer for students and provides a space and time for this to occur with minimal loss of instructional time.

Process:

- Use the foyer of the auditorium as a common space and establish practice of entering and exiting the foyer through the main entrance near door 34 (interior halls are off limits).

Alternate locations would be:
1. Upper Deck of East Gym
2. East Conference Room
3. West Conference Room

- Students will be allowed one 15 minute prayer time during the school day.
- Morning and late afternoon prayers should take place outside of the school day.
- Prayer time should take no more than 15 minutes including travel to and from the location.
- Students using prayer time should communicate with their Counselors and Teachers to be released and should travel directly to the prayer location. They should not stop in other classrooms, or wait to meet other students who might be praying. Students should go directly to the location, pray and return directly to their assigned location.

Enrollment Information

Students shall attend the neighborhood school in the attendance area in which they reside. Reassignment may be made when deemed in the student's best interest and based upon the capacity of the class, grade level, program and school building to which he or she is applying. Capacities will be based upon class/program guidelines provided in **Policy 7511–Open Enrollment**. Special Education transfers will be allowed only when it is determined that educational needs as specified in the Individualized Education Plan cannot be provided in the neighborhood school.

The district has established procedures for requesting a transfer to an in-district attendance center other than the neighborhood school. Parents/Guardians should complete a transfer request application at their assigned neighborhood school. Applicants will be notified of approval or denial one week prior to the start of school. **Policy 8332–Elementary and Middle School Within District Transfers**

Emergency Situations

Representatives of the superintendent's staff will notify local news media and post to www.gips.org in emergency situations including weather events. Radio and television stations broadcast the information regularly and our district telephone system will be used to notify families. Parents are not to call media or school buildings during emergency situations. School officials will not release students from the school building during emergency situations.

Visitors

All visitors must report to the office upon entering the building. Students may not bring friends or relatives with them to school to attend classes.

Flower and Gift Delivery at School

GIPS acknowledges the need to recognize students on special holidays, however, due to the disruption to class, gifts and flowers will not be accepted at school for delivery to a student in class.

Smoke-Free Environment

Grand Island Public Schools declares all of ours buildings and grounds to be smoke-free. All district-owned or operated facilities, grounds and vehicles, as well as district-sponsored events, will be designated tobacco-free. The use of any form of tobacco is prohibited. **Policy 6232-Use of Tobacco on Premisses by Staff members, Visitors and Volunteers**

Care of School Property

The Grand Island Public Schools believes students should respect school district property and assist in its preservation for future use by others. Students may be assessed fines, charges, or fees for damage beyond normal wear to the materials needed in a course, for overdue school materials, or for misuse of school property. The staff reserves the right to confiscate nuisance items or other objects that interfere with school purpose or otherwise constitute rule violations. Students may also receive disciplinary consequences for significant disruptions or repeated violations.

Destruction of School Property - Board Policy 8411

Any student who vandalizes or destroys school property will be assessed repair or replacement costs and referred to the county attorney for prosecution. Students are asked to help protect the school by discouraging and reporting any vandalism. The school appreciates student cooperation and responsible behavior.

Student ID: Middle School and High School

The student ID allows students free or reduced admission to various school activities. Students get their student ID card after they register. Students losing ID cards will be charged a fee for a duplicate.

Grand Island Senior High and Barr, Walnut and Westridge Middle School students must wear their student issued ID at all times while in school. The ID must be worn on a lanyard around the neck. When the ID is lost, stolen, or forgotten, students must report to the office and purchase a temporary daily sticker or a replacement ID.

Lockers

For building security and student safety, the expectations for students' use of lockers are:

- Students are responsible for the content and condition of their lockers.
- The school assumes no liability for damage or theft of property.
- Students are required to use only the locker furnished by the school.
- Locker problems should be reported to the office

Searches of Lockers and Other Types of Searches

School administrators are authorized to conduct searches of students and their property as well as property of the district in order to enforce compliance with statutes, policies and rules. A search may be conducted for reasons that include, but are not limited to, safety health and discovery of the violation of a statute, policy, or rule.

Video Surveillance

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare and safety of all staff, students and visitors to district property, and to safeguard district facilities and equipment. Video cameras may be used in locations as deemed appropriate by the school administration. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Student Use of Bicycles and Other Small-Wheeled Devices

Students who ride bicycles to school are requested to secure them in an orderly fashion at designated locations. Students are advised to provide bicycle locks for their personal bicycle. For safety reasons, riding bicycles or other small wheeled devices on school grounds during school hours will not be permitted. Students are discouraged from riding other small wheeled devices such as skateboards, in-line skates, roller skates, or micro-scooters to school. Principals may set forth additional regulations as necessary for individual attendance centers. The privilege of riding a bicycle to school will be withdrawn if rules and appropriate safety measures are not followed.

Student Valuables

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary safe-keeping. Students who find lost articles are asked to take them to the office where the articles can be claimed by the owner.

Printed Materials for Display and/or Distribution

The principal must approve all signs and announcements in the school building before they are displayed or read. The district office must approve all materials for distribution in all district facilities. **Policy 9420**

Copyright and Fair Use Policy

Grand Island Public Schools follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. **Policy 5521**

Fees

Student Fees

Teachers may request students to furnish minor personal consumable items, including but not limited to, pencils, paper, pens, erasers and notebooks, for courses and activities which count for graduation or advancement between grades, or in which participation is otherwise required by the Grand Island Public Schools. The request for such items shall be made in such a way that it is clear the furnishing of the same is voluntary. If a student is unable to provide the minor personal consumable item required, the school will supply the item to the student.

Participation Fees

Grand Island Public Schools will not charge student fees for participation in extracurricular activities whether participation is as a member or spectator. High school students will receive an activity marked ID providing access to high school athletic events if their school is a competing school serving as either the home or away team in the contest. GIPS may charge fees to recover the actual cost for the following items:

- Uniform cleaning fees
- Admission fees to events such as sports, drama, speech, music, dances, banquets, prom, after prom party
- Student organization fees
- Extracurricular activity facility charges such as greens fees, tennis court fees, bowling fees, pool fees
- Extracurricular activity workshops co-sponsored by the district or at district facilities such as sports clinics, cheerleading clinics, band clinics, swing choir or chorus clinics, flag corps clinics
- Sheet music charges

SEE APPENDIX FOR COMPLETE LIST OF SUPPLIES FOR SCHOOL AND ACTIVITIES, PAGE 37

GIPS fees for lost or damaged property is as follows:

Fees for late library materials	$1.00 (Per Day, $10.00 Maximum)
Fees for lost library materials	Actual replacement cost
Fines for damage to textbooks, lockers, or desks	Reasonable repair cost
Fee for replacement of Student ID	$5.00
Fees for lost materials	Actual replacement cost
Fees for lost or damaged Electronic Communication Devices	Actual replacement cost

Special Fees

- GIPS will not charge any fees for post secondary education cost. However, students taking dual enrollment courses or other post secondary education course(s) will need to pay any dues, fees, tuition, and provide books and supplies associated with obtaining the necessary credit from their post secondary educational institution (e.g. Central Community College, UNL, UNO, UNK, etc.).
- Copies of student files or records will be provided free of any fee or charge.
- Before/after school programs and pre-kindergarten services, if offered, will be offered without any charge to the participant.
- Summer school or night school programs, if offered, will be offered without any charge to the participant.
- Certification tests.

Student Fee Waivers

An Application for Student Fees and Supplies Waiver Form must be completed by a child's custodial adult.

- Families seeking a waiver based upon their status for participation in the United States Department of Agriculture child nutrition programs must complete, on an annual basis, an Application for Free and Reduced Priced Meals including Sharing Information with Other Programs.
- Families or students who are automatically approved for participation in the United States Department of Agriculture child nutrition programs need not complete a new application. However,

all other waiver requirements apply, including Sharing Information with Other Programs.
- Participation in the United States Department of Agriculture child nutrition programs is not required.
- Families must give permission to share information regarding their status with GIPS before a waiver will be considered.
- Application for Student Fees and Supplies Waiver may be completed at any time during the school year.
- Retroactive refunds of Student Fees and Supplies will NOT be made.

All Student Fees and Supplies may be waived in whole or part under the following circumstances:
- A student is identified as being homeless.
- Principal or assistant principal recommendation, based upon the student's or family's ability to pay.

Except as provided in Grand Island Public Schools **Policy 8820–Student Fees** and the accompanying **8820.1 Administrative Procedures,** the Grand Island Public Schools shall not collect any other money pursuant to the Public Elementary and Secondary Student Fees Authorization Act. Due to a USDA waiver, **all meals are free for all students for the 21-22 school year.**

Adult Meal	**Fee**
Breakfast	$2.50
Lunch	$3.90
Chef Salad	$3.90

Breakfast and Lunch Fees

**Students at Senior High, Walnut Middle School and Barr Middle School are encouraged to participate in the free Grab 'n' Go breakfast program.*

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individual who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

Fax: (202) 690-7442; or **Email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Attendance

8312 EXCESSIVE ABSENTEEISM

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal, or principal's designee, of their attendance center. This policy, developed in collaboration with the county attorney, is an attempt to address the problem of excessive absenteeism.

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

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

If any student has accumulated absences of a total of more than 10% of the days, or hourly equivalent, of the current required attendance days, the school shall render all services in its power to compel the student's attendance. These services include but are not limited to the following:

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. A meeting or meetings between the school attendance officer, school social worker (or school principal or a member of the school administrative staff, if the school has no social worker), the student's parent/guardian and the student (if necessary) to develop a plan to solve the excessive absenteeism problem

   The plan shall consider but not be limited to:
   a. Determine if illness is related to physical or behavioral health of the child (verified by appropriate documentation);
   b. Educational counseling to explore curriculum changes such as alternative educational programs to solve the excessive absenteeism problem;
   c. Educational evaluation to assist in determining the specific condition(s) contributing to the excessive absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
   d. Investigation of the problem by a school social worker (or principal or administrative staff member) to identify conditions contributing to the excessive absenteeism problem. If services for the student and student's family are determined to be needed, the investigator shall meet with the parent/guardian and child to discuss any referral to appropriate agencies to remedy the conditions.

   If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

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

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per school year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

The following reasons for absences from school will be recorded on the attendance record:

Code	Description	Classification	Purpose
AB	Absent	Unexcused	Absent without contact with Parent or Student.
TR	Truant	Unexcused	Parent or School Staff do not know student's disposition
PF	Office	Exempt	Office (Including Nurse, Counseling, Guidance, Wellness, etc)
SA	School Activity	Exempt	School activity/sport, whether in or out of the building
ISS	In School Suspension	Exempt	ISS assigned by administrator
OSS	Out of School Suspension	Exempt	OSS assigned by administrator
MED	Medical Event Documented	Excused	Doctor appointment/hospitalization/illness with documentation from a medical professional
LTE	Long Term Extension	Exempt	Student attending a medical treatment facility or alternative program
H	Homebound	Exempt	Students who cannot attend at school
T	Tardy	Unexcused	Late to class
CV	College Visit	Exempt	Two each year
AD	Administrator Excused	Exempt	Administrator discretion
PR	Parent Request	Excused	Multiple Uses: Doctors appointment without doctor's note, illness without documentation, funeral, weather, vacation

Remember: Parents must Call the school for any absence. ***Policies 8310, 8312 and 8320***

Tardy/Absent Guidelines

Students out of GIPS for 10 days or more

When families report their child will be out of school for more than 10 school days, students will be dropped as eligible to return on their last day of being present at school, and then the student needs to register upon return.

Elementary and Middle School Tardy/Absent guidelines

If a student is not in class learning, they are tardy or absent:

- A student will be recorded as tardy if within the first 15 minutes of the day the student checks in by 8:15 for elementary students and by 8:30 for middle school students
- After 15 minutes the student is recorded as absent:
  - Absent/Truant: student refused to come to school
  - Absent/Unexcused: no reason/no parent phone call
  - Absent/Parent Request: recorded as absent and as excused when parent calls in for a student
  - Attendance at Truancy Court: needs to be marked as PR (parent request)
- When a student returns during the day, they will be counted absent until they report to the office and will be recorded "tardy" for the period in which they return and as "in attendance" for the remainder of the day.

GISH Tardy/Absent guidelines

If a student is not in class learning, they are tardy or absent:

- For First Period:
  - A student will be recorded as absent by the teacher if they are not present in class when the tardy bell rings.
  - Students arriving late during the first block of the day will be scanned at the door by Campus Monitors and counted Tardy for that class period.
  - Students arriving late during the first block of the day with a parent notification (phone call) will be marked PR with a comment noting the parent called. The student will need to check in with the attendance clerk. Habitual tardiness with parent phone calls will be dealt with on case by case basis.
  - If a student is late to school/class due to a pre-arranged appointment such as Orthodontist or Physical Therapy and the school receives notification from the parent of the appointment, the student will be marked PR or MED Documented if a note from Dr. is provided. The student will need to check in with the attendance clerk.

- ☐ Teachers will update attendance at the end of the period.

- For Remainder of the day:
  - ☐ A student will be recorded as absent by the teacher if they are not present in class when the tardy bell rings.
  - ☐ Students arriving to class late without a pass will be marked as Tardy by the classroom teacher.
  - ☐ Students arriving to class more than 15 minutes late without a pass will be noted by the teacher, marked tardy and the Academy Principal will be notified.
  - ☐ If a student is late to school/class due to a pre-arranged appointment such as Orthodontist or Physical Therapy and the school receives notification from the parent of the appointment the student will be marked PR or MED Documented if a note from Dr. is provided. The student will need to check in with the attendance clerk.
  - ☐ Teachers will update attendance at the end of the period.

Sign in Procedures

K-8 students who arrive late to school are required to sign in at the office prior to attending class; Senior High Students report directly to the classroom. All teachers have the authority to deal appropriately with excessive tardiness to classes.

School-Sponsored Activity Absences

Students who are absent from class or school due to participation in a school activity must make up work in advance of the absence or have work missed ready to hand in the next class day.

Withdrawal From School

Pursuant to Neb. Rev. Stat. 79-202, a person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirement of section 79-202 if an exit interview is conducted and the withdrawal form is signed or if a signed notarized release form is filed with the Commissioner of Education. To begin the withdrawal process, the person with legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age submits a request to the school where the student is enrolled.

Academic Information

Promotion and Retention

Students normally progress annually from grade to grade. Exceptions may be made through the Response To Intervention process. Exceptions may include vertical acceleration, horizontal enrichment, mentoring, or other curricular method deemed in the best interest of students. **8730–PROMOTION, RETENTION, ACCELERATION**

Academic Integrity

Students are expected to abide by the standards of academic integrity established by their teachers and school administration.

Definitions of Academic Integrity

"Cheating" means intentionally to misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

- Tests (includes tests, quizzes and other examinations or academic performances):
  - ☐ Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
  - ☐ Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, technological devices, or other materials while taking a test except as expressly

permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

- ☐ Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
- ☐ Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
- ☐ Misrepresenting Need to Delay Test: Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

■ Papers (includes papers, essays, lab projects and other similar academic work):

- ☐ Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
- ☐ Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
- ☐ Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
- ☐ Failure to Contribute to Group Projects: Accepting credit for a group project in which the student failed to contribute a fair share of the work.
- ☐ Misrepresenting Need to Delay Paper: Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

■ Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

- ☐ "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.
- ☐ Plagiarism includes, but is not limited to:
- ☐ Failure to Credit Sources: Copying work (words, sentences and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
- ☐ Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- ☐ "Contributing" to academic integrity violations means to participate or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

■ The following sanctions will occur for academic integrity offenses:

- ☐ Academic Sanction. The instructor will refuse to accept the student's work in which the cheating or plagiarism took place, may assign a failing grade for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.
- ☐ Report to Parents and Administration. The instructor will notify the principal of the offense and the instructor or principal may notify the student's parents or guardian.

- ☐ Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in a serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

Grading System

Elementary School

Report cards are issued at the end of each trimester. The report card is an appraisal of the child's scholastic, social and personal growth in terms of the school program.

Kindergarten – Performance By Curriculum Standard

Pro	Proficient	Demonstrate sufficient understanding and skills for mastery
NP	Not Yet Proficient	Does not yet demonstrate sufficient understanding and skills for mastery
NA	Not Assessed	Not assessed at this time

First - Fifth Grade – Performance by Curriculum Standard

Adv	Advanced	Consistently meet, and at times exceed, the grade level standards; demonstrate skilled performance
Prof	Proficient	Regularly meet the grade level standards; demonstrate acceptable performance
Dev	Developing	Starting to meet, and occasionally do meet, the grade level standards; approaching acceptable performance but have not achieved it
Beg	Beginning	Not meeting the grade level standards; not successful with performance opportunities
NA	Not Assessed	Not assessed at this time
*	Modified	Modified instruction

Middle School

Students will receive a grade for each class they are assigned based on their academic performance. Teachers also assess critical skills based on dependability, respectful and responsible interaction, self discipline, and quality work completion. Student attendance and punctuality in the class will also be on each student's report card. Progress reports are posted at 6 week intervals to notify parents of student progress. A student or parent who wants to know how a their student is doing in a certain class can access the parent portal via the web or contact the teacher. A report card is issued at twelve week intervals.

Grades for daily work and the grades on the report card are based on the following grading scale:

A	90 - 100	Excellent
B	80 - 89	Good
C	70 - 79	Satisfactory
D	60 - 69	Needs Improvement
F	Below 60	No Credit
Inc	Incomplete	Work Not Completed

Middle School Honor Roll

To be on the honor students you must have all A's or B's in all courses assigning a letter grade. Students with an "INC" (incomplete) will not be considered for the academic honor roll.

High School

Grading at Grand Island Senior High differs from elementary and middle school grading. For the first

time, in high school, students earn credits toward graduation. Those credits are based on passing high school core and exploratory courses. All courses at Grand Island Senior High School are graded on an A to F scale. Students who do not earn a passing grade do not receive credit for that course and may be in danger of not graduating.

Student letter grades are based on academic achievement, not behavior. Assessment scores (tests, performance, projects) make up the majority of the grade, with no more than 20% of the grade based on daily practice or homework. The purpose of daily practice and homework is to learn, receive feedback, and have an opportunity to correct errors in thinking or understanding.

The focus on grading at Grand Island Senior High School, as it is at all levels, is to assign consistent, meaningful, accurate grades that support student learning. Students needing a copy of their transcripts can request one for $2 from the Grand Island Senior High registrar.

GISH Grading and Credit Information

Beginning in 9th grade, students must earn credits to graduate. Credits are earned by passing GISH courses. GISH uses a grading scale of A to F, and GPA (grade point average) is calculated on the transcript using a scale of 0.0 to 4.0. Grades are published at the end of each semester.

A	counts 4.0 in GPA	90-100%	Excellent
B	counts 3.0 in GPA	80-89%	Good
C	counts 2.0 in GPA	70-79%	Satisfactory
D	counts in 1.0 GPA	60-69%	Passing but needs improvement
F	counts in 0.0 GPA	Below 60%	No Credit Granted
P	not in GPA	Passing	Credit Granted
NP	not in GPA	Not Passing	No Credit Granted
W	not in GPA	Withdrew	No Credit Granted
INC	incomplete	Not Finished	No Credit Granted
SI	Sheltered Instruction Course in ELA program		

GISH Course Registration

It is recommended that students take 30 credits per semester to graduate with their class in four years. Students who are credit deficient are identified as such and will not graduate with their class if graduation requirements are not met.

Students are credit deficient if they have not earned the following minimum hours of credit:

Grade Level	Midterm	End of Year
Freshman	30 credits	60 credits
Sophomore	90 credits	120 credits
Junior	150 credits	180 credits
Senior	210 credits	240 credits

Student Schedules and Schedule Changes:

All students will meet with their Counselor during the fall semester to make course requests for the following school year. Students and parents need to take an active role in this important planning process and give careful consideration to the courses that are requested during this meeting. Students should avoid schedule changes after they have met with their Counselor and agreed on course requests. The course requests are locked in after parent teacher conferences in the spring semester to allow for time to build the master schedule. Schedule changes after this time may only be considered for academic reasons. Schedule changes will not be allowed based on specific teacher selection, the time of day, or to place certain classes in specific blocks or semesters. Those changes cannot be allowed because they create unbalanced section numbers, impact staffing, and create inequities for students. All schedule change requests coming after the spring semester conferences are case by case and are up to the discretion of the Counselor and Administration.

After the semester begins:

- Schedule Changes:
  - During the first 10 school days of the semester, schedule changes will be limited and based on the academic needs of the student.
  - After 10 school days no schedule changes are allowed unless extenuating circumstances exist and Administration will make final approval.
  - After the tenth school day of the semester, students requesting changes must use and follow the schedule change form.
- Dropping Courses:
  - 10 school days are allowed to drop a class and have the class removed from the permanent transcript.
  - If a class is dropped after the 11th day of the semester and before the end of the quarter a "W" will appear on the transcript.
  - A semester course may be dropped at the quarter and partial credit granted, with approval of Counselor/Administrator.
  - Classes may not be dropped after the first 9 weeks of the semester.

GISH Honor Roll

Students must be enrolled in a minimum of 25 credits and have a GPA of 3.0 the previous semester to be on the Honor Roll.

GISH Academic Letters

Students must be enrolled in a minimum of 25 credits the previous semester to receive an academic letter. An academic letter will be earned in the following ways:

Freshmen – first semester cumulative GPA of 4.0
Sophomore – first semester cumulative GPA of 3.75
Junior – first semester cumulative GPA of 3.50
Senior – first semester cumulative GPA of 3.25

GISH Graduation Requirements

To graduate from GISH, students must earn a total of 240 credits: 140 core credits and 100 elective credits.

- 40 credits of English (8 semesters)
- 30 credits of Math (6 semesters)
- 30 credits of Science (6 semesters)
- 30 credits of Social Studies (6 semesters)
- 10 credits of American History (2 semesters)
- 10 credits of World History (2 semesters)
- 5 credits of Economics (1 semester)
- 5 credits of Government (1 semester)
- Physical Ed 10 credits (2 semesters)

University Admissions Requirements

- Rank in top 50% or ACT score of 20
- English: 4 years of College Prep
- Math: 3 years (including Algebra 1-2, Algebra 3-4 and Geometry)
- Science: 3 years including one year of a lab science
- Social Studies: 3 years
- Foreign Language: 2 years of the same language
- UNL requires one additional year of Math above Algebra 3-4
- UNK and UNO require one additional year of an elective from any of the above areas.
- State and Community Colleges also recommend college prep classes, but may have less rigorous admission standards.

NCAA/NAIA Eligibility *(for college athletes)*

- Division I Core Courses: 16 Core Classes Required
- 4 years of English
- 3 years of mathematics (Algebra I or higher)

- 2 years of natural/physical science (one must be a lab science)
- 1 additional year of English, math, or science
- 2 years of social studies
- 4 years of additional core courses (from any area listed above, or from foreign language)

Academic Recognition

Students starting as freshman in the fall of 2016 will be recognized using the Latin system for Academic Recognition. All Advanced Placement (AP) courses will carry a weight of 5 and all other courses have a weight of 4.

Latin Designation	GPA	Recognition
Summa Cum laude	4.0 and above	honors banquet, sash and medallion at graduation, identified in graduation program
Magna Cum Laude	3.75 – 3.99	Honors banquet, medallion at graduation, identified in graduation program
Cum Laude	3.5 – 3.74	Identified in graduation program

STUDENT SERVICES

Special Education

What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

Students Who May Benefit

A student verified as having autism, emotional disturbance, deaf-blindness, developmental delay, hearing impairments, intellectual disabilities, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments, need special education and related services.

How are Students With Disabilities Identified?

Referrals are made by teachers or parents to a problem solving team. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation

Students identified for special education will be reevaluated at least every three years by the IEP team.

The IEP team will review existing evaluation data on the student and will identify what additional data, if any, is needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infant and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

Special Education Placement

The student's services are dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Determination of a student's education services and settings will be made by the IEP team.

Written notice shall be given to parents a reasonable time before the school district: (1.) Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or (2.) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Grand Island Public Schools Office of Special Education.

Health Services

Student Illness

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions that may require a student to be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves.

Please include emergency daytime phone numbers on your child's registration form so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that your child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office or online via the Grand Island Public Schools website. If your child has asthma, seizures, or diabetes please contact the health office.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or

manufacturer-labeled bottle. Repackaged medications will not be accepted. The school nurse may limit medications to those set forth in the Physician's Desk Reference (PDR) and those approved by the FDA. Please limit the amount of medication provided to the school to a two-week supply.

School Health Screening

Health screenings may include vision, hearing, dental, scoliosis, height and weight and are performed at various grade levels each year. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school.

Physical and Visual Examination

Evidence of a physical examination and a visual evaluation is required within six months prior to entrance into preschool or kindergarten and, in the case of transfer from out of state, to any other grade. A physical examination is also required prior to entrance into the seventh grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the foregoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Nonimmunized students may be excluded from school in the event of a disease outbreak. Forms are available in school health offices.

Summary of the School Immunization Rules and Regulations

Student age group and required vaccines:

- Ages 2 through 5 years
  enrolled in a school based program not licensed as a child care provider
  - ☐ 4 doses of DTaP, DTP, or DT vaccine,
  - ☐ 3 doses of Polio vaccine,
  - ☐ 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs of age
  - ☐ 3 doses of pediatric Hepatitis B vaccine,
  - ☐ 1 dose of MMR or MMRV given on or after 12 months of age,
  - ☐ 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
  - ☐ 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs of age
- Kindergarten through Grade 12
  including all transfer students from outside the State of Nebraska and any foreign students
  - ☐ 3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday,
  - ☐ 3 doses of Polio vaccine,
  - ☐ 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.
  - ☐ 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month,
  - ☐ 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any

varicella shots.
- Addition for 7th Grade Only
  - ☐ 1 dose of Tdap (must contain Pertussis booster)

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services, 2011.

For additional information, call 402-471-6423. The School Rules & Regulations are available online: http://www.hhs.state.ne.us/reg/t173.htm (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) Updated 1/2014

Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:
- Children may be sent home from school for live head lice.
- Health office staff will provide written treatment information and instructions, including how to check and identify head lice.
- A child who is sent home from school for head lice should miss no more than two school days.
- A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
- A child who returns to class with nits (eggs) will be checked again in 7-10 days.
- Families are encouraged to report head lice to the school health office.
- Classroom-wide or school-wide head checks will be conducted as needed in order to control the condition at school.

St. Francis Wellness Center

The Student Wellness Center operated by CHI-St. Francis is located next to the health office at Grand Island Senior High. Walnut and Grand Island Senior High Students with parental consent, regardless of ability to pay, may take advantage of services daily at Senior High. Diagnosis and treatment of minor acute illnesses is provided by a nurse practitioner under the direction of a medical doctor. Mental health and substance abuse services are provided by a licensed provider of mental health care.

Transportation

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be transported on field trips and when participating in school activities.

Transportation To and From School

The school district offers in-town transportation on a limited basis. In order to run routes in a predictable and timely manner, it is important for students to be at their designated stop several minutes in advance.

Behavior on School Buses

General student conduct rules apply. While riding school buses students are expected to follow the same student conduct rules which apply when they are on school property or attending school activities, functions or events.

Safety Guidelines for Riding School Buses

- When exiting the bus at the designated location (this location must be consistent each day), students must exit the bus and walk in front of it so the driver can see all passengers, and only do so after the driver has signaled for students to cross the street.
- Be on time to be picked up. As a general rule, students must get to the bus stop five minutes before their scheduled pick up time. Students who miss the bus, must immediately return to their home and tell their parents so they can get them to school.
- While waiting for the bus, stay at least 5 feet away from the street, road or highway. Wait until the

bus comes to a complete stop before approaching the bus.
- Students may exit the bus only at their approved destination (their school or their approved bus stop). Exit the bus as directed by the driver. Do not run.
- Students needing assistance from the driver must wait until the bus is at a full stop. Students who are close enough, may tell the driver what they need. Students who are too far away for the driver to hear them must ask a student in front of them to get the driver's attention. If necessary, students may walk up to the driver, while the bus is at a full stop. Students in need of immediate assistance for an emergency, should take all action needed to safely get the help of the driver.

Parents are responsible for the supervision of their child until the student boards the bus and as soon as the child exits the school bus.

This transportation service is a privilege, and students will be expected to conduct themselves in a manner consistent with expected classroom behavior. Note the expected behaviors and consequences for inappropriate behavior listed below. Bus drivers will report all infractions to school principals, who will administer the discipline consequences. Following a verbal warning, students will lose their riding privileges for designated periods of time. Parents will receive written communication of any loss of privileges through a Transportation Discipline Report.

Grand Island Public Schools Transportation Rules

- Treat all students and the driver with respect.
- Keep hands, feet, and objects to self and inside the bus.
- No teasing, harassment, bullying, or fighting.
- Talk only with seat partner and in a quiet voice, using appropriate language.
- Remain seated and facing forward in designated seat.
- No food, drinks, or illegal substances on the bus.

The consequences for not following any of the behavior rules will generally be as follows, with administrators having the option of applying more severe consequences whenever merited:

Elementary
First violation ..... Warning by the driver (this will be the only warning)
Second violation..... Loss of privilege to ride bus for one week
Third violation ..... Loss of privilege to ride bus for two weeks
Fourth violation ..... Loss of privilege to ride bus for remainder of school year

Secondary 6-12
First violation ..... Warning by the driver and referral to principal (this will be the only warning)
Second violation..... Loss of privilege to ride bus for remainder of school year

POLICIES AND GUIDELINES

Safe and Drug-Free

Safe and Drug-Free Schools - Parental Notice - Board Policy 8570

The School District of Grand Island is concerned about the academic growth and the personal welfare of every person associated with the schools. The use of alcohol, tobacco, and other illicit drugs can seriously interfere with one's health and academic functioning.

It shall be the policy of the School District of Grand Island, in addition to standards of student conduct elsewhere adopted by Board policy or administrative regulation, to prohibit the possession, use, or distribution of illicit drugs or alcohol, including displaying evidence of intoxication, on school premises or as a part of any of the school's activities. Further, the student use or distribution of tobacco shall be prohibited on school premises or during activities. This shall include regular school hours or after school hours at school sponsored activities on school premises, and at school sponsored activities off school premises.

For the purposes of this policy, "tobacco products" include, but are not limited to, cigarettes, cigars, cigarette paper, cigarillos, chewing tobacco, pipes, vapor products, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect, or any similar product or device that can be used to ingest tobacco.

Authorized Use

Any student whose parent or guardian requests that he or she be given any prescription or nonprescription medicine, drug, or vitamin shall provide signed permission by parent or physician.

Disciplinary Sanctions

1. Violation of this policy may result in suspension or expulsion. Prohibited substances will be confiscated and could be turned over to law enforcement authorities. The student may be referred for counseling or required to complete an evaluation related to drugs and alcohol. Parents or legal guardian will be notified.
2. If the student is observed to be violating this policy, the student will be escorted to the principal's office immediately, or if not feasible, the principal will be notified. The student's parents or legal guardian will be requested to pick up the student. If it appears there is imminent danger to other students, school personnel, or students involved, the principal or such other personnel as authorized by the Administration, may have the student removed by authorized medical or law enforcement personnel.
3. Parents and students shall be given a copy of the standards of conduct and disciplinary sanctions required and shall be notified that compliance with the standards of conduct is mandatory.

Intervention

The District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation treatment programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Face Coverings - Policy 8429

The Grand Island Public Schools endorses the concept that appropriate school attire is conducive to a learning atmosphere. The Superintendent may require face coverings in the threat of a communicable disease or a pandemic event. The Superintendent shall require face coverings for all students with exceptions to meet medical conditions, ADA requirements, and/or religious beliefs. Exceptions will be monitored by building administrators.

Student Rights, Conduct, Rules, and Regulations

Forms of School Discipline

The Board of Education authorizes the administration of the Grand Island Public Schools to utilize emergency exclusion, short or long term suspension, expulsion, or mandatory reassignment for certain situations or conduct prohibited by the board's rules, standards established pursuant to the Student Discipline Act [§79-254 to §79-294] and applicable federal regulations. **Policy 8453**

Student Appearance

Students in Grand Island Public Schools are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. **Policy 8430, 8431**

Any tattoo, or other body markings, or adornments that have the effect of causing a material and substantial interference with school operations or an infringement of the rights of others, or is vulgar, lewd, obscene or offensive, or which promotes or condones illegal drug use or other illegal activity, will be covered at all times at school or at school sponsored events.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact a building administrator for approval.

Any violation of student appearance or the dress code will be subject to disciplinary action. The final decision regarding attire and grooming will be made by the administration.

Public Displays of Affection

Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Student will face disciplinary action as a consequence to the PDA.

Harassment and Bullying - Board Policy 8455

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

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

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

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

Dating Violence Prevention - Board Policy 8552

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

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

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

Hazing - Board Policy 8454

Hazing activities of any type are prohibited. Hazing shall mean any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any organization of student members, including groups, clubs, organizations, grade levels, classes, teams, and other activities operating under the sanction of the Grand Island Public Schools.

Prohibited activities shall include, but not be limited to, whipping, beating, branding, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drugs, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment, or the performance of any unlawful act which endangers the physical or mental health or safety of any person. Such prohibited activities shall be irrespective of the willingness of the victim to participate, or whether they occur off or on school grounds.

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

Suicide Awareness - Board Policy 8555

The Grand Island Public Schools has adopted a suicide prevention policy which will help to protect all students through the following steps:

- Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends.
- The principal at each school is designated as the suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
- When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources

Students will have access to national resources which they can contact for additional support, such as:

- The Nationa Suicede Prention Lifeline - 1.800.273.8255 - www.suicidepreventionllifeline.org
- The Trevor Lifeline - 1866.488.7386 - www.thetrevorproject.org

All students will be expected to help create a school culture of respect and support in which students feel

comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.

Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

Weapons and Firearms in Schools - Board Policy 8470

Students are forbidden to knowingly and voluntarily possess, handle, transmit or use any instrument in school, on school grounds or at school functions that is a firearm, weapon, or looks like a weapon as defined by the State of Nebraska Criminal Statutes, the federal laws found in Section 18 USCS Section 921 and in the administrative procedures for this policy 8470.

This policy shall cover any object or item which could be used to injure another person or whose clear intent is to resemble an item which could cause injury and which has no school-related reason for being in a school or on school grounds. Such items will be considered "weapons" for the purposed of this policy. Students who are in possession of the aforementioned articles will be subject to mandatory suspension or expulsion procedures.

Conduct Resulting in Suspension, Expulsion, or Reassignment - Board Policy 8470

You have the opportunity to learn about being a good citizen by sharing some of the responsibility for creating a positive learning environment. To help maintain a quality instructional environment for everyone, students may be suspended, expelled, or reassigned when any of the following actions occur on school grounds or during school functions:

- Use of violence, force, coercion, threat, intimidation or similar conduct that constitutes interference with school purposes [79-4,180(1)]
- Willfully causing or attempting to cause damage to private or school property, stealing, or attempting to steal property of substantial value, or repeated damage or theft of property [79-4,180(2)]
- Causing or attempting to cause personal injury to a school employee, school volunteer, or student [79-4,180(3)]
- Threatening or intimidating a student trying to get money or anything of value from the student [79-4,180(4)]
- Possessing, handling or transmitting any object or materials generally considered a weapon [79-4,180(5) and Grand Island School Board Policy 8470–Weapons In School]
- Unlawful possession, selling, dispensing, or use of a controlled substance, an imitation controlled substance, a substance represented to be a controlled substance, alcoholic liquor, or being under the influence of a controlled substance or alcoholic liquor [79-4,180(6)]
- Public indecency (applicable to students ages twelve to nineteen) [79-4,180(7)]
- Sexual assault or attempted sexual assault of any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function or event.
- Engaging in any activity forbidden by law which activity constitutes a danger to other students or interferes with school purposes [79-4,180(9)]
- Repeated violations of any established rule if such violation constitutes a substantial interference with school purposes [79-4,180(10)].

Policy 8460 Student Interviews

Generally, students may not be interviewed during the school day or during school activities by persons other than parents and school district officials and employees. Requests from law enforcement officers and from persons other than parents, school district officials, and employees to interview students shall be made through the principal's office. Any person seeking an interview with a student or students must present credentials and secure permission from the administrator. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. If the parent or legal

guardian cannot attend the interview the building administrator or designee will be present. (see Policy 8460 for full details)

Policy 8461 SEARCHES, SEIZURES, AND ARRESTS

The Grand Island Public Schools district property is held in public trust by the board. School district authorities may, without a search warrant, search students or protected student areas based on a reasonable and definable suspicion that a school district policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the school district facilities. The furnishing of a locker, desk or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, vaping devices, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials.

Reporting Student Law Violations

Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.

When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official will take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken. An exception applies when a minor has been taken into custody as a victim of suspected child abuse; in that event the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Grand Island Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

- Knowingly possessing illegal drugs or alcohol.
- Assault.
- Vandalism resulting in significant property damage.
- Theft of school or personal property of a significant nature.
- Automobile accident.
- Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

Multicultural Policy - Board Policy 7180

The philosophy of the Grand Island Public Schools multicultural education program is students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and

races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age or disability.

Notice of Nondiscrimination - Board Policy 1310 (1310.2 Report Form)

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

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

- Respect for the individual regardless of economic status, intellectual or physical ability, race, color, religion, national origin, ethnicity, sex or gender, sexual orientation, marital status, or age,
- Respect for cultural differences,
- Respect for economic, political, and social lives of others, and
- Respect for the right of others to seek and maintain their own identities.

The following persons have been designated to handle inquiries regarding the non-discrimination policies:

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

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

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

Parent Right Afforded by Section 504 of the Rehabilitation Act of 1973

Section 504 requires that school districts provide a free appropriate public education (FAPE) to qualified students in their district who have a physical or mental impairment that substantially limits one or more major life activities, regardless of the nature or severity of the disability. Under Section 504, FAPE means providing regular or special education and related accommodations and services designed to meet the student's individual educational needs as adequately as the needs of nondisabled students are met.

Parents can request to meet with their students' education team for the purpose of discussing the need for a 504 Plan.

Notification of Parental Rights Under FERPA - Board Policy 8750

Parents, legal guardians and eligible students have the right to opt-out of the disclosure of "Directory Information," subject to the requirements and limitations of the Family Educational Rights and Privacy Act (FERPA), state law, and the policies and procedures contained in this policy. Opt-out forms are only effective for the school year in which they are submitted. In order to opt-out of the disclosure of Directory Information, you must submit a written Opt-Out of Directory Information form, which can be obtained from the principal's office at the elementary schools, and from the guidance offices at the middle schools and high school. Opt-out forms must be submitted to the principal's office for elementary students, and to the school guidance offices for students attending the middle school or high school, within the time frame specified on the form. Forms submitted after the due date will be accepted, however, some information may have already been disseminated or submitted for printing and will not be able to be changed or removed.

The District is required to supply class lists including name, address, and phone number to college and military recruiters upon their request. Parents and legal guardians will have the opportunity to deny the inclusion of their child's information in class lists requested by college or military recruiters.

If you have a concern, questions or complaint about any of the above rights, please first contact and discuss it with your school's principal or the Associate Superintendent. You also have the right to file a complaint with the U.S. Department of Education concerning your rights under FERPA, whose contact information is as follows:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

Notice Concerning Disclosure of Student Recruiting and Tracking Information
The No Child Left Behind Act requires that the District provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the District not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. The District will comply with any such request.

Title 1 Parent and Family Engagement Guidelines

The Grand Island Public School District intends to meet the expectations of the parental involvement guidelines in accordance with the Every Student Succeeds Act of 2015 through the following activities and when feasible, in a language that parents understand:

- Involve parents in developing the Title I Parent and Family Engagement Plan
- Plan parental involvement activities
- Involve parents in activities
- Build capacity for strong parent involvement
- Coordinate and integrate parental involvement strategies with other programs
- Conduct an annual evaluation of the content and effectiveness of the Parent and Family Engagement Guidelines

Each school that receives Title I Funds shall distribute these guidelines to parents of all students attending the school. The school shall:

- Convene annual meeting(s) at convenient time(s) to which all parents of participating children shall be invited and encouraged to attend
  - ☐ the agenda will inform parents of their school's participation in the Title I program, explain what Title I is and the requirements associated with it and the parent's right to be involved
- Involve parents in the planning, review and improvement of the Parent and Family Engagement Plan
  - ☐ Parent surveys, parent meetings, parent/teacher conferences, social media, are all examples of how this may be accomplished
- Provide parents with timely information regarding curriculum, instruction and assessment practices and proficiency levels
  - ☐ Parent/family nights (i.e. Back to School Events, Literacy Nights)
  - ☐ Parent/teacher conferences twice a year
  - ☐ Report cards sent home three times per year at elementary and middle school
- Provide opportunities for parents to participate, as appropriate, in decisions relating to the education of their children
  - ☐ Parent/teacher conferences
  - ☐ Response to Intervention Process
  - ☐ IEP meetings
- Involve parents in the development and review of a school-parent compact that outlines shared responsibility for improved student academic achievement
  - ☐ Title I parent meeting
  - ☐ Parent/teacher conferences

- Provide assistance, opportunities, and/or materials for helping parents to understand topics relating to their student's academic achievement in a format and when feasible, in a language that parents can understand
  - ☐ Interpreters attend meetings
  - ☐ Communication is sent home in English and Spanish, other languages as needed
- Parents of all students are welcome and encouraged to be involved in their child's education. Accommodations will be provided for parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, or are parents of migratory children
  - ☐ Interpreters (language, hearing) available and utilized as needed
  - ☐ Migrant facilitators available to support migrant families
  - ☐ ADA accessible buildings or meetings held in accessible locations
  - ☐ School information is communicated in a variety of ways (social media, emails, newsletters, phone calls)

Pregnant or Parenting Students – Board Policy 8518

The Grand Island Public Schools recognizes that pregnant or parenting students have the right and responsibility to attend school. This attendance right and responsibility applies to students regardless of their marital or parental status. The Grand Island Public Schools will educate pregnant or parenting students and will provide reasonable accommodations to support and encourage all pregnant or parenting students to obtain their high school diploma. No student will be excluded from, denied the benefit of, or discriminated against under any educational program or activity because of pregnancy or parenting responsibilities.

Homeless Students - Board Policy 8231

Grand Island Public Schools reaffirms its commitment to a policy of providing equal educational opportunities for all students commensurate with their needs, abilities and diverse cultural backgrounds. It shall be the policy of the Grand Island Public Schools to ensure that each homeless student has equal access to a free, appropriate public education as provided to all other students. Grand Island Public Schools will comply with the federal and state law related to homeless students. A "homeless child" for the purposes of this Policy is a student who lacks a fixed, regular, and adequate nighttime residence, as defined by applicable federal and state law related to homeless students. An "unaccompanied youth" is a student who is not in the physical custody of a parent or guardian. The following guidelines are detailed in 8231.1-Administrative Procedures for Implementation of 8231.

1. Homeless Coordinator: The District's designated Homeless Coordinator is the Assistant Superintendent for Student Services and Homeless Education Liaison. The Homeless Coordinator may delegate the specified duties as the Homeless Coordinator determines to be appropriate. The Homeless Coordinator shall serve as the school liaison for homeless children and youth.
2. Enrollment and Placement of Homeless Students: The enrollment and placement of homeless students shall be in compliance with federal and state law.
3. Educational Services and Stigmatization or Segregation: It shall be the policy of Grand Island Public Schools that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless students will be provided services comparable to services offered to other students in the school in which the homeless student has been placed, including the following: transportations services, educational services for which the student meets the eligibility criteria, such as services provided under Title 1, educational programs for students with disabilities, and educational programs for students with limited English proficiency, programs in vocational technical education, programs for gifted and talented students, and school nutrition programs.
4. Transportation: Transportation will be provided to homeless students to the extent required by law.
5. Dispute Resolution. The process to resolve disputes concerning the enrollment or placement of a homeless student is included in 8231.1-Administrative Procedures for Implementation of 8231.

Student Due Process Rights - Complaint Procedures - Board Policy 8420

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

resolved quickly and equitably.

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

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

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

If the matter is not satisfactorily resolved by the superintendent, the student and parent/guardian may request a hearing with the Grand Island Public Schools Board of Education.

Student and Staff Memorials – Board Policy 9501

The Grand Island Public Schools recognizes that memorials of flowers, personal messages and mementoes are often created at lockers, student gathering spaces and other areas on district property upon such losses or events. Such memorials shall not be permitted due to disruption of the learning environment. Donations to the Grand Island Public Schools Foundation for scholarships are encouraged for a more lasting remembrance. Private sales of memorabilia "for profit" will not be permitted in Grand Island Public Schools or at events.

The school yearbook will include a "Memorial Page" to recognize all students and staff who passed during the current school year. One edition of the school newspaper/newsletter will recognize the death of a student or staff member. Information on a "Memorial Page," is limited to the name, photo, dates of birth/death, and school activities in which the student or staff member participated. It is not appropriate to list cause of death in the publication. The designated "memorial page" sponsored by the school shall be the only memorial page accepted for the yearbook. No pages for memorials will be available for purchase.

DISTRICT WELLNESS POLICY - Board Policy 7190

The Grand Island Public Schools acknowledge that student and staff wellness play a critical role in the academic environment. As recommended by the Nebraska Health School Program Local School Wellness Policy Implementation (July 29, 2016) the Grand Island Public Schools will provide a healthful learning environment by supporting district policy with healthy school meals, healthy competitive foods and beverages, physical and social/emotional education, physical activity, and student and employee wellness.

The Grand Island Public Schools will provide a comprehensive learning environment to develop and practice lifelong wellness behaviors, with the objective of promoting student and staff health and reducing childhood obesity. School learning environment expectations shall be aligned with federal guidelines, **7190 DISTRICT WELLNESS POLICY**, and The Healthy, Hunger-Free Kids Act of 2010. Guidelines shall promote active lifestyles and healthy habits to positively influence student and staff understanding, beliefs and behaviors related to health education, wellness, and physical activity.

Technology

SEE ALSO: GIPS ONE-TO-ONE STUDENT/PARENT HANDBOOK, PAGE 44

Student Use of Personal Electronic Communication Devices - Board Policy 8456

Electronic Communication Devices (ECDs) when used in support of student learning are allowed in Grand Island Public Schools according to the procedures included in this document. Students may bring personal technology, including computers, smart phones, network access devices, or other electronic communication devices to school provided that such technology is used for instructional purposes. Students shall abide by the instructions provided by teachers and other school staff in the use of such personal technologies. Access to the Internet or other district communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or to other district communication systems from personal technology is not available via hardwire connections. Video game systems, DVD players, and other devices, which serve no educational function, are prohibited.

Cameras and/or video recorders (other than those incorporated into ECDs) are not allowed in school buildings, on school-provided transportation, or at school-sponsored activities without the express authorization in advance by the building principal or designee. The use of any photographic or video equipment, including such equipment incorporated into ECDs, is prohibited without expressed administrative consent.

Personal ECDs are allowed on school property subject to the following:

- Camera, video, and/or audio recorders will not be used while on school property, at school-sponsored activities, or while on school-provided transportation, without administrative consent.
- Phones should be kept either turned off, or on silent following the rules specified by the classroom teacher.
- Any ECD containing an integrated camera will be turned off (not simply on silent or vibrate mode) and kept stowed out of sight in locker/dressing rooms or on district provided transportation.
- Personal ECDs are only allowed to connect to the filtered, unsecured wireless network in the district. Any attempt to circumvent technology protection measures such as network Internet access filtering by using an ECDs built-in cellular network is prohibited.
- Students in grades 6-12 may use personal ECDs at school following administrative guidelines. Guidelines for acceptable use will be shared with students and parents.
- Students in grades Pre-K-5 are discouraged from bringing ECDs to school.
- Use of ECDs will follow the same network access guidelines as included in the Acceptable Use Agreement. Examples of behavior which is not tolerated includes but is not limited to:
  - ☐ cheating;
  - ☐ bullying or harassment;
  - ☐ displaying, accessing, or downloading obscene or pornographic materials; or
  - ☐ disruption of the learning environment.

The consequences for using ECDs in violation of the aforementioned rules, state or federal law, or school board policy are as follows:

- 1st Offense: The ECD will be confiscated, turned in to the school office, and picked up by the student from the principal at the end of the school day, unless the device is needed longer for examination by school or district IT personnel.
- 2nd Offense: The ECD will be confiscated, turned in to the school office, and picked up by the parent or guardian following a meeting with the principal.
- 3rd Offense: The privilege to bring an ECD on to school property is revoked and the parent or guardian can pick up the ECD from the principal at the end of the semester.

The principal will decide when the student's privilege to bring an ECD to school is restored.

In addition to the above consequences, school officials may conduct a search of the ECD if they have reasonable suspicion that the student was using the ECD to violate the law, school board policies, or school rules. Depending on the nature of the violation, school officials may make a referral to law

enforcement officials, and/or commence disciplinary action against the student such as expulsion, suspension, or reassignment. The possession of obscene or pornographic or other illicit material on an ECD will result in a referral to law enforcement officials.

Grand Island Public Schools will not be responsible for the loss, theft or damage to ECDs. Students who bring such devices onto school property do so at their own risk of loss and with the understanding that unclaimed devices will be disposed of by the school at the end of the semester.

Internet Safety – Board Policy 8457

It is the policy of Grand Island Public Schools to comply with the Children's Internet Protection Act (CIPA). Technology protection measures will be used to block and filter Internet access. These measures are in place to provide reasonable protection from the inadvertent access of obscene visual depictions or pornography, child pornography, or other content deemed harmful to minors. Grand Island Public schools shall:

- prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
- prevent unauthorized access, including so-called "hacking," and other unlawful activities online; prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

In addition to technology protection measures, the Grand Island Public Schools will provide annual training for students at all grade levels addressing the following issues:

- access by minors to inappropriate matter on the Internet and World Wide Web;
- the safety and security of minors when using electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications;
- unauthorized access including "hacking" and other unlawful activities by minors online;
- unauthorized disclosure, use, and dissemination of personal information regarding self or others; and
- monitoring the online activities of minors and cyber bullying awareness and response.

Users who fail to abide by district Network Usage Agreement procedures shall be subject to disciplinary action, possible revocation of the user account, and legal action as appropriate. Potential consequences may include, but not be limited to:

- restriction or loss of access to the network and Internet;
- possible suspension, reassignment, or expulsion; and/or,
- referral to law enforcement.

It shall be the responsibility of all members of the Grand Island Public Schools staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the superintendent or the superintendent's designees.

All district policies, including those addressing discrimination, harassment, and copyright issues, will apply to the use of networked resources.

Electronic Device Voluntary Protection Plan

The implementation of laptops and other electronic devices as a learning resource represents a huge financial commitment on the part of the district. Similar to any school property, students are financially responsible for any damages to their electronic device. In order to provide end-user protection and peace of mind, GIPS is offering a voluntary electronic device protection plan. If you choose to enroll, the financial burden of accidental damage or theft will be lessened.

Cost for Protection Plan:
The protection plan works on a yearly fee with a per-incident deductible:

GIPS Student 1 to 1 device:
Yearly Enrollment Cost = $10
1st Incident Deductible = $20
2nd Incident Deductible = $40
3rd Incident Deductible = $60

Protection plan enrollment cost and deductibles will be adjusted as needed on an annual basis.

Students can enroll in the voluntary protection plan by visiting the Grand Island Senior High, Middle School Media Center, or the elementary school office. The plan is designed for 5-12 grade students, but can include students in any grade level who are taking the device home. If the student is enrolled in Virtual School at any grade level, it is highly encouraged that they participate in the plan. If there is an issue, the student should bring the device to the Media Center immediately to get a replacement while the device is being repaired, or contact the school's Technology Assistant for assistance.

STUDENT INVOLVEMENT

Extracurricular Activities

Rights, Conduct, Rules and Regulations

Extracurricular programs enrich the curriculum of the school, and students are encouraged to participate in activities that interest them. There are intra-murals, fine arts activities, a wide variety of clubs, and interscholastic athletics. All extracurricular activities are considered an extension of the school day, regardless of the location; therefore, regular school policies should dictate the student behavior. The Grand Island Public Schools will adhere to the rules and regulations set forth in Title IX guidelines on sex discrimination as well as other pertinent rules and regulations.

In order to represent a high school in interscholastic athletics/activities a student must abide by eligibility rules as set by the Nebraska School Activities Association. These rules include such items as: a student is ineligible if 19 years of age on or after August 1, of current school year; students must have been enrolled in school the immediate preceding semester and have passed a minimum of 20 hours that semester; students must be enrolled in 20 semester hours in the current semester. Consent forms and complete rules are available through the Activities Office.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Student Concussions - Board Policy-8655

Concussion and brain injury information will be provided on an annual basis to students and the students' parents or guardians prior to such student initiating practice or competition. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games until the student: (i) has been evaluated by a licensed healthcare professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school

accompanied by written permission to resume participation from the student's parent or guardian. It is recognized that coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury to the student's coaches on a timely basis.

Extracurricular Activity Code of Conduct

The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities. A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline

The following conduct rules have been determined by the Grand Island Public Schools to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

- Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
- Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
- Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
- Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
- Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
- Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in an manner that is unlawful or contrary to school activity rules.
- Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a

controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.
- Public indecency.
- Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
- Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
- Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
- Repeated violation of any of the school rules.
- Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
- The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
- Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
- Willfully violating the behavioral expectations for those students riding Grand Island Public School buses or vehicles used for activity purposes.
- Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
- Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
- Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
- All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
- Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials. Behaviors not covered in this handbook will be handled on an individual basis with disciplinary action determined by the appropriate administrator.

Violation determination

A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:
- When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
- When a student is convicted of a criminal offense. Conviction includes, without limitation, a conviction, a plea of no contest and an adjudication of delinquency by a juvenile court.
- When a student admits to violating one of the standards of the Code of Conduct.
- When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
- When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedure Prior to Suspension

In the event that this policy is violated and a student is to be suspended from an activity, the following process shall be initiated:

1. The student shall be notified of the alleged rule violation in a meeting with school officials. At that meeting, the student and the school officials will discuss the details of the alleged violation, and the ensuing consequences. The student shall have an opportunity to present information related to the incident.
2. Parents of the student shall also be notified of the violation and consequences. School officials will summarize the details related to the incident and then advise the student and parents of the action that will be taken.
3. The student and parents shall be afforded full opportunity to make any statements or request explanations related to the incident.
4. The building principal shall issue a decision related to suspension.
5. The student or student's parent/guardian may request in writing an informal hearing before the superintendent or designee within five days of the suspension notice. The superintendent may designate an administrator not responsible for the suspension decision as the superintendent's designee to conduct the hearing. The hearing will be held within ten calendar days of receipt of the request. Upon conclusion of the hearing, a decision will be rendered within five school days.
6. There will be no stay of the penalty imposed pending completion of the due process procedures
7. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Appeal Process

After a ruling of ineligibility resulting in suspension from activities has been made, a student and a students' parents may formally appeal the decision, in writing, to the superintendent of schools, provided an appeal is received five (5) days from the first day such ineligibility shall take effect.

Consequences specific to drugs, alcohol or other controlled substances

The student shall not be involved with alcohol, tobacco, or illegal drugs. During the school year, or in the summer whenever a student is representing Grand Island Public Schools at an activity, a student shall not, regardless of quantity, use, consume, or have in their possession, alcohol, tobacco, or controlled substances. Students shall not buy, sell, or give away alcohol, tobacco products, controlled substances, or look-alikes.

Board Policy 8650.1 Participation in Activities Guidelines

The Grand Island Public Schools (GIPS) hold students involved in activities to a higher standard, as they represent not only themselves, but their school and community. GIPS expects all athletes and activity participants to be drug, alcohol, and tobacco free, and to understand that it is a privilege to be involved in school activities. The following applies to all school activity participants.

A lifestyle free from the influence of drugs and alcohol is a responsible and healthy choice. Decisions related to this issue are extremely important and do have a direct correlation with student success. Students, parents, and the school all share responsibilities in the development of these important student choices. The Grand Island Public Schools continue to endorse and support a lifestyle for students that is free from the influence of alcohol, drugs, and tobacco. When students choose to use alcohol, drugs, and/or tobacco, their levels of performance are diminished. GIPS has established rules and consequences, with an emphasis on a program of education and support to foster a chemical-free lifestyle.

Procedure for Rule Violation

The student shall not be involved with drugs, alcohol, or tobacco. Whenever a student is representing GISH in an activity, a student shall not, regardless of quantity, use, consume, or have in their possession, drugs, alcohol, or tobacco (with exceptions as outlined by state statutes 53-168.06, 53-180.2). Students shall not buy, sell, or give away drug, alcohol, or tobacco products, or look-alikes. It is not a violation for a student to be in possession of or use a controlled substance specifically prescribed for the student by their doctor. Consequences will be documented regardless of the student's attendance center. Methods for

verification of rule violation include: a) Ticketed by the police for drug/alcohol/tobacco related offense; b) Admission by the student involved; c) Violation witnessed by school personnel; d) Other evidence that the rule violation took place.

In the event that this policy is violated, the following process shall be initiated:

1. The student shall be notified of the alleged rule violation in a meeting with school officials. At that meeting, the student and the school officials will discuss the details of the alleged violation, and the ensuing consequences. The student shall have an opportunity to present information related to the incident. A student who "self-reports" will have an impact on consequences.
2. Parents of the student shall also be notified of the violation and consequences. School officials will summarize the details related to the incident and then advise the student and parents of the action that will be taken.
3. The student and parents shall be afforded full opportunity to make any statements or request explanations related to the incident.
4. The building principal shall issue a consequence.
5. This decision is final and binding on all parties. Appeals to the decision remain at the building administrative level.

After confirmation of the violation, in addition to established state statutes and local school policies, the student shall be required to receive support from a school approved drug/alcohol/tobacco support program and may be suspended from all school activities for a specified number of school calendar days starting from the date of the confirmation. Students involved in a school-sponsored activity will be required to attend and participate in all practice sessions during the time of suspension. They may also be required to attend, but not participate, at a scheduled performance/event.

Consequences

Consequences for drug, alcohol, and tobacco violations are as follows:

- **First Violation:** A five (5) day or less suspension from school activities. In addition, the student will be required to attend and complete an educational program endorsed by the school;
- **Second Violation:** A seven (7) day or less suspension from school activities. In addition, the student will be required to show evidence that they have received counseling from a professional outside of the school (i.e. Central Nebraska Council on Alcohol and Addictions, drug and alcohol counselor, psychiatrist, psychologist, etc.). The school may require the student to participate in a drug/alcohol evaluation before they can participate in an activity;
- **Third Violation:** Fourteen (14) day or less suspension from school activities and the student will be required to complete a professional evaluation and program for chemical dependency. Verification of completion of the chemical dependency treatment program must be provided in writing by the director or counselor of the chemical dependency program prior to reinstatement of the student.

Letters and Post-Season Honors

A student who commits a Code of Conduct violation is:
Eligible to letter, provided the student meets the criteria of the coach or sponsor.
Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation.
The coach/sponsor, with the athletic director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

Attendance expectations for participants

Student participants are expected to meet the following attendance expectations:

- Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy may be found ineligible to participate in extracurricular activity contests or performances.
- Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
- On the day of a contest, performance or other activity, be in attendance at least half of the school

day. A student who is not in attendance for at least half of his/her scheduled classes is ineligible for the contest, performance, practice, rehearsal, or activity. Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the principal or athletic director.

Parents' Role in Extracurricular Activities

Communicating with your children

Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.

- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, he or she will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that his or her philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under his or her leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Communicating with the coach

Communication you should expect from your child's coach includes:

- Philosophy of the coach
- Expectations the coach has for your child
- Locations and times of all practices and contests
- Team requirements
- Procedure should your child be injured
- Discipline that results in the denial of your child's participation

Communication coaches expect from parents:

- Concerns expressed directly to the coach
- Notification of any schedule conflicts well in advance
- Specific concerns in regard to a coach's philosophy and/or expectations

Appropriate concerns to discuss with coaches:

- The treatment of your child, mentally, and physically
- Ways to help your child improve
- Concerns about your child's behavior
- Injuries or health concerns
  Report injuries to the coach immediately. Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.

Issues not appropriate to discuss with coaches:

- Playing time
- Team strategy
- Play calling
- Other student-athletes (except for reporting activity code violations)

Appropriate procedures for discussing concerns with the coaches:

- Parents should always let the student and the coach work out any issues first before intervening. A goal of all our extracurricular programs is to develop our young people into responsible adults; part of that is being able to deal with adversity, and address any issues head on.
- Call to set up an appointment with the coach.
- Do not confront a coach before or after a contest or practice (these can be emotional times for all parties involved and do not promote resolution).

What should a parent do if the meeting with the coach did not provide satisfactory resolution?

- Call the athletic director to set up a meeting with the activities director, coach, and parent present.
- At this meeting, an appropriate next step can be determined, if necessary.

Responsibilities of Spectators Attending Extracurricular Activities

- Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
- Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
- Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious.
- Maintain self-control.
- Do not "boo," stamp feet or make disrespectful remarks toward players or officials.
- Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
- Know that noisemakers of any kind are not proper for indoor events.
- Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
- Stay off the playing area at all times.
- Do not disturb others by throwing material onto the playing area.
- Show respect for officials, coaches, cheerleaders and student-athletes.
- Pay attention to the half-time program and do not disturb those who are watching.
- Respect public property by not damaging the equipment or the facility.
- Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
- Refrain from the use of alcohol and drugs on the site of the contest.

School Dances

A school sponsored dance is a school activity subject to all provisions of the Extracurricular Activity Code, and is a privilege available to students meeting all requirements for participation. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

Who can attend

- Only students of Grand Island Public Schools and their guests may attend (including Success Academy).
- GISH and Success Academy students who graduate at semester or graduate early in the Spring semester may attend prom.
- Students currently attending Grand Island Senior High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Grand Island Senior High School or their own school and have completed the Outside Date Request Form are generally considered appropriate dates or invited guests.
- Persons must be of high school age and not older than 20 years of age to attend GISH dances.
- Some school dances may be restricted to students attending specified grades levels at Grand Island Public Schools. For any dances at the middle school level, only students attending Grand Island Public Schools in the grade(s) for which the dance is being held may attend.
- Students who have been suspended from school or from extracurricular activities may not attend.
- The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.

- Rules for dances may restrict students and their guests from leaving dance until the dance ends without written parental permission on a form provided.
- Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.

Prohibited Substances

Alcoholic beverages, illegal drugs, and tobacco are prohibited. Anyone using prohibited substances or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer test prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

Appropriate Attire

Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the principal or staff sponsor for the event if you are uncertain about your attire.

Behavior on the dance floor

No "grinding" or sexually explicit dancing will be allowed. An initial warning for inappropriate dancing will be given to each student when s/he enters the dance. If the student chooses to 'grind' or dance inappropriately during the dance, s/he will be asked to leave, and parents will be called.

SUPPLY LISTS

These items are recommended for purchase by parents/guardians. These supplies are not a requirement to attend school. Schools can provide individual classroom "wish lists" if patrons would like to donate supplies.

GIPS Elementary Supply List

Kindergarten, First & Second Grades:

- Headphones (no earbuds)
- Book bag/backpack
- 24 count Crayons
- Pencils
- Pencil bag or box
- Large erasers
- Fiskar scissors
- Pocket folders
- Glue/glue sticks

Third, Fourth, & Fifth Grades:

- Headphones
- Book bag/backpack
- Crayons
- Pencils
- Pencil bag
- Erasers
- Fiskar scissors
- 3 pocket folders
- Glue/glue sticks
- Colored pencils
- 1 spiral notebook
- Loose-leaf paper (wide or college)

GIPS Middle School Supply List

Barr Middle School

All Grades Supply List

- Pens: red, blue and black
- Pencils
- Erasers
- Highlighters
- Box of colored pencils or markers
- Three packages loose-leaf notebook paper
- 1" binder
- Two composition notebooks
- 1-subject spiral notebook
- Earbuds (optional)
- Black dry erase markers

Walnut Middle School

All Grades Supply List

- Pencils
- Pens
- Personal use earbuds
- 2" binder

Westridge Middle School

All Grades Supply List

- Colored pencils
- Earbuds/headphones
- Pencils/Pens
- Pack of paper
- Dry erase markers
- Highlighter
- Ruler
- Markers
- Glue/glue stick
- Graph paper (8th grade only)
- (Five) 3-prong pocket folders

CBI Program List

- Regular pencils
- Three boxes of tissues
- Large pink eraser
- One package of colored pencils
- Two dry erase markers
- Package of highlighters
- Markers or crayons

Suggested List for CBI

- ☐ Water bottle
- ☐ Wipes
- ☐ Toothbrush/toothpaste
- ☐ Spare outfit (with name on tags)

GIPS High School Activity Supply List

These are items students are required to purchase in order to participate in the listed activity. These are items not provided by the school. Fundraising opportunities are available where noted.

Activities/clubs/organizations

GISH Trap Team
- Shotgun
- Ammunition
- Ear plugs
- Safety glasses
- Team shirt

Key Club
- $15 dues

Mock Trial
- Dress clothes, shoes for competition

Athletics

Baseball
Fundraising opportunities available
- Away jersey
- Catcher's equipment
- Hats
- Bats

Basketball - girls
- Basketball shoes

Cheerleading
Fundraising opportunities available
- Uniforms
- Camps

Cross Country - boys and girls
- Running shoes

Football
Fundraising opportunities available
- Practice t-shirt
- Practice shorts
- Practice socks
- Polo shirt
- Football cleats

Golf - boys
Fundraising opportunities available
- Polo shirt

Golf - girls
- Golf clubs
- Polo shirt
- Appropriate golf attire for practices

Soccer - boys
Fundraising opportunities available
- Uniform

Soccer - girls
Fundraising opportunities available
- Soccer cleats
- Shin guards
- Uniforms (if players want to keep them)
- Warm up gear

Softball
Fundraising opportunities available
- Uniforms
- Practice gear
- Bat
- Glove

Swimming - boys and girls
- Swimsuit
- Goggles

Tennis - boys
- Rackets
- Court shoes

Track and field - boys and girls
- Running shoes/spikes
- Sweats/weather gear

Volleyball
Fundraising opportunities available
- Kneepads
- Volleyball shoes
- Practice t-shirts
- Game warm-ups

Fine Arts

Band
Fundraising opportunities available
- Shoes
- Gloves
- T-shirt
- Concert outfit (dress/tux)

Choir
- Concert outfit (dress/tux)

Forensics
Fundraising opportunities available
- Dress clothes
- Team shirt

Orchestra
- Concert outfit (dress/tux)

Show Choir
Fundraising opportunities available
- Character shoes (ladies)
- Tights/spandex shorts (ladies)

GIPS ONE-TO-ONE STUDENT/PARENT HANDBOOK

Overview

Grand Island Public Schools (GIPS) views the use of electronic resources as central to the delivery of its educational program and expects that all students will use electronic resources as an essential part of their learning experience. It is the policy of GIPS to maintain an environment that promotes ethical and responsible conduct in all electronic resource activities. With the privilege and opportunity to explore resources come responsibilities for the parent and the student. When signing the Student/Parent Laptop Agreement, you are acknowledging that you understand and accept the information in this document.

GIPS students and families must understand that:

- All users of the GIPS network and equipment must comply at all times with the GIPS School District 8457.1 Administrative Guidelines for Network Usage – Students.
- Laptops are on loan to students and remain the property of GIPS.
- All users are accountable to all school, district, local, state, and federal laws.
- All use of the laptop and network must support education.
- Students and families must follow all guidelines set forth in this document and by GIPS staff.
- All rules and guidelines are in effect before, during, and after school hours, for all GIPS computers whether on or off the school campus.
- All files stored, accessed, or transmitted on GIPS equipment or networks are subject to review and monitoring. Students using GIPS equipment or networks have no expectation of privacy.
- The term "equipment" or "technology" refers to laptops, tablets, batteries, power cord/chargers, cases, and accessories.
- Each piece of equipment is issued as an educational resource. The conditions surrounding this equipment can be equated to those of a school issued textbook.
- Students are expected to keep the laptops in good condition. Failure to do so may result in bills for repair or replacement.
- The price that the district paid for the laptop includes: the laptop, case, battery, and power adapter.
- Students are expected to report any damage to their computer/equipment as soon as possible. This means no later than the next school day.
- Students who identify or know about a security problem are expected to convey the details to their teacher without discussing it with other students.
- Students are expected to notify a staff member immediately if they come across information, images, or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- All users are expected to follow existing copyright laws and educational fair use policies.
- Students may only log in under their assigned username. Students may not share their password with other students.
- Students may not loan laptop components (power adapter, battery, case, etc.) to other students for any reason. Students who do so are responsible for any loss of components.
- Laptops come with a standardized image already loaded.
- All students have access to Google Drive on which to store data. It is the responsibility of the student to see to it that critical files are backed up regularly to this location.
- Any failure to comply may result in disciplinary action. GIPS may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity.
- GIPS reserves the right to confiscate the property at any time.

Parent/Guardian Responsibilities

Grand Island Public Schools makes every effort to equip parents/guardians with the necessary tools and information to ensure safe use of the laptops in the home. There are several responsibilities assumed by the parent/guardian. These are outlined below.

Sign the Student/Parent Laptop Agreement

Parent/Guardian Responsibility

In order for students to be allowed to take their laptops home, the student and their parent/guardian must sign the Student/Parent Laptop Agreement after the Parent Laptop Orientation. The Parent Laptop Orientation provides background information about the device and how students are expected to use and care for the device. Check with your student's school for the options and schedule.

Orientation Topics

- GIPS Electronic Use Policy and Acceptable Use Procedure
- Student/Parent Laptop Handbook
- Internet safety
- Parent/guardian and student responsibilities

Accept Liability

Parent/Guardian Responsibility

The parent/guardian/student are responsible for the cost of repair or replacement at the date of loss if the property is:

- Not returned
- Intentionally damaged
- Lost or damaged because of negligence
- Stolen, but not reported to school and/or police in a timely manner

Monitor Student Use

Parent/Guardian Responsibility

The parent/guardian must agree to monitor student use at home, and away from school. The best way to keep students safe and on-task is to have a parent/guardian present and involved.

Suggestions

- Investigate and apply parental controls available through your internet service provider and/or your wireless router.
- Develop a set of rules/expectations for laptop use at home. Some websites provide parent/child agreements for you to sign.
- Only allow laptop use in common rooms of the home (e.g. living room or kitchen) and not in bedrooms.
- Demonstrate a genuine interest in what your student is doing on the laptop. Ask questions and request that they show you his or her work often.

Support Student Safety

Shared Responsibility

For schools and parents/guardians alike, student safety is always a high priority. The precautions described in this section are intended to help students be safe on the path to and from school. Student safety always comes first.

Safety Tips for Review

Please review the following safety tips with your student:

- Walk to and from school in groups of two or more.
- Be aware of your surroundings including people, vehicles, and wheeled devices.
- Let someone know when you leave and when you arrive home.
- If someone follows you on foot, get away from him or her as quickly as possible.
- If someone follows you in a car, turn around and go in the other direction.
- Always tell a parent, guardian, school official, or trusted adult what happened.
- Obey the traffic lights and crosswalk signals.
- Look both ways and never run across the street.
- If someone demands your laptop, give it to the person.

Laptop Rules and Guidelines

The rules and regulations are provided here so that students and parents/guardians are aware of the responsibilities students accept when they use a district-owned computer. In general, this requires efficient, ethical, and legal utilization of all technology resources. Violations of these rules and guidelines will result in disciplinary action.

Students receive laptop-related training at school during the first weeks of school. Below you will find a summary of the main points of each training topic.

Summary for Administrative Guidelines for Network Usage

General Guidelines

All use of technology must:

- Support learning
- Follow local, state, and federal laws
- Be school appropriate

Security Reminders

- Do not share logins or passwords Exception: students are asked to share passwords with parents or guardians
- Do not develop programs to harass others, hack, bring in viruses, or change others' files
- Follow internet safety guidelines

Activities Requiring

- Teacher Permission
- Sending email
- Instant-messaging
- Using headphones in class

Appropriate Content

All files must be school appropriate. Inappropriate materials include explicit or implicit references to:

- Alcohol, tobacco or drugs
- Gangs
- Obscene language or nudity
- Bullying or harassment
- Discriminatory or prejudicial behavior

Removable Media/Storage

All GIPS rules and guidelines apply to any removable media/storage plugged in to a GIPS laptop. Note: Google Drive (cloud) is preferred for backup.

Laptop Use, Care, and Classroom Routines

Lockers (if available)

- Laptops should be stored in the carrying case.
- Never pile things on top of it.
- Never leave it on the bottom of the locker.
- Never leave the locker set to open without entering the combination.

Hallways

- Keep your laptop in the GIPS case at all times.
- Always use the handle, strap, or two hands to carry the laptop.
- Never leave the laptop unattended for any reason.
- Log-off or lock the computer before you change classes.

Classroom Habits

- Center the laptop on the desk.
- Close the lid of the laptop before standing up.

- Lock the computer before walking away from it.
- Follow all directions given by the teacher.

Care of Laptop at Home

- Charge the laptop fully each night.
- Use the laptop in a common room of the home.
- Store the laptop on a desk or table - never on the floor.
- Protect the laptop from:
  - Extreme heat or cold
  - Food and drinks
  - Small children and pets

Traveling To and From School

- Do not leave the laptop in a vehicle.
- The laptop must be transported in the GIPS provided laptop case.
- If ever in a situation when someone is threatening you for your laptop, give it to them and tell a staff member as soon as you arrive at school.
- Stolen laptops are located through CompuTrace/Absolute Manage and are retrieved in cooperation with the local police department.

Prohibited Actions

Students are prohibited from:

- Putting stickers, markings, or an additional case/cover on the laptops, cases, batteries, power adapters.
- Defacing GIPS issued equipment in any way. This includes but is not limited to marking, painting, drawing or marring any surface of the laptops or accessories.
- If such action occurs, the student will be billed the cost of repair or replacement.

Troubleshooting and Swaps

- Student tries to fix the problem.
- Always try restarting the laptop as the first step in troubleshooting.
- If appropriate, student may ask a classmate for help.
- Student may ask a teacher if the teacher is available to help for this purpose.
- If the student, with consent of the teacher, is unable to resolve the problem, the student should email helpdesk@gips.org with a description of the issue.
- Student should then save any work that they have saved locally to his/her Google Drive.
- Student will receive an email with the ticket information or instructions to fix the problem.
- Student takes laptop to the media center during open hours.
- If the media center is not open, the student can continue to use his/her laptop if possible or use alternative methods (i.e. pencil and paper).
- Student returns to class with a swap laptop.
- When the student's original laptop is ready to be picked up, student will receive an email with instructions for the return of the swap.
- Student picks up laptop from media center during open hours.

Google Email for Students

Purpose

All GIPS middle school students are issued a Google email (Gmail) account. Gmail allows students to safely and effectively communicate and collaborate with GIPS staff and classmates, giving them an authentic purpose for writing. The affective use of email is

- A 21st Century communication tool.
- Used in careers and higher education settings.
- A way to meet ISTE standards.

Guidelines and Reminders

- Email should be used for educational purposes only.
- Email transmissions may be monitored by staff at any time to ensure appropriate use. This means that teachers may check students' email.

- All email and all contents are property of the district.
- Students should not delete email unless instructed to do so by a teacher. Deleting email will be interpreted as suspicious behavior and may be followed up with further investigation or disciplinary action.
- Email should only be used by the authorized owner of the account.
- Students need to protect their password.

Unacceptable Use Examples

- Non-education related forwards (e.g. jokes, chain letters, images).
- Harassment, profanity, obscenity, racist terms.
- Cyber-bullying, hate mail, discriminatory remarks.
- Email for individual profit or gain, advertisement, or political activities.

Web Cams

Purpose

Each student laptop is equipped with a web cam. This equipment offers students an extraordinary opportunity to experience a 21st Century tool and to develop 21st Century communication skills.

Examples of Use

Web cams are to be used for educational purposes only, under the direction of a teacher. Examples include:

- Recording videos or taking pictures to include in a project
- Recording a student giving a speech and playing it back for rehearsal and improvement.

Important Note

Please note that installing internet calling/video-conferencing software (i.e. Skype) is prohibited on GIPS laptops. Software for using the web cam is already installed on the GIPS laptop.

Safety

Please refer to the Parent Responsibility section of this document for suggestions on monitoring student use of technology in the home.

Listening to Music

At School

Listening to music on your laptop is not allowed during school hours without permission from the teacher. Permission will be given only for media used to complete a school assignment.

At Home

Listening to music on your laptop (from a streaming website) is allowed at home with permission from parents/guardians.

Watching Movies

At School

Watching movies on your laptop is not allowed during school hours without permission from the teacher. Permission will be given only for media used to complete a school assignment

At Home

Watching movies on your laptop (from a streaming website) is allowed at home with permission from parents/guardians.

Gaming

At School

Online gaming is not allowed during school hours unless you have been given permission by a teacher. Any games must be in support of education.

At Home

Online gaming is allowed at home if all of the following conditions are met:

- The content of the game is school appropriate.
- You have permission from your parent/guardian.
- The game is in support of education.
- All school work is complete.
- No download of any kind is needed.

You are not allowed to load personal software onto your computer.

Printing

Printing at School

Any documents that require printing should be printed at school. This means there should be no school-required reason for printing at home. If a student chooses to print school work at home, we suggest using the following option:

- Save or upload the file to the student's Google Drive. Use the home computer to access the file via the student's Google Drive.

Desktop Backgrounds and Screensavers

Considerations

The GIPS image for the laptops will include a standard background image and screen saver, these settings cannot be managed by the student.

Copyright and Plagiarism

Considerations

Students are expected to follow all copyright laws. Duplication and/or distribution of materials for educational purposes is permitted when such duplication and/or distribution would fall within the Fair Use Doctrine of the United States Copyright Law (Title 17, USC)

Technology Discipline

Behaviors and Discipline Related to Student Computer Use

Tech-related behavior violation equivalent to classroom violations:

- Email, instant messaging, internet surfing, computer games (off-task behavior)
  Equivalent to: Passing notes, looking at magazines, games (off-task behavior)
- Missing bag
  Equivalent to: No binder/missing supplies
- Cutting and pasting without citing sources (Plagiarism)
  Equivalent to: Plagiarism
- Cyberbullying
  Equivalent to: Bullying, harassment
- Damaging, defacing, or endangering laptop or accessories
  Equivalent to: Vandalism, property damage
- Using profanity, obscenity, racist terms
  Equivalent to: Inappropriate language
- Accessing pornographic material, inappropriate files, or files dangerous to the integrity of the network
  Equivalent to: Bringing pornographic or other inappropriate content to school in print form
- Using an electronic resources account authorized for another person
  Equivalent to: Breaking into or using someone else's locker

Technology Related Violations

Other behaviors unique to the digital environment without a traditional classroom behavioral equivalent:

- Deleting browser history
- Using electronic resources for individual profit or gain; for product advertisement; for political action or political activities; or for excessive personal use

- Making use of the electronic resources in a manner that serves to disrupt the use of the network by others
- Unauthorized downloading or installing software
- Attempts to defeat or bypass the district's Internet filter
- Modification to district browser settings or any other techniques, designed to avoid being blocked from inappropriate content or to conceal Internet activity

Discipline

School-Based Discipline

The discipline policies at each school encompass the one-to-one laptop environment. Please reference the materials specific to each school or contact the school directly for details.

Progressive Discipline

Discipline is progressive. Low-level, first-time infractions will have lesser consequences than infractions that are repetitive or more serious in nature.

Example of Progressive Discipline Steps

- Warning
- In-class consequence
- School-based consequences
- Parent contact
- Administration referral
- Loss of laptop for the class period of network access for extended period of time
- Loss of laptop
- Suspension

Classroom Interventions

For low-level infractions, classroom interventions will be the first level of discipline. This includes, but is not limited to, verbal warnings, seating changes, and teacher contact with home.

Consequences

GIPS may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity.

Examples of Unacceptable Use

Unacceptable conduct includes, but is not limited to, the following:

- Using the network for illegal activities, including copyright, license or contract violations
- Unauthorized downloading or installation of any software including shareware and freeware
- Accessing or exploring online locations or materials that do not support the curriculum and/or are inappropriate for school assignments
- Vandalizing and/or tampering with equipment, programs, files, software, network performance or other components of the network; use or possession of hacking software is strictly prohibited
- Gaining unauthorized access anywhere on the network
- Revealing the home address or phone number of one's self or another person
- Invading the privacy of other individuals
- Using another user's account or password, or allowing another user to access your account or password
- Coaching, helping, observing or joining any unauthorized activity on the network
- Posting anonymous messages or unlawful information on the network
- Participating in cyberbullying or using objectionable language in public or private messages, e.g., racist, terroristic, abusive, sexually explicit, threatening, stalking, demeaning or slanderous
- Falsifying permission, authorization or identification documents
- Obtaining copies of, or modifying files, data or passwords belonging to other users on the network
- Knowingly placing a computer virus on a computer or network
- Attempting to access or accessing sites blocked by the GIPS filtering system
- Downloading music, games, images, videos, or other media without the permission of a teacher
- Sending or forwarding social or non-school related email

Laptop Security

Balanced Approach

Two primary forms of security exist: laptop security and internet filtering. Each of the laptops has a security program installed on it. GIPS strives to strike a balance between usability of the equipment and appropriate security to prevent the units from being damaged or used to cause damage to the GIPS network.

Laptop Security

Security is in place on the laptop to prevent certain activities. These include downloading or installing software on the laptops, removing software, changing system settings, etc.

Internet Filtering at School and Home

GIPS maintains an on-site and remote internet filtering device. This program automatically filters all student access to the internet.

Voluntary Protection Plan

The purchase, implementation, and use of devices as a learning resource represent a huge financial commitment on the part of GIPS. Similar to other resources issued to students, students are financially responsible for any damage to, or loss of, the device. The replacement cost of a device and case is approximately $250.00. For this reason GIPS is offering a voluntary protection plan to provide families with peace of mind. The plan covers damage or theft of the device up to the replacement cost of the equipment.

Enrollment Cost

The protection plan works on a yearly upfront payment with a per-incident deductible:

Yearly payment	$10.00
1st Incident Deductible	$20.00
2nd Incident Deductible	$40.00
3rd Incident Deductible	$60.00

Damaged Equipment

Repairs

Occasionally, unexpected problems do occur with the laptops that are not the fault of the user (computer crashes, software errors, etc.). The Help Desk staff will assist students with having these fixed. These issues will be remedied at no cost.

Loaner Laptops– "Swaps"

Temporary replacements, known as "swaps", are available at each school so that learning is not disrupted by the repair process. Students are responsible for the care of the swap while issued to them. The same rules and regulations apply to swaps. Students are required to make frequent backups to their Google (cloud) Drive in case they need to be issued a swap.

Accidental Damage vs. Negligence

Accidents do happen. There is a difference, however, between an accident and negligence. After investigation by school administration and determination by the authorized repair company, if the laptop is deemed to be intentionally or negligently damaged by the student, the student may be subject to discipline and the cost of repair or replacement even if enrolled in the voluntary protection plan.

Lost or Stolen Equipment

Lost Equipment

Reporting Process

If any equipment is lost, the student or parent must report it to the school immediately. Students can let a teacher or administrator know, and the staff member will assist him/her.

Financial Responsibility

The circumstances of each situation involving lost equipment will be investigated individually. Students/families may be billed for damaged or lost equipment.

Stolen Equipment

Reporting Process

If equipment is stolen, a police report must be filed and a copy of the report must be provided to the school by the student or parent in a timely manner. Failure to report the theft to the proper staff and failure to follow the proper filing procedure may result in a bill for full replacement cost to the student.

Financial Responsibility

If there is not clear evidence of theft, or the equipment has been lost due to student negligence, the student and parent will be responsible for the full cost of replacing the item(s).

Replacement Costs

Payment Timeline

Parents/guardians/students have 30 days to pay any bills. If bills are not cleared within 30 days, students/parents will be billed for the full cost of repairs, and a claim will be filed by the school. The school may setup payment plans to clear bills, if needed.

Internet Safety – Board Policy 8457

Internet Safety Policy

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

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

2. Access to Inappropriate Material. To the extent practical, technology protection measures

(or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.

5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects within the Nebraska K-12 Language Arts Standards. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online using the GIPS information system.

7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice and will be reviewed as needed.

8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

Computer Acceptable Use Policy

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

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

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

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

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

4. Unacceptable Uses. The following are unacceptable uses of the technology resources:
   - Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
   - Campaigning: Technology resources shall not be used, and no person shall authorize its use, for campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
   - Technology-Related Limitations: Technology resources shall not be used in any manner, which impairs its effective operations or the rights of other technology users. Without limitation:
     - ☐ Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
     - ☐ Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
     - ☐ Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
     - ☐ Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
     - ☐ Users shall not copy, change, or transfer any software without permission from the network administrators.
     - ☐ Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
     - ☐ Users shall not engage in any form of vandalism of the technology resources.
     - ☐ Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
   - Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
     - ☐ to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
     - ☐ to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
     - ☐ to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
     - ☐ to engage in or promote violations of student conduct rules.
     - ☐ to engage in illegal activity, such as gambling.
     - ☐ in a manner contrary to copyright laws.
     - ☐ in a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.

8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Review of Internet Safety Policy 8457

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

References:

- Children's Internet Protection Act, 47 USC § 254 FCC Order adopted August 10, 2011
- 47 USC § 254(h)(1)(b);
- 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
- Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Grand Island Public Schools policies:

- 1310–NONDISCRIMINATION
- 1311-BULLYING AND HARRASSMENT
- 5521–COPYRIGYT COMPLIANCE
- 8457-INTERNET SAFETY

APPENDIX A

8505 TITLE IX SEXUAL HARRASSMENT (STUDENT)

It is the policy of the Grand Island Public Schools (GIPS) to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. GIPS does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to GIPS may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The GIPS Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board 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 68803
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Kristen Irey, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address: Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68803
Email: kirey@gips.org
Phone number: 308-385-5900

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to OCR.KansasCity@ed.gov.

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.
Exec. Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206
34 CFR part 106

Cross Reference: 1310 NONDISCRIMINATION
1311 BULLYING AND HARASSMENT
6214 ABUSE OF STUDENTS BY EMPLOYEES
6215 BULLYING AND HARASSMENT (Staff)
6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
6411 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION
7705 SPECIAL EDUCATION POLICIES
8420 STUDENT DUE PROCESS RIGHTS
8430 STUDENT DRESS CODE
8432 UNSPONSORED ORGANIZATIONS OR GANG ACTIVITIES
8450 STUDENT DISCIPLINE
8453 STUDENT SUSPENSION EXPULSION AND MANDAORY REASSIGNEMNT
8454 HAZING
8455 BULLYING AND HARASSMENT
8530 SAFETY AND GENERAL WELFARE
8550 CHILD ABUSE AND NEGLECT
8551 ABUSE OF STUDENTS BY EMPLOYEES
8552 DATING VIOLENCE PREVENTION

Policy Adopted: 08.13.2020

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GRAND ISLAND PUBLIC SCHOOLS

8820 STUDENT FEES

The Grand Island Public Schools realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. No fees, specialized or non-specialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district;
2. Post secondary education costs means tuition and other fees associated with obtaining credit from a post secondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Post-secondary education costs, limited to tuition, books, and fees associated with obtaining credits from the post-secondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or pre-kindergarten services in accordance with state statute;
8. Summer school or night school;
9. Breakfast and lunch programs;
10. Minor personal or consumable items for specific courses and activities, including, but not limited to, pencils, paper, pens, erasers, and notebooks;
11. Non-specialized attire meeting general written guidelines for specified courses and activities if the written guidelines are reasonably related to the course or activity; and
12. Materials required for course projects where the project becomes the property of the student upon completion.

The Grand Island Public Schools may also require students to furnish musical instruments for participation in optional music course that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school’s choice.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment, and specialized attire required for participation in extracurricular activities. Student fees, supplies, and attire may be waived in whole or part under the following circumstances:

a. A student is identified as being homeless.
b. Upon the Principal or Assistant Principal’s professional recommendation, based upon the students’ or families’ ability to pay as determined under a reasonable and prudent person standard.

The superintendent or designee shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- Participation in extracurricular activities;
- Post secondary education costs; and
- Summer school or night school.

The superintendent or designee shall publicize regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The superintendent or designee shall publicize regulations annually in the student handbook authorizing and governing:

- Any non-specialized clothing required for specified courses and activities;
- Any personal or consumable items a student will be required to furnish for specified courses and activities;
    - Teachers may request students to furnish minor personal consumable items, including but not limited to, pencils, paper, pens, erasers and notebooks, for courses and activities which count for graduation or advancement between grades, or in which participation is otherwise required by the Grand Island Public Schools. The request for such items shall be made in such a way that it is clear the furnishing of the same is voluntary. If a student is unable to provide the minor personal consumable item required, the school will supply the item to the student.
- Any materials required for course projects if the project becomes the property of the student upon completion; and
- Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The superintendent or designee shall publicize regulations authorizing and governing the following areas:

1. All fees to be collected within items one through nine of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;
5. Procedures for allowing facilities used for NSAA District events to avoid conflict with this policy;
6. Procedures to avoid the direct handling of fees for students receiving post secondary education credits;
7. Procedures for handling of fees related to summer school or night school;
8. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy;
9. Procedures for admitting students on waiver to extracurricular activities; and
10. Procedures for transportation of student spectators to extracurricular activities and collection of any related fees.

This policy will be reviewed and re-adopted annually by August 1 at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each student.

Legal Reference: *Neb. Constitution, Art VII, Sect. 1*
Neb. Rev. Stat. 79-215 (tuition)
79-241 (option student busing)
79-605 (nonresident busing)
79-611 (transportation fees)
79-734 (books, equipment and supplies)
79-2,104 (student files)
79-2,125 to 2,134 (student fees law)
79-1104 (before-and-after-school services)
79-1106 to 1108 (learners with high ability)

Grand Island Board of Education Policies:
8411 Fines for Lost or Damaged Items
8650 Participation in Extra Curricular Activities
8710 Student Files and Records

Policy Adopted: 7-11-02
Policy Reviewed: 9-18-03

GRAND ISLAND PUBLIC SCHOOLS

Policy Reviewed: 7-10-04
Policy Reviewed: 7-14-05
Policy Reviewed: 8-10-06
Policy Revised: 05.14.2015 – Public Hearing
Policy Reviewed: 05.12.2016 – Public Hearing
Policy Reviewed: 05.11.2017 - Public Hearing
Policy Reviewed: 06.13.2019 – Public Hearing
Policy Reviewed: 07.09.2020 – Public Hearing
Policy Revised: 06.09.2022 – Public Hearing

GRAND ISLAND PUBLIC SCHOOLS

8820.1 Administrative Procedures for Student Fees

The Grand Island Public Schools shall annually hold a public hearing at a regular or special meeting of the board on the proposed student fee policy, following a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the prior school year. The student fee policy shall be adopted by a majority vote of the school board and shall be published in the student handbook. The board shall provide a paper and/or electronic copy of the handbook to every student or to every household in which at least one student resides, at no cost to the student.

The student fee policy shall include regulations regarding:

- Any non-specialized clothing required for specified courses and activities;
    - *Any non-specialized attire required for participation in extra-curricular activities is to be as reasonably related to the course, non-specialized, general in nature, and suitable for as many similarly situated activities or courses as possible. Additionally, any specialized clothing is to be either provided at district expense or not required.*
- Any personal or consumable items a student will be required to furnish for specified courses and activities;
    - *There are no personal or consumable items students will be required to bring in order to participate in courses. The district will publish a list of personal items a student may wish to voluntarily provide but which are not required by the district.*
- Any materials required for course projects if the project becomes the property of the student upon completion; and
- Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.
    - *Students must provide all minor personal or minor consumable items for participation in extracurricular activities. The following represents personal items a student may wish to voluntarily provide but which are not required by the district.*

3. Fees for lost or damaged property is as follows:
The Grand Island Public Schools fees for lost or damaged property is as follows:

Fees for late library materials	$1.00 (Per Day, $10.00 Maximum)
Fees for lost library materials	Actual replacement cost
Fines for damage to textbooks, lockers, or desks	Reasonable repair cost
Fee for replacement of Student ID	$5.00
Fees for lost materials	Actual replacement cost
Fees for lost or damaged Electronic Communication Devices	Actual replacement cost

4. Any specialized equipment or attire, which a student will be required to provide for any extracurricular activity.
The district will not require any specialized equipment or attire for a student to participate in any extracurricular activities. However, the Grand Island Public Schools may require, as necessary, non-specialized equipment or attire for a student to participate in extracurricular activities.

5. Any fees required from a student for participation in any extracurricular activity.
The fee amount shown is the maximum amount to be charged. The School District of Grand Island reserves the right to charge less if the program can operate at a lower cost per pupil. The district will charge the following fees for participation in extracurricular activities.

	Student Activity Fee (Any one Student)	**Family** (Any one family)
Senior High	$0	$0
Middle Schools	$0	$0

The district may charge fees to recover the actual cost for the following items:

- Uniform cleaning fees
- Admission fees to events such as sports, drama, speech, music, dances, banquets, prom, after prom party

- Organization fees
- Extracurricular activity facility charges such as greens fees, tennis court fees, bowling fees, pool fees
- Extracurricular activity workshops co-sponsored by the district or at district facilities such as sports clinics, cheer leading clinics, band clinics, swing choir or chorus clinics, flag corps clinics
- Science Fair entry fees
- Sheet music charges

6. Any fees required for post secondary education cost.
The district will not charge any fees for post secondary education cost. However, students taking dual enrollment courses or other post secondary education course(s) will need to pay any dues, fees, tuition, and provide books and supplies associated with obtaining the necessary credit from their post secondary educational institution (e.g. Central Community College, UNL, UNO, UNK, etc.).

7. Any fees required for transportation cost pursuant to 79-241, 79-605, and 79-611.
Transportation cost pursuant to §79-241, 79-605 and 79-611 will be provided free of any fee or charge.

8. An*y fees required for copies of student files or records pursuant to 79-2,104.*
Copies of student files or records pursuant to §79-2,104 will be provided free of any fee or charge.

9. Any fees required for participation in before-and-after-school or pre-kindergarten services offered pursuant to section 79-1104.
Before/after school programs and pre-kindergarten services, if offered, will be offered without any charge to the participant.

10. Any fees required for participation in summer school or night school.
Summer school or night school programs, if offered, will be offered without any charge to the participant.

Certification tests	Institutional Fees (Only)
Post Secondary Education	Institutional Fees (Only)

11. Fee Waiver Administrative Procedures
Each governing body may establish *administrative procedures* for waving fees or providing items otherwise required to be provided by students in other circumstances. The Grand Island Public Schools *administrative procedures* for waving fees and items otherwise required pursuant to subdivision (1) and (2) of section 3 and section 6 of the under the Public Elementary and Secondary Student Fee Authorization Act shall be:

- An *Application for Student Fees and Supplies Wavier Form* must be completed by a child's custodial adult.
- Families seeking a waiver based upon their status for participation in the United States Department of Agriculture child nutrition programs must complete, on an annual basis, an *Application for Free and Reduced Priced Meals* including *Sharing Information with Other Programs*.
- Families or students who are automatically approved for participation in the United States Department of Agriculture child nutrition programs need not complete a new application. However, all other waiver requirements apply, including *Sharing Information with Other Programs*.
- Participation in the United States Department of Agriculture child nutrition programs is not required.
- Families must give permission to share information regarding their status with SDGI before a wavier will be considered.
- Application for Student Fees and Supplies Wavier may be completed at any time during the school year.
- Retroactive refunds of Student Fees and Supplies will NOT be made.

All Student Fees and Supplies may be waived in whole or part under the following circumstances:

- A student is identified as being homeless.
- Principal or assistant principal professional recommendation, based upon the student's or family's ability to pay as determined under a reasonable and prudent person standard.

Except as provided in Grand Island Public Schools Policy *8820–Student Fees* and the accompanying *8820.1 Administrative Procedures*, the Grand Island Public Schools shall not collect any other moneys pursuant to the Public Elementary and Secondary Student Fees Authorization Act.

12. Any Fees for Breakfast and Lunch Program

2022-2023 Meal/Milk Prices	Full Price	Reduced Price
Elementary Breakfast	$2.25	$.30
Elementary Lunch	$2.80	$.40
Elementary Milk	$0.50	n/a
No reduced price for milk		
Middle School Breakfast	$2.25	$.30
Middle School Lunch	$3.00	$.40
Secondary Milk	$0.50	n/a
No reduced price for milk		
Senior High Breakfast	N/C	N/C
Senior High Lunch	$3.10	$.40
Secondary Milk	$0.50	n/a
No reduced price for milk		
Adult Breakfast	$2.60	n/a
Adult Lunch	$4.00	n/a

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at 202-720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling 866-632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or

2. **fax:**
   833-256-1665 or 202-690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

Grand Island Public Schools

Fee Waiver Student (FWS) Form

As the custodial adult for the child listed below, I hereby make application for WAIVER from any and all student fees.

Child's (Student ID) Number _____ ___ ___ ___ ___ BUILDING NUMBER _____

Child's Name_____School_____

Printed Name of Parent/Guardian:_____

Signature of Parent/Guardian:_____Date:_____

Address:_____

Phone Number: (_____) _____

WAIVERS

Grand Island Public Schools (GIPS) "Administrative Procedures" for waving fees and items otherwise required pursuant to subdivision (1) and (2) of section 3 and section 6 of the under the Public Elementary and Secondary Student Fee Authorization Act.

1. A child's custodial adult must complete a Student Fee Wavier Form.
2. Families seeking a waiver based upon their status for participation in the United States Department of Agriculture child nutrition programs must complete, on an annual basis, an Application for Free and Reduced Priced Meals including Sharing Information with Other Programs.
3. Families or students who are automatically approved for participation in the United States Department of Agriculture child nutrition programs need not complete a new application. However, all other waiver requirements apply, including Sharing Information with Other Programs.
4. Participation in the United States Department of Agriculture child nutrition programs is not required.
5. Families must give permission to share information regarding their status with GIPS before a wavier will be considered.
6. A Student Fee Wavier form may be completed at any time during the school year.
7. Retroactive refunds of Student Fees and Supplies will **NOT** be made.

Additionally, Grand Island Public Schools (GIPS) policy for waving fees and items otherwise required pursuant to waving fees or providing items otherwise required to be provided by students in other circumstances.

1. Student Fees, Supplies and Attire may be waived in whole or part under the following circumstances.
    a. A student is identified as being homeless.
    b. Upon the Principal or Assistant Principal's professional recommendation, based upon the student's or families ability to pay as determined under a reasonable and prudent person standard.

Escuelas Públicas de Grand Island

Formulario de Exención de Cuotas del Estudiante (FWS)

Como el adulto en custodia del niño mencionado a continuación, por la presente hago solicitud de la EXENCION de cualquier y todas las cuotas del estudiante.

Número (ID del Estudiante) del Niño __ __ __ __ __ NUMERO DEL EDIFICIO _____

Nombre _____Escuela_____

Nombre del Padre/Tutor: _____

Firma del Padre/Tutor: _____Fecha:_____

Dirección: _____

Número de Teléfono: (_____) _____

EXENCION

Las Escuelas Públicas de Grand Island (GIPS) "Procedimientos Administrativos" para la exención de cuotas y elementos necesarios de otro modo conforme a la subdivisión (1) y (2) de la sección 3 y la sección 6 en virtud de la Ley de Autorización de Cuota del Estudiante de las Escuelas Públicas Primarias y Secundarias.

1. Un adulto en custodia del niño debe completar un Formulario de Exención de Cuota del Estudiante.
2. Las familias que buscan una exención en base a su estatus para participar en los programas de nutrición infantil del Departamento de Agricultura de los Estados deben completar, en una base anual, una Aplicación para Alimentos Gratis o a Precio Reducido incluyendo Compartir Información con Otros Programas.
3. Las familias o estudiantes que son aprobados automáticamente para la participación en los programas de nutrición infantil del Departamento de Agricultura de los Estados no tienen que llenar una nueva aplicación. Sin embargo, todos los demás requisitos de la exención aplican, incluyendo Compartir Información con Otros Programas.
4. No se requiere la participación en los programas de nutrición infantil del Departamento de Agricultura de los Estados Unidos.
5. Las familias tienen que dar permiso para compartir información sobre su estatus con GIPS antes de que se considere una exención.
6. Un formulario de Exención de Cuotas del Estudiante se puede completar en cualquier momento durante el año escolar.
7. **NO** se harán reembolsos retroactivos de Cuotas y Artículos del Estudiante.

Además, las pólizas de las Escuelas Públicas de Grand Island (GIPS) para la exención de cuotas y artículos de otra manera requeridos en conformidad con la exención de cuotas o proporcionar de otro modo artículos necesarios para ser provistos por los estudiantes en otras circunstancias.

1. Las Cuotas del Estudiante, Artículos y Ropa pueden ser exentos en todo o en parte en las siguientes circunstancias.
    a. Un estudiante es identificado como persona sin hogar.
    b. Tras la recomendación del Director o Asistente del Director, en base a la capacidad de pago de las familias del estudiante según se determina en un estándar persona razonable y prudente.

GRAND ISLAND PUBLIC SCHOOLS

9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES

The Grand Island Public Schools will support and facilitate parental access to information and involvement in educational practices affecting their children. It shall be the policy of the Grand Island Public Schools to provide full access at reasonable times to parents/guardians of students to review curricular materials, student records, and surveys as appropriate and lawful:

- Textbooks and other curricular materials are available for review by parents of students of the Grand Island Public Schools upon request.
- Upon prior approval from the appropriate teacher, counselor, or administrator, parents/guardians will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities as long as conduct or presence does not interfere with the educational process or otherwise conflict with school purposes.
- Students will be excused from testing, instructional activities, and other school experiences upon written parental request unless the test or activity is required for local, state, or national accountability or reporting purposes (9110.2 Request for Exception/Exclusion Form).
- A student may be excused from an activity which contributes to a grade for the course, only when an alternative activity can be reasonably provided. Requests must be received by the appropriate teacher or administrator within a reasonable time prior to the activity in question.
- Parents/guardians will have access to student records as appropriate (Family Educational Rights & Privacy Act, 20 U.S.C. 1232 G, 79-4,157 R.R.S. and School District of Grand Island Policy: 8710– Student Personnel Files And Records).
- Student testing will be utilized to assist in assessment of educational progress and as required by Title 92, NAC, Chapter 10.
- Students may be asked to participate in surveys from time to time as deemed appropriate by district staff. Parents/guardians may remove their students from such surveys with prior written request, citing specific activity, reason for the request, and any applicable regulations. (Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232h, 34 CFR Part 98)

The Grand Island Public Schools shall make provision to include parents in program planning; information dissemination; school improvement plan development, implementation, and evaluation; and with Title 1 parental involvement activities as specified by Every Student Succeeds Act of 2015 (9110.1 Guidelines).

Reference: Nebraska 79-530 to 79-533
Every Student Succeeds Act of 2015, P.L. 114-95 § (20 U.S.C. 6301)
Family Educational Rights & Privacy Act (FERPA), (20 U.S.C. §1232 J;
34 CFR Part 99).
Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h, 34 CFR Part 98)
Title 92, NAC, Chapter 10
9110.2 Request for Exception/Exclusion Form – attached to this policy

Policy Adopted: 8-14-95
Policy Revised 5-12-05
Policy Revised 6-14-07
Policy Revised 06.11.2013
Policy Revised 05.14.2015 – Public Hearing
Policy Revised 05.12.2016 – Public Hearing
Policy Revised 05.11.2017 – Public Hearing
Policy Revised 06.13.2019 – Public Hearing
Policy Revised 07.09.2020 – Public Hearing
Policy Revised ??.??.?? – Public Hearing

9110.1 Title 1 Parent and Family Engagement Guidelines

The Grand Island Public School District intends to meet the expectations of the parental involvement guidelines in accordance with the Every Student Succeeds Act of through the following activities and when feasible, in a language that parents understand:

1. Involve parents in developing the Title I Parent and Family Engagement Plan
2. Plan parental involvement activities
3. Involve parents in activities
4. Build capacity for strong parent involvement
5. Coordinate and integrate parental involvement strategies with other programs
6. Conduct an annual evaluation of the content and effectiveness of the Parent and Family Engagement Guidelines

Each school that receives Title I Funds shall distribute these guidelines to parents of all students attending the school. The school shall:

1. Convene annual meeting(s) at convenient time(s) to which all parents of participating children shall be invited and encouraged to attend
    a. the agenda will inform parents of their school's participation in the Title I program, explain what Title I is and the requirements associated with it and the parent's right to be involved
2. Involve parents in the planning, review and improvement of the Parent and Family Engagement Plan
    a. Parent surveys, parent meetings, parent/teacher conferences, social media, are all examples of how this may be accomplished
3. Provide parents with timely information regarding curriculum, instruction and assessment practices and proficiency levels
    a. Parent/family nights (i.e. Back to School Events, Literacy Nights)
    b. Parent/teacher conferences twice a year
    c. Report cards sent home three times per year at elementary and middle school
4. Provide opportunities for parents to participate, as appropriate, in decisions relating to the education of their children
    a. Parent/teacher conferences
    b. Response to Intervention Process
    c. IEP meetings
5. Involve parents in the development and review of a school-parent compact that outlines shared responsibility for improved student academic achievement
    a. Title I parent meeting
    b. Parent/teacher conferences
6. Provide assistance, opportunities, and/or materials for helping parents to understand topics relating to their student's academic achievement in a format and when feasible, in a language that parents can understand
    a. Interpreters attend meetings
    b. Communication is sent home in English and Spanish, other languages as needed
7. Parents of all students are welcome and encouraged to be involved in their child's education. Accommodations will be provided for parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, or are parents of migratory children
    a. Interpreters (language, hearing) available and utilized as needed
    b. Migrant facilitators available to support migrant families
    c. ADA accessible buildings or meetings held in accessible locations
    d. School information is communicated in a variety of ways (social media, emails, newsletters, phone calls)

GRAND ISLAND PUBLIC SCHOOLS

Normas de Participación de los Padres de Titulo 1 9110.1

El Distrito de las Escuelas Públicas de Grand Island tiene la intención de cumplir con las expectativas de las normas de participación de acuerdo con la Ley Cada Estudiante Triunfa del 2015 a través de las siguientes actividades y cuando sea posible, en un idioma que los padres entiendan:

1. Involucrar a los padres en el desarrollo del Plan de Participación de Padres y Familia de Titulo 1
2. Planear las actividades de participación de los padres
3. Involucrar a los padres en actividades
4. Desarrollar la capacidad para una fuerte participación de los padres
5. Coordinar e integrar las estrategias de participación de los padres con otros programas
6. Llevar a cabo una evaluación anual del contenido y la efectividad de las Normas de Participación de Padres y Familia

Cada escuela que recibe Fondos de Titulo1 distribuirá estas normas a los padres de todos los estudiantes que asisten a la escuela. La escuela deberá:

1. Convocar la reunión(es) anual a la hora(s) conveniente para que todos los padres de los niños participantes sean invitados y alentados a asistir
    a. la agenda informara a los padres de la participación de su escuela en el programa de Titulo 1, explicara que es el Titulo 1 y los requisitos asociados con el derecho de los padres a participar
2. Involucrar a los padres en la planificación, revisión y mejoramiento del Plan de Participación de Padres y Familia
    a. Encuestas para padres, reuniones para padres, conferencias entre padres y maestros, redes sociales, son ejemplos de cómo se puede lograr esto
3. Proporcionar a los padres información oportuna sobre el currículo, las prácticas de instrucción y evaluación y los niveles de dominio
    a. Noches de padres/familia (es decir Eventos de Regreso a Clases, Noches de Apoyo Académico)
    b. Conferencias de padres/maestros dos veces al año
    c. Tarjetas de calificación enviadas a casa tres veces al año en la escuela primaria y secundaria
4. Proporcionar oportunidades para que los padres participen, según corresponda, en las decisiones relacionadas con la educación de sus hijos
    a. Conferencias de padres/maestros
    b. Respuesta al Proceso de Intervención
    c. Reuniones de IEP
5. Involucrar a los padres en el desarrollo y revisión de un pacto entre la escuela y padres que describe la responsabilidad compartida para mejorar el rendimiento académico de los estudiantes
    a. Reunión de padres de Titulo 1
    b. Convencías de padres y maestros
6. Proporcionar asistencia, oportunidades y/o materiales para ayudar a los padres a comprender los temas relacionados con los logros académicos de sus estudiantes en un formato, y cuando sea posible, en un idioma que los padres puedan entender
    a. Interpretes asisten a las reuniones
    b. La comunicación se envía a casa en Inglés y Español, otros idiomas según sea necesario
7. Los padres de todos los estudiantes son bienvenidos y alentados a participar en la educación de sus hijos. Se proporcionan adaptaciones para los padres con desventajas económicas, que están discapacitados, tienen un dominio limitado del Inglés, tienen una alfabetización limitada, o tiene antecedentes de minoría racial o étnica, o son padres de niños migratorios
    a. Interpretes (idioma, auditivos) disponibles y utilizados según sea necesario
    b. Facilitadores migrantes disponibles para apoyar a las familias migrantes
    c. Edificios o reuniones accesibles de ADA en lugares accesibles
    d. La información escolar se comunica de diversas maneras (redes sociales, correos electrónicos, boletines informativos, llamadas telefónicas)

9110.2 Request for Exception/Exclusion Form

Grand Island Public Schools

Request for Exception/Exclusion from Activities or Curriculum

Student_____

School_____

What do you object to regarding instruction, materials, testing, curriculum, textbooks, surveys or other school experiences and activities? Please be specific.

Why do you find this objectionable?

What suggestions do you have to resolve the issue that might be satisfactory to you and the school district?

_____ _____

Parent/Guardian Signature **Date**

GIPS NEEDS ANALYSIS

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

Proposal: Contract for services to meet Special Education compliance needs

Submitted By: Amy Richards and Renee Engel

Date: 05/31/22

1. What is the identified need?

The early childhood program currently has four openings for preschool teachers. Current recruitment efforts have failed to produce viable candidates for the positions. Innovative steps are needed so that we can continue to enroll and support our district's youngest learners. We have identified a new strategy to expand the teacher candidate pool. This will require the use of virtual case management services to ensure that we are able to best serve all students in an inclusive environment and meet the legal compliance requirements for serving students with an individualized education plan.

In addition, we have four school psychologist FTE left unfilled even after trying to fill two for the last two years, and a significant increase (17 to 56) in our special education caseload in the non-public sector in the last year. By repurposing the four already BOE approved school psychologist FTE and entering this initial contract with HelloHero to secure one PreK Case Manager, one non-public case manager, and two virtual school psychologists we can meet our special education compliance needs for the 2022-23 school year.

2. Administrative Rationale for BOE Agenda Item

This is an initial contract for services over $35,000.

3. Proposed Action

Approve an initial one-year contract with HelloHero to provide 2.0 FTE of virtual special education case management services and 2.0 FTE virtual school psychologists.

4. Data/Research Assessed

Preschool Program Needs:

Currently, four certified staff openings exist in the preschool program. Traditionally, our preschool teachers have served as a special education teacher/case manager as well as the general education teacher, requiring certification in early childhood as well as special education or an early childhood inclusive endorsement. Recruitment efforts have been underway to find appropriate candidates since February. Unfortunately, despite best efforts, we have not been able to fill any of these positions.

If we are unable to fill these positions, we will have to reduce the number of preschool students served in 2022-2023 from 426 to 306. There are currently 130 returning preschool students and an additional 362 students have already applied for preschool for the 22-23 school year, including at least 87 students who are eligible for special education services.

Knowing that we need to be innovative in order to serve our students, we are working with the Nebraska Department of Education to find high quality applicants that will qualify for a waiver of the required certifications under NDE Rule 11. Through this approach, candidates who have an associate degree in early childhood or a bachelor's degree with at least 12 qualifying early childhood credit hours, that are enrolled and pursuing the early childhood inclusive endorsement, may receive a temporary waiver to teach while finalizing their credentials. This waiver is granted at the recommendation of the Department of Education Office of Early Childhood and approved by the Nebraska State Board of Education. Teachers will have three years to complete this process.
These teachers will be considered "Apprentice Early Childhood Teachers" during this time. Staff members hired as Apprentice Early Childhood Teachers will start at Step 0 on the pay scale. They will be required to be enrolled, have a written plan, and obtain a valid Early Childhood Inclusive endorsement by the end of their probationary period. If the Nebraska State Board of Education does not approve the waiver of the candidate under Rule 11, the staff member will be employed in any position for which they are qualified.

We are also pursuing the TEACH Early Childhood Scholarship program to support these candidates in completing their education. Through this program, the candidate pays ten percent of the tuition costs, the district pays ten percent of the costs, and the TEACH program pays eighty percent of the costs. If the candidate applies and is accepted, the district must provide four hours of paid leave per week to work on their college coursework. The paid leave will take place on Fridays (or another date that students are not in attendance if approved by the staff member's supervisor) and will be considered "professional leave - in district". The candidate will be expected to complete this professional leave at the work site.

This approach will require special education support to be provided in a different way. Apprentice Early Childhood Teachers will not have the legal credentials or meaningful expertise to ensure compliance with our special education responsibilities. In addition, our existing teachers will be providing extra support and mentoring to our Apprentice Early Childhood Teachers in addition to their already heavy workload.

HelloHero will be able to provide appropriately certified, virtual case management support to ensure that we meet our legal obligations to students receiving special education services. This support will focus on administrative and compliance requirements as well as virtual specialized instruction consultation. This will allow our classroom teachers to prioritize and focus on how to implement individualized education plans and best meet the needs of their students.

In exploring this solution, we met with a team of early childhood educators to create a list of compliance responsibilities and an estimate of the time needed to complete the requirements. In order to support all teachers equitably, the hours of support needed total approximately 1 FTE. HelloHero will be able to fulfill these responsibilities through the proposed contract.

In addition, our Special Education Consultant and Multi-tiered System of Supports Coach will be able to provide on site support with specialized instruction design and implementation through the PLC process and individual teacher support.

While this strategy is being created out of necessity, the goal is to create a long-term sustainable strategy to ensure access to high quality teaching candidates that focus on classroom instruction and implementation as well as a reliable system to ensure we meet our legal obligations for special education support in a meaningful way.

Prior to exploring the use of contracted services, we looked at existing resources within our Special Education Department. We evaluated whether the home-based or community-based special education team could expand their services to support teachers within GIPS preschool. However, this team is already experiencing very high case levels due to a high degree of new referrals in the wake of the COVID pandemic.

Meeting our special education requirements might be fulfilled through the hiring of a traditional early childhood special education teacher. However, recruiting someone to fill this position will be challenging as is evidenced by our inability to find candidates for our existing classroom positions that

require similar credentials. In addition, by contracting for services, we will have the flexibility to use more allotted hours during peak times of necessity. In August, September, April, and May, the number of hours needed to fulfill special education responsibilities increases dramatically. Since we are contracting for a service instead of a position, we will be able to use the services more effectively during these peak times.

School Psychologist Needs:
We have four school psychologist FTE left unfilled even after trying to fill two for the last two years. We need to fill these positions to support state and federal compliance regulations with the child find evaluation and reevaluation processes. HelloHero shared that their research with virtual school psychologists with experience in this setting indicates that 1 FTE can complete 100 evaluations per year. The average number of evaluations completed by onsite school psychologists is 50+ because they are also fulfilling additional roles onsite. This research suggests that by hiring two virtual school psychologists through this contract we will have the capacity to complete the same number of evaluations as four onsite school psychologists.

Existing FTE Repurposed:
By repurposing the four already BOE approved school psychologist FTE and entering this initial contract with HelloHero to secure one PreK Case Manager, one non-public case manager, and two virtual school psychologists we can meet our special education compliance needs for the 2022-23 school year.

5. Stakeholder Group(s) Involved

Special Education Department, Early Childhood Education Department, Nebraska Department of Education - Office of Early Childhood, Nebraska Department of Education, Office of Special Education

6. Summary

Seeking approval for an initial 1 year contract for special education case management services with HelloHero.

7. Fiscal Impact

Amount:	$420,000
Source:	General fund (repurposed FTEs)

Details:	See attached proposed contract

8. Person(s) Responsible for Implementation

Renee Engel, Amy Richards

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:	Monitor hours used through the service contract.
Timeline:	Monthly

Actions:	Monitor satisfaction with service through teacher feedback to make adjustments as needed.
Timeline:	Solicit and evaluate feedback quarterly

🔺 Follow-Up

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

Actions:	

Timeline: **___ 1 month** **___ 3 months** **___ 6 months** **___annually** **___ N/A**

EarlyChildhoodEducation℠
GRAND ISLAND PUBLIC SCHOOLS

Special Education Contract Proposal
Board of Education
June 9, 2022

On Track to Thrive 2025

Context

3 preschool teacher vacancies=

90 students to be served in those classrooms

497 applications for preschool
115 students have an existing IEP

Currently only able to serve 336 students

Existing Plan

Ideal candidate requirements (advertising since February):
Early Childhood Inclusive Endorsement
Early Childhood Special Education Endorsement

Alternate requirement (advertising since April):
Early Childhood Endorsement
3 years to obtain inclusive/special education endorsement

Classroom teacher serves dual role as general educator and special educator

New Possibility:
Apprentice Early Childhood Teacher

Rule 11 waiver to expand opportunities for teacher candidates:

- B.A. w/ at least 12 hours of early childhood credit and actively enrolled
- Associate degree in early childhood and actively enrolled

Must obtain early childhood inclusive endorsement within 3 years

Submit to Nebraska State Board of Education for approval in collaboration with Nebraska Department of Education - Office of Early Childhood (August 2022)

New Possibility: Teach Scholarship

Enroll in TEACH Early Childhood Scholarship Program

- 80% of tuition and book costs paid by TEACH program
  - Travel stipend paid
  - Bonus for successful completion of each semester

- 10% of tuition and book costs paid by applicant
  - Contract to work at least one year upon completion of degree

- 10% of tuition and book costs paid by district
  - 4 hours of release time weekly (reimbursed for 50% by TEACH)
  - Raise or bonus when degree completed

Special Education Support

Contract for case management services

Develop compliance expertise

Comprehensive list of services

Provide flexibility to meet needs as they arise

Support all teachers equitably

Allow teachers to focus on implementation and student needs

Additional Special Education Needs

Four unfilled School Psychologist FTE

Case Manager support for Non-Public sector

Includes:

- Parochials
- Homeschools

This support could also be used to long term substitutes

The Ask

Repurpose existing 4.0 FTE - unfilled School Psychologists positions

To contract with HelloHero for:

- 1.0 - PreK case manager
- 1.0 - Non-Public case manager
- 2.0 - Virtual School Psychologists

Reevaluate at end of 2022-23


Innovation is the ability to see change as an opportunity – not a threat.
Steve Jobs
quotefancy

Questions?

2022/23 GIPS Staff School Calendar

BOE approved ??.??.?? (revised ??.??.??) RDexter 6.6.22 (4)

Month	Su	Mo	Tu	We	Th	Fr	Sa	Tch	Stu	NOTES
	31	1	2	3	4	5	6			Aug 4-8 New Teachers
Aug 2022	7	8	9	10	11	12	13			Aug 9 Sch Imprv- Aug 10 District Welcome Back(am)/Sch Imprv(pm)
	14	15	16	17	18	19	20			Aug 11 District CIA - Aug 12 Plan/Prep
	21	22	23	24	25	26	27			Aug 15 k, 6, and 9 students: kdg - 2pm; 6 & 9 - 2:15pm dismissal
	28	29	30	31	1	2	3	19	14	Aug 16-17 1st-5th (2pm dismissal); 6-12 (2:15pm dismissal)
Sep	4	5	6	7	8	9	10			Aug 17 No Kdg students
	11	12	13	14	15	16	17			Aug 18-19 All students full day
	18	19	20	21	22	23	24			Sept 2 School Improvement
	25	26	27	28	29	30	1	19	17	Sept 5 Labor Day
Oct	2	3	4	5	6	7	8			Sept 16 CIA/Bldg PD/ Plan/Prep
	9	10	11	12	13	14	15			Sept 26 District Professional Dev
	16	17	18	19	20	21	22			Oct 10-12 PTC
	23	24	25	26	27	28	29			Oct 13 PTC(am)/ Plan/Prep
	30	31	1	2	3	4	5	25	22	Oct 14 Comp Day
Nov	6	7	8	9	10	11	12			Oct 14 1st Quarter
	13	14	15	16	17	18	19			Oct 28 CIA/Bldg PD/ Plan/Prep
	20	21	22	23	24	25	26			Nov 4 Trimester
	27	28	29	30	1	2	3	17	14	Nov 7 Plan/Prep
Dec	4	5	6	7	8	9	10			Nov 21 District Professional Dev
	11	12	13	14	15	16	17	10	10	Nov 22 CIA/Bldg PD/ Plan/Prep
	18	19	20	21	22	23	24			Nov 23-25 Fall Break
	25	26	27	28	29	30	31			Dec 16 2nd Quarter - 2:00/2:15pm Dismissal
Jan 2023	1	2	3	4	5	6	7			Dec 18-Jan 1 Winter Break
	8	9	10	11	12	13	14			
	15	16	17	18	19	20	21			Jan 2 Plan/Prep
	22	23	24	25	26	27	28			Jan 20 District Professional Dev
	29	30	31	1	2	3	4	25	22	Jan 23 CIA/Bldg PD/ Plan/Prep
Feb	5	6	7	8	9	10	11			
	12	13	14	15	16	17	18			Feb 13-15 PTC
	19	20	21	22	23	24	25			Feb 16 PTC(am)/ Plan/Prep
	26	27	28	1	2	3	4	20	17	Feb 17 Comp Day/Trimester
Mar	5	6	7	8	9	10	11			
	12	13	14	15	16	17	18			March 3 3rd Quarter - CIA/Bldg PD/ Plan/Prep
	19	20	21	22	23	24	25			March 6-10 Spring Break
	26	27	28	29	30	31	1	15	14	March 27 CIA/Bldg PD/ Plan/Prep
Apr	2	3	4	5	6	7	8			
	9	10	11	12	13	14	15			April 7-10 April Break
	16	17	18	19	20	21	22			April 28 CIA/Bldg PD/ Plan/Prep
	23	24	25	26	27	28	29	18	17	
	30	1	2	3	4	5	6			
May	7	8	9	10	11	12	13			May 14 Graduation
	14	15	16	17	18	19	20			May 24 Last day with students 11am dismissal/School Improvement(pm)
	21	22	23	24	25	26	27			May 25 Plan/Prep
	28	29	30	31	1	2	3	19	17.5	May 26-June 2 Emergency Makeup Days
Jun	4	5	6	7	8	9	10	187	164.5	
	11	12	13	14	15	16	17			
	18	19	20	21	22	23	24			Students = 164.5
	25	26	27	28	29	30	1			Teachers = 187
Jul	2	3	4	5	6	7	8			PTC = 3
	9	10	11	12	13	14	15			Plan/Prep = 8
	16	17	18	19	20	21	22			Prof Dev = 10
	23	24	25	26	27	28	29			
	30	31	1	2	3	4	5			

Quarters: Oct. 14; Dec.16; March 3; May 24
Trimesters: Nov 4; Feb 17; May 24

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

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH A BANK, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $200,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENT; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHSE AGREEMENT AND ALL NECESSSARY DOCUMENTATION; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 0002, IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **"Board"**) of Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"District"**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire and install certain kitchen equipment for the District (the **"Equipment"**);

(b) The District has proposed to enter into a Lease-Purchase Agreement with a bank (the **"Bank"**) to be determined by an Authorized Officer (defined herein) in substantially the form presented with this resolution (the **"Lease Agreement"**) among the District as Lessee, and the Bank as Lessor to finance the acquisition of the Equipment by the District.

Section 2. The Board hereby finds and determines that the District shall enter into the Lease Agreement for the purpose of acquiring and installing certain Equipment for use by the District pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition and installation of the Equipment and financing of the Equipment and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into the Lease Agreement, whereby the District will lease and acquire the Equipment from the Bank. The Lease Agreement in a form approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under the Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The principal amount financed under the Lease Agreement shall not exceed $200,000 and the term of the Lease Agreement shall not exceed seven years.

Section 4. The Board President, Vice-President and Secretary of the Board, and the Superintendent and Chief Financial Officer of the District, and any other officer of the District (each, an **"Authorized Officer"**) are each hereby authorized and directed to execute and deliver on behalf of the

District the Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under the Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. The Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to the Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to the Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. The transactions described herein may be conducted and this resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Lease Agreement and the Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this ___ day of June, 2022.

_____
Board President

ATTEST:

_____
Board Secretary

LEASE-PURCHASE AGREEMENT, SERIES 2022

between

[BANK NAME],

Lessor

and

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

Lessee

Dated _____, 2022

This **LEASE-PURCHASE AGREEMENT**, **SERIES 2022** dated _____, 2022 (the **"Lease"**), is by and between **[BANK NAME]**, as lessor (the **"Lessor"**), whose address is _____ _____, and **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS), IN THE STATE OF NEBRASKA**, as lessee (the **"Lessee"**) whose address is Kneale Administration Building, 123 South Webb Road, Box 4904, Grand Island, Nebraska 68802.

RECITALS:

1. The Lessee is authorized by the Act to acquire, construct, and equip educational facilities as are needed to carry out its governmental functions, and to finance the same by entering into lease-purchase agreements;

2. The Lessor has agreed to lease certain equipment described in **Exhibit A** hereto (the **"Equipment"**) to Lessee, pursuant to this Lease; and

3. The Lessee has determined that it is necessary and desirable for it to finance under this Lease the acquisition of such Equipment;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

"Act" means, collectively, Sections 79-10,105 and 79-10,120, Reissue Revised Statutes of Nebraska, as amended.

"After Payment Termination Value" means, with respect to the Equipment, as of the Payment Dates specified in the attached **Exhibit B**, the amount so designated and set forth opposite such date.

"Closing Date" means the date upon which the amount specified in **Section 2.3** is transferred to the Lessee to acquire the Equipment.

"Equipment" means the equipment and other items fully described on **Exhibit A** hereto.

"Fiscal Year" means the twelve month fiscal period of Lessee which commences on September 1 in every year and ends on the following August 31.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the Lessor or the Lessee.

"Interest" means the portion of any Rental Payment designated as and comprising interest as shown in the attached **Exhibit B**.

"Net Proceeds" means any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Payment Date" means the date upon which any Rental Payment is due and payable as provided in **Exhibit B**.

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or which the Lessee may, pursuant to provisions of **Section 7.3** hereof, permit to remain unpaid, (b) this Lease, (c) the Lessor's interest in the Equipment, and (d) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the Lessee may, pursuant to **Article VIII** hereof, permit to remain unpaid.

"Principal" means the portion of any Rental Payment designated as principal in the attached **Exhibit B**.

"Rental Payment" means the payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on **Exhibit B**.

"State" means the State of Nebraska.

"State and Federal Law or Laws" means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

"Term of this Lease" or **"Lease Term"** means the period during which this Lease is in effect as specified in **Section 4.1**.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment subject to this Lease.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which the Lessee may exercise its option to purchase the Lessor's interest in the Equipment in accordance with **Article X**.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.

(b) The Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated thereby, and to perform all of its obligations thereunder.

(c) The officers of the Lessee executing this Lease have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, the Lessee has and will comply with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition and installation of the Equipment by the Lessee.

(e) The Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) The Lessee will use the Equipment during the Lease Term only to perform essential governmental functions.

(g) The Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the **"Code"**), and Treasury Regulations promulgated thereunder (the **"Regulations"**), and the Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants as follows:

(a) The Lessor is a state chartered bank duly organized, existing and in good standing; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, or upon the Equipment except Permitted Encumbrances.

Section 2.3. Deposit of Funds. Upon execution of this Lease, the Lessor shall deposit the sum of $_____with the Lessee to pay the costs of the Equipment in accordance with this Lease. Such funds shall be applied to pay the costs of the Equipment and may be used to pay costs of entering into this Lease as provided in the federal tax certificate executed in connection with this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. The Lessor hereby leases the Equipment to the Lessee, and the Lessee hereby leases the Equipment from the Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor hereby covenants to provide the Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and the Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the

request of the Lessee and at the Lessee's cost, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that the Lessor shall have the right at all reasonable times to examine and inspect the Equipment. The Lessee further agrees that the Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.2**.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the exercise by the Lessee of its option to purchase the Lessor's interest in the Equipment pursuant to **Article X**;

(b) a default by the Lessee and the Lessor's election to terminate this Lease pursuant to **Article XII**; or

(c) the payment by the Lessee of all Rental Payments and other amounts authorized or required to be paid by the Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. The Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in **Exhibit B**. Rental Payments are subject to prepayment, in whole or in part on any business day, at par plus accrued interest to the date of prepayment. All Rental Payments shall be paid to the Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which the Lessor has assigned such Rental Payments as specified in **Article XI**, at such place as such assignee may from time to time designate by written notice to the Lessee. The Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to the Lessor or, in the event of assignment of the right to receive Rental Payments by the Lessor, to its assignee. Interest shall accrue from the date of this Lease.

Section 5.2. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. **Exhibit B** sets forth the Interest component of each Rental Payment.

Section 5.3 Rental Payments to be Unconditional. The obligation of the Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the Lessee and the Lessor or any other person, the Lessee

shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release the Lessor from the performance of its obligations hereunder; and if the Lessor should fail to perform any such obligation, the Lessee may institute such legal action against the Lessor as the Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

The Lessee hereby pledges amounts in its current building fund for any rental payments due under this Lease, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due hereunder.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, the Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. The Lessee shall have and assume the risk of loss with respect to the Equipment. The Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Equipment damaged or destroyed and to pay the applicable After Payment Termination Value of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in **Section 6.6**. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, the Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by **Sections 6.1** and **6.2** shall name the Lessee and the Lessor as insured parties, and any insurance policy or rider required by **Section 6.3** shall name the Lessee as insured

party. The Lessee shall deposit with the Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the Lessee shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the Lessee shall notify the Lessor of this fact.

Section 6.5. Lessee's Negligence. The Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others, which is proximately caused by the negligent conduct of the Lessee, its officers, employees and agents. The Lessee hereby assumes responsibility for and agrees to reimburse the Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, the Lessee shall as soon as practicable after such event replace the same at the Lessee's sole cost and expense with property of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement to be subject to the Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to the Lessee and shall be used to discharge the Lessee's obligation under this Section.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. The Lessee shall exercise due care in the use, operation and maintenance of the Equipment, and shall not use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. The Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. The Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. The Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against the Lessee or the Lessor. The Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment,

and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of the Lessee under this Section.

The Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay such taxes, assessments, utility or other charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

Section 7.4. Advances. If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in the Lessee. Upon the payment by the Lessee of all Rental Payments as indicated in **Exhibit B**, or the exercise by the Lessee of its option to purchase the Equipment pursuant to **Article X**, full and unencumbered legal title to the Equipment shall pass to the Lessee, and the Lessor shall have no further interest therein; and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may request to evidence the passage of legal title to the Equipment to the Lessee and the termination of the Lessor's interest therein. Nothing herein shall require the Lessor to remove any lien, charge or encumbrance upon legal title to the Equipment not arising through the Lessor.

During the Term of this Lease, the Equipment shall remain separate personal property and not become fixtures or considered part of the real estate, even if attached or affixed thereto. Lessee hereby grants a nonexclusive easement to Lessor over the real property surrounding the Equipment when acquired and constructed, and an exclusive easement on the real portion of the real property where the footprint of the Equipment are located. Lessee shall not remove all or a substantial portion of the Equipment from such real property without the consent of Lessor.

Section 8.2. Liens. During the Term of this Lease, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in **Section 7.3** and this Article, the

Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by the Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.3. Installation of Lessee's Equipment. The Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of the Lessee. All such items so identified shall remain the sole property of the Lessee, in which the Lessor shall have no interest, and may be modified or removed by the Lessee at any time provided that the Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.4. Modification of Equipment. The Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work, shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by the Lessee. The Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, addition, modification or improvement made by the Lessee pursuant to this Section; provided that if any such lien is established and the Lessee shall first notify the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Lessor with full security against any such loss or forfeiture, in form satisfactory to the Lessor. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee.

ARTICLE IX

WARRANTIES

Section 9.1. Selection, Design and Construction of Improvements. The Lessor shall have no responsibility in connection with the selection, design or construction of any improvements on the Equipment or their suitability for the use intended by the Lessee.

Section 9.2. Maintenance of Equipment. The Lessor shall have no obligation to test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of the Lessee.

Section 9.3. Contractor's Warranties. The Lessor hereby assigns to the Lessee for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, if any, express or implied, issued on or applicable to any improvements or any portion thereof, and the Lessor hereby authorizes the Lessee to obtain the customary services furnished in connection with such warranties and guarantees at the Lessee's expense.

Section 9.4. Disclaimer of Warranties. THE EQUIPMENT AND ANY IMPROVEMENTS THERETO ARE DELIVERED AS IS, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE IMPROVEMENTS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE IMPROVEMENTS.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. The Lessee shall have the option to purchase the Lessor's interest in the Equipment on the Payment Dates for the After Payment Termination Values as set forth in **Exhibit B**, but only if the Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. The Lessee shall give notice to the Lessor and Paying Agent of its intention to exercise its option not less than sixty (60) days prior to the Payment Date on which the option is to be exercised and shall deposit with the Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on such Payment Date) and the After Payment Termination Value. The closing shall be on the applicable Payment Date at the office of the Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by the Lessee, the Lessor shall convey or release to the Lessee, all of its right, title and/or interest in and to the Equipment by delivering to the Lessee such documents as the Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. The Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor, upon notice to but without consent of the Lessee. The Lessee shall pay all Rental Payments due hereunder to or at the direction of the Lessor or the assignee named in the most recent assignment, if any. During the Lease Term the Lessor, as agent of the Lessee, shall keep a complete and accurate record of all such assignments, if any.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor the Lessee's interest in the Equipment may be assigned by the Lessee.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in **Section 11.2**, the Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, without the written consent of the Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be **"events of default"** under this Lease and the terms **"events of default"** and **"default"** shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of such failure for a period of ten (10) business days after telephonic or telegraphic notice given by the Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.1(a)**, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental or proprietary function or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1** and **Section 12.2** are subject to the following limitation: if by reason of force majeure the Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the Lessee shall not be deemed in default during the continuance of such inability. The term **"force majeure"** as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Lessee and not resulting from its negligence. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of strikes, lockouts and other labor

disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in **Section 12.1** hereof shall have happened and be continuing with respect to the Equipment, the Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) The Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by the Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) The Lessor, with or without terminating this Lease, may repossess the Equipment by giving the Lessee written notice to surrender the Equipment to the Lessor, whereupon the Lessee shall do so in the manner provided in **Section 12.3**. If the Equipment or any portion of it has been destroyed or damaged beyond repair, the Lessee shall pay the applicable After Payment Termination Value of the Equipment, as set forth in **Exhibit B** (less credit for Net Proceeds), to the Lessor. Notwithstanding the fact that the Lessor has taken possession of the Equipment, the Lessee shall continue to be responsible for the Rental Payments. If this Lease has not been terminated, the Lessor shall return possession of the Equipment to the Lessee at the Lessee's expense when the event of default is cured.

(c) If the Lessor terminates this Lease and takes possession of the Equipment, the Lessor shall thereafter use its best efforts to sell or lease its interest in the Equipment or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. The Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale or lease; (3) the applicable After Payment Termination Value of the Equipment; and (4) the balance of any Rental Payments owed by the Lessee. Any sale proceeds remaining after the requirements of clauses (1), (2), (3) and (4) have been shall be the property of Lessee.

(d) If the proceeds of sale or lease of the Equipment are not sufficient to pay the balance of any Rental Payments owed by the Lessee, the Lessor may take any other remedy available at law or in equity to require the Lessee to perform any of its obligations hereunder.

Section 12.3. Surrender of Equipment; Transfer of Title. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with **Exhibit B**, the Lessee shall surrender the Equipment to the Lessor in the condition, repair, appearance and working order required in **Section 7.2** and immediately transfer to Lessor all of Lessee's right title and interest in and to the Equipment without further demand by Lessor. If the Lessee refuses to surrender the Equipment and transfer title in the manner designated, the Lessor may repossess the Equipment and charge to the Lessee the costs of such repossession, pursue action to cause such transfer to occur, or pursue any remedy described in **Section 12.2**.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Lessor or its assignee.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, the Lessee annually will provide Lessor with current financial statements, budgets, and such other financial information as may be requested by the Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Lessor and the Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts; Electronic Transactions. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The transactions described herein may be conducted and this Lease and related documents may be executed, sent, received and stored by electronic means.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

[BANK NAME], Lessor

By: _____
Authorized Officer

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

By: _____
Chief Financial Officer

EXHIBIT A

EQUIPMENT

The "Equipment" consists of the acquisition and installation of the following kitchen equipment, and shall include necessary site work, modification of the existing building to accommodate such equipment, and all necessary costs and expenses for such equipment:

[EQUIPMENT DESCRIPTION]

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

The Lessee shall pay to the Lessor (a) principal installments of Lease-Purchase Payments on the dates and in the installment amounts set forth below, plus (b) an interest component, payable December 15, 2022, and thereafter on June 15 and December 15 of each year in arrears, through and including December 15, 2028, and a final payment on December 15, 2028, as set forth below, on the principal amount of $205,000, as such amount is reduced by the payment of principal installments from time to time at a rate of _____% per annum.

Payment Date	Total Rental Payment	Principal	Interest	After Payment Termination Value
December 15, 2022				
June 15, 2023				
December 15, 2023				
June 15, 2024				
December 15, 2024				
June 15, 2025				
December 15, 2025				
June 15, 2026				
December 15, 2026				
June 15, 2027				
December 15, 2027				
June 15, 2028				
December 15, 2028				

SOURCES AND USES OF FUNDS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Sources:	
Lease Proceeds:	
Par Amount	200,000.00
	200,000.00

Uses:	
Project Fund Deposits:	
Project Fund	195,000.00
Cost of Issuance:	
Placement Agent	3,000.00
Legal Counsel	2,000.00
	5,000.00
	200,000.00

LEASE PRICING

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Lease Component	Maturity Date	Amount	Rate	Yield	Price
Term Lease due 2028:					
	12/15/2022	28,845	2.875%	2.875%	100.000
	12/15/2023	26,543	2.875%	2.875%	100.000
	12/15/2024	27,306	2.875%	2.875%	100.000
	12/15/2025	28,092	2.875%	2.875%	100.000
	12/15/2026	28,899	2.875%	2.875%	100.000
	12/15/2027	29,730	2.875%	2.875%	100.000
	12/15/2028	30,585	2.875%	2.875%	100.000
		200,000			

Dated Date	07/01/2022	
Delivery Date	07/01/2022	
First Coupon	12/15/2022	
Par Amount	200,000.00	
Original Issue Discount		
Production	200,000.00	100.000000%
Underwriter's Discount		
Purchase Price	200,000.00	100.000000%
Accrued Interest		
Net Proceeds	200,000.00	

LEASE SUMMARY STATISTICS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022
First Coupon	12/15/2022
Last Maturity	12/15/2028
Arbitrage Yield	2.875249%
True Interest Cost (TIC)	2.875249%
Net Interest Cost (NIC)	2.874998%
All-In TIC	3.653681%
Average Coupon	2.874998%
Average Life (years)	3.521
Weighted Average Maturity (years)	3.521
Duration of Issue (years)	3.321
Par Amount	200,000.00
Lease Proceeds	200,000.00
Total Interest	20,248.56
Net Interest	20,248.56
Lease Years from Dated Date	704,298.11
Lease Years from Delivery Date	704,298.11
Total Debt Service	220,248.56
Maximum Annual Debt Service	31,464.54
Average Annual Debt Service	34,117.68
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Lease Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Lease due 2028	200,000.00	100.000	2.875%	3.521	01/07/2026	118.00
	200,000.00			3.521		118.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	200,000.00	200,000.00	200,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-5,000.00	
- Other Amounts			
Target Value	200,000.00	195,000.00	200,000.00
Target Date	07/01/2022	07/01/2022	07/01/2022
Yield	2.875249%	3.653681%	2.875249%

LEASE DEBT SERVICE

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2022	28,845	2.875%	2,619.44	31,464.44	31,464.44
06/15/2023			2,460.35	2,460.35	
12/15/2023	26,543	2.875%	2,460.35	29,003.35	31,463.70
06/15/2024			2,078.80	2,078.80	
12/15/2024	27,306	2.875%	2,078.80	29,384.80	31,463.60
06/15/2025			1,686.27	1,686.27	
12/15/2025	28,092	2.875%	1,686.27	29,778.27	31,464.54
06/15/2026			1,282.45	1,282.45	
12/15/2026	28,899	2.875%	1,282.45	30,181.45	31,463.90
06/15/2027			867.03	867.03	
12/15/2027	29,730	2.875%	867.03	30,597.03	31,464.06
06/15/2028			439.66	439.66	
12/15/2028	30,585	2.875%	439.66	31,024.66	31,464.32
	200,000		20,248.56	220,248.56	220,248.56

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

FORM 8038 STATISTICS

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Dated Date	07/01/2022
Delivery Date	07/01/2022

Lease Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Lease due 2028:						
	12/15/2022	28,845.00	2.875%	100.000	28,845.00	28,845.00
	12/15/2023	26,543.00	2.875%	100.000	26,543.00	26,543.00
	12/15/2024	27,306.00	2.875%	100.000	27,306.00	27,306.00
	12/15/2025	28,092.00	2.875%	100.000	28,092.00	28,092.00
	12/15/2026	28,899.00	2.875%	100.000	28,899.00	28,899.00
	12/15/2027	29,730.00	2.875%	100.000	29,730.00	29,730.00
	12/15/2028	30,585.00	2.875%	100.000	30,585.00	30,585.00
		200,000.00			200,000.00	200,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/15/2028	2.875%	30,585.00	30,585.00		
Entire Issue			200,000.00	200,000.00	3.5215	2.8752%

Proceeds used for accrued interest	0.00
Proceeds used for lease issuance costs (including underwriters' discount)	5,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROOF OF ARBITRAGE YIELD

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE PURCHASE AGREEMENT, SERIES 2022
BQ, Non-Rated, 2028 Final Maturity
Revised Proposed Final Pricing

Date	Debt Service	PV Factor	Present Value to 07/01/2022 @ 2.8752493801%
12/15/2022	31,464.44	0.987079102	31,057.89
06/15/2023	2,460.35	0.973089724	2,394.14
12/15/2023	29,003.35	0.959298611	27,822.87
06/15/2024	2,078.80	0.945702952	1,965.93
12/15/2024	29,384.80	0.932299977	27,395.45
06/15/2025	1,686.27	0.919086956	1,549.83
12/15/2025	29,778.27	0.906061196	26,980.93
06/15/2026	1,282.45	0.893220045	1,145.51
12/15/2026	30,181.45	0.880560884	26,576.60
06/15/2027	867.03	0.868081135	752.65
12/15/2027	30,597.03	0.855778256	26,184.27
06/15/2028	439.66	0.843649739	370.92
12/15/2028	31,024.66	0.831693113	25,803.00
	220,248.56		200,000.00

Proceeds Summary

Delivery date	07/01/2022
Par Value	200,000.00
Target for yield calculation	200,000.00

LENNOX

QUOTATION

JERRY'S SHEET METAL

DATE: JUNE 2, 2022

907 W OKLAHOMA, GRAND ISLAND, NE 68801
Phone 308-384-2881 Fax 308-384-6267 Cell 308-380-9584
jay@jerryssheetmetal.com

EXPIRATION DATE 30 DAYS

TO GIPS FOOD KITCHEN KNEALE BUILDING
DAN PETSCH

NEW EXHAUST DROP TO DISHWASHER

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
					Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		LOT STAINLESS DUCTWORK 16 GA WELDED			
1		INSULATION			
1		WELDING			
1		LABOR			

THIS PRICE IS A TIME AND MATERIAL BID NOT TO EXCEED PRICE

TOTAL DISCOUNT		
SUBTOTAL		
SALES TAX	TE	
TOTAL	$25,000.00	

Quotation prepared by: JAY HEHNKE _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH A BANK, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $200,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENT; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHSE AGREEMENT AND ALL NECESSSARY DOCUMENTATION; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 0002, IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **"Board"**) of Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"District"**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire and install certain kitchen equipment for the District (the **"Equipment"**);

(b) The District has proposed to enter into a Lease-Purchase Agreement with a bank (the **"Bank"**) to be determined by an Authorized Officer (defined herein) in substantially the form presented with this resolution (the **"Lease Agreement"**) among the District as Lessee, and the Bank as Lessor to finance the acquisition of the Equipment by the District.

Section 2. The Board hereby finds and determines that the District shall enter into the Lease Agreement for the purpose of acquiring and installing certain Equipment for use by the District pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition and installation of the Equipment and financing of the Equipment and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into the Lease Agreement, whereby the District will lease and acquire the Equipment from the Bank. The Lease Agreement in a form approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under the Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The principal amount financed under the Lease Agreement shall not exceed $200,000 and the term of the Lease Agreement shall not exceed seven years.

Section 4. The Board President, Vice-President and Secretary of the Board, and the Superintendent and Chief Financial Officer of the District, and any other officer of the District (each, an **"Authorized Officer"**) are each hereby authorized and directed to execute and deliver on behalf of the

District the Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under the Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. The Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to the Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to the Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. The transactions described herein may be conducted and this resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Lease Agreement and the Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this 9 day of June, 2022.

Lisa M McAlbers
Board President

ATTEST:

Robin R. Depster
Board Secretary

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LEASE-PURCHASE AGREEMENT, SERIES 2022

between

FIVE POINTS BANK,

Lessor

and

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

Lessee

Dated July 1, 2022

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This **LEASE-PURCHASE AGREEMENT**, **SERIES 2022** dated July 1, 2022 (the **"Lease"**), is by and between **FIVE POINTS BANK**, as lessor (the **"Lessor"**), whose address is 2015 North Broadwell, Grand Island, Nebraska (with a mailing address of PO Box 1507, Hastings, NE 68802), and **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS), IN THE STATE OF NEBRASKA**, as lessee (the **"Lessee"**) whose address is Kneale Administration Building, 123 South Webb Road, Box 4904, Grand Island, Nebraska 68802.

RECITALS:

1. The Lessee is authorized by the Act to acquire, construct, and equip educational facilities as are needed to carry out its governmental functions, and to finance the same by entering into lease-purchase agreements;

2. The Lessor has agreed to lease certain equipment described in **Exhibit A** hereto (the **"Equipment"**) to Lessee, pursuant to this Lease; and

3. The Lessee has determined that it is necessary and desirable for it to finance under this Lease the acquisition of such Equipment;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

"Act" means, collectively, Sections 79-10,105 and 79-10,120, Reissue Revised Statutes of Nebraska, as amended.

"After Payment Termination Value" means, with respect to the Equipment, as of the Payment Dates specified in the attached **Exhibit B**, the amount so designated and set forth opposite such date.

"Closing Date" means the date upon which the amount specified in **Section 2.3** is transferred to the Lessee to acquire the Equipment.

"Equipment" means the equipment and other items fully described on **Exhibit A** hereto.

"Fiscal Year" means the twelve month fiscal period of Lessee which commences on September 1 in every year and ends on the following August 31.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of the Lessor or the Lessee.

"Interest" means the portion of any Rental Payment designated as and comprising interest as shown in the attached **Exhibit B**.

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"Net Proceeds" means any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Payment Date" means the date upon which any Rental Payment is due and payable as provided in **Exhibit B**.

"Permitted Encumbrances" means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or which the Lessee may, pursuant to provisions of **Section 7.3** hereof, permit to remain unpaid, (b) this Lease, (c) the Lessor's interest in the Equipment, and (d) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which the Lessee may, pursuant to **Article VIII** hereof, permit to remain unpaid.

"Principal" means the portion of any Rental Payment designated as principal in the attached **Exhibit B**.

"Rental Payment" means the payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on **Exhibit B**.

"State" means the State of Nebraska.

"State and Federal Law or Laws" means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

"Term of this Lease" or **"Lease Term"** means the period during which this Lease is in effect as specified in **Section 4.1**.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment subject to this Lease.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which the Lessee may exercise its option to purchase the Lessor's interest in the Equipment in accordance with **Article X**.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants as follows:

(a) The Lessee is a duly formed and validly existing political subdivision of the State, governed by the Constitution and laws of the State.

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(b) The Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated thereby, and to perform all of its obligations thereunder.

(c) The officers of the Lessee executing this Lease have been duly authorized to execute and deliver such documents under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, the Lessee has and will comply with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition and installation of the Equipment by the Lessee.

(e) The Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) The Lessee will use the Equipment during the Lease Term only to perform essential governmental functions.

(g) The Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the **"Code"**), and Treasury Regulations promulgated thereunder (the **"Regulations"**), and the Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

Section 2.2. Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants as follows:

(a) The Lessor is a state chartered bank duly organized, existing and in good standing; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessor, or upon the Equipment except Permitted Encumbrances.

Section 2.3. Deposit of Funds. Upon execution of this Lease, the Lessor shall deposit the sum of $200,000 with the Lessee to pay the costs of the Equipment in accordance with this Lease. Such funds shall be applied to pay the costs of the Equipment and may be used to pay costs of entering into this Lease as provided in the federal tax certificate executed in connection with this Lease.

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ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. The Lessor hereby leases the Equipment to the Lessee, and the Lessee hereby leases the Equipment from the Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor hereby covenants to provide the Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and the Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the request of the Lessee and at the Lessee's cost, join in any legal action in which the Lessee asserts its right to such possession and enjoyment to the extent the Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that the Lessor shall have the right at all reasonable times to examine and inspect the Equipment. The Lessee further agrees that the Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by the Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in **Section 4.2**.

Section 4.2. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the exercise by the Lessee of its option to purchase the Lessor's interest in the Equipment pursuant to **Article X**;

(b) a default by the Lessee and the Lessor's election to terminate this Lease pursuant to **Article XII**; or

(c) the payment by the Lessee of all Rental Payments and other amounts authorized or required to be paid by the Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. The Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in **Exhibit B**. Rental Payments are subject to prepayment, in whole or in part on any business day, at par plus accrued interest to the date of prepayment. All Rental Payments shall be paid to the Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which the Lessor has assigned such

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Rental Payments as specified in **Article XI**, at such place as such assignee may from time to time designate by written notice to the Lessee. The Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to the Lessor or, in the event of assignment of the right to receive Rental Payments by the Lessor, to its assignee. Interest shall accrue from the date of this Lease.

Section 5.2. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. **Exhibit B** sets forth the Interest component of each Rental Payment.

Section 5.3 Rental Payments to be Unconditional. The obligation of the Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between the Lessee and the Lessor or any other person, the Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. The Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances (including, without limitation, the occurrence of any environmental liability). However, nothing herein shall be construed to release the Lessor from the performance of its obligations hereunder; and if the Lessor should fail to perform any such obligation, the Lessee may institute such legal action against the Lessor as the Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

The Lessee hereby pledges amounts in its current building fund for any rental payments due under this Lease, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due hereunder.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, the Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by the Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. The Lessee shall have and assume the risk of loss with respect to the Equipment. The Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part of the Equipment damaged or destroyed and to pay the applicable After Payment Termination Value of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts and need not cover land and building foundations. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in **Section 6.6**. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

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Section 6.3. Worker's Compensation Insurance. If required by State law, the Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to the Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by **Sections 6.1** and **6.2** shall name the Lessee and the Lessor as insured parties, and any insurance policy or rider required by **Section 6.3** shall name the Lessee as insured party. The Lessee shall deposit with the Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the Lessee shall furnish to the Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event the Lessee shall notify the Lessor of this fact.

Section 6.5. Lessee's Negligence. The Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others, which is proximately caused by the negligent conduct of the Lessee, its officers, employees and agents. The Lessee hereby assumes responsibility for and agrees to reimburse the Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of the Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, the Lessee shall as soon as practicable after such event replace the same at the Lessee's sole cost and expense with property of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement to be subject to the Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to the Lessee and shall be used to discharge the Lessee's obligation under this Section.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. The Lessee shall exercise due care in the use, operation and maintenance of the Equipment, and shall not use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. The Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. The Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if

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compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. The Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. The Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, the Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against the Lessee or the Lessor. The Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. The Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of the Lessee under this Section.

The Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay such taxes, assessments, utility or other charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

Section 7.4. Advances. If the Lessee shall fail to perform any of its obligations under this Article, the Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in the Lessee. Upon the payment by the Lessee of all Rental Payments as indicated in **Exhibit B**, or the exercise by the Lessee of its option to purchase the Equipment pursuant to **Article X**, full and unencumbered legal title to the Equipment shall pass to the Lessee, and the Lessor shall have no further interest therein; and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may request to evidence the passage of legal title

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to the Equipment to the Lessee and the termination of the Lessor's interest therein. Nothing herein shall require the Lessor to remove any lien, charge or encumbrance upon legal title to the Equipment not arising through the Lessor.

During the Term of this Lease, the Equipment shall remain separate personal property and not become fixtures or considered part of the real estate, even if attached or affixed thereto. Lessee hereby grants a nonexclusive easement to Lessor over the real property surrounding the Equipment when acquired and constructed, and an exclusive easement on the real portion of the real property where the footprint of the Equipment are located. Lessee shall not remove all or a substantial portion of the Equipment from such real property without the consent of Lessor.

Section 8.2. Liens. During the Term of this Lease, the Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of the Lessor and the Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in **Section 7.3** and this Article, the Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by the Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.3. Installation of Lessee's Equipment. The Lessee may at any time and from time to time, in its sole discretion and at its own expense, install items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of the Lessee. All such items so identified shall remain the sole property of the Lessee, in which the Lessor shall have no interest, and may be modified or removed by the Lessee at any time provided that the Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent the Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.4. Modification of Equipment. The Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work, shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by the Lessee. The Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, addition, modification or improvement made by the Lessee pursuant to this Section; provided that if any such lien is established and the Lessee shall first notify the Lessor of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of the Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall

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promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Lessor with full security against any such loss or forfeiture, in form satisfactory to the Lessor. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee.

ARTICLE IX

WARRANTIES

Section 9.1. Selection, Design and Construction of Improvements. The Lessor shall have no responsibility in connection with the selection, design or construction of any improvements on the Equipment or their suitability for the use intended by the Lessee.

Section 9.2. Maintenance of Equipment. The Lessor shall have no obligation to test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of the Lessee.

Section 9.3. Contractor's Warranties. The Lessor hereby assigns to the Lessee for and during the Term of this Lease, all of its interest in all contractor's warranties and guarantees, if any, express or implied, issued on or applicable to any improvements or any portion thereof, and the Lessor hereby authorizes the Lessee to obtain the customary services furnished in connection with such warranties and guarantees at the Lessee's expense.

Section 9.4. Disclaimer of Warranties. THE EQUIPMENT AND ANY IMPROVEMENTS THERETO ARE DELIVERED AS IS, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE IMPROVEMENTS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE IMPROVEMENTS.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. The Lessee shall have the option to purchase the Lessor's interest in the Equipment on the Payment Dates for the After Payment Termination Values as set forth in **Exhibit B**, but only if the Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. The Lessee shall give notice to the Lessor and Paying Agent of its intention to exercise its option not less than sixty (60) days prior to the Payment Date on which the option is to be exercised and shall deposit with the Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on such Payment Date) and the After Payment Termination Value. The closing shall be on the applicable Payment Date at the office of the Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by the Lessee, the Lessor shall convey or release to the Lessee, all of its right, title and/or interest in and to the Equipment by delivering to the Lessee such documents as the Lessee deems necessary for this purpose.

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ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. The Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's rights, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor, upon notice to but without consent of the Lessee. The Lessee shall pay all Rental Payments due hereunder to or at the direction of the Lessor or the assignee named in the most recent assignment, if any. During the Lease Term the Lessor, as agent of the Lessee, shall keep a complete and accurate record of all such assignments, if any.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor the Lessee's interest in the Equipment may be assigned by the Lessee.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in **Section 11.2**, the Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, without the written consent of the Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be **"events of default"** under this Lease and the terms **"events of default"** and **"default"** shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by the Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of such failure for a period of ten (10) business days after telephonic or telegraphic notice given by the Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 12.1(a)**, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Lessor, unless the Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Lessee to carry on its governmental or proprietary function or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an

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agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this **Section 12.1** and **Section 12.2** are subject to the following limitation: if by reason of force majeure the Lessee is unable in whole or in part to carry out its obligations under this Lease, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, the Lessee shall not be deemed in default during the continuance of such inability. The term **"force majeure"** as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Lessee and not resulting from its negligence. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in **Section 12.1** hereof shall have happened and be continuing with respect to the Equipment, the Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) The Lessor, with or without terminating this Lease, may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by the Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) The Lessor, with or without terminating this Lease, may repossess the Equipment by giving the Lessee written notice to surrender the Equipment to the Lessor, whereupon the Lessee shall do so in the manner provided in **Section 12.3**. If the Equipment or any portion of it has been destroyed or damaged beyond repair, the Lessee shall pay the applicable After Payment Termination Value of the Equipment, as set forth in **Exhibit B** (less credit for Net Proceeds), to the Lessor. Notwithstanding the fact that the Lessor has taken possession of the Equipment, the Lessee shall continue to be responsible for the Rental Payments. If this Lease has not been terminated, the Lessor shall return possession of the Equipment to the Lessee at the Lessee's expense when the event of default is cured.

(c) If the Lessor terminates this Lease and takes possession of the Equipment, the Lessor shall thereafter use its best efforts to sell or lease its interest in the Equipment or any portion thereof in a commercially reasonable manner in accordance with applicable State laws. The Lessor shall apply the proceeds of such sale or lease to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale or lease; (3) the applicable After Payment Termination Value of the Equipment; and (4) the balance of any Rental Payments owed by the Lessee. Any sale proceeds remaining after the requirements of clauses (1), (2), (3) and (4) have been shall be the property of Lessee.

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(d) If the proceeds of sale or lease of the Equipment are not sufficient to pay the balance of any Rental Payments owed by the Lessee, the Lessor may take any other remedy available at law or in equity to require the Lessee to perform any of its obligations hereunder.

Section 12.3. Surrender of Equipment; Transfer of Title. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with **Exhibit B**, the Lessee shall surrender the Equipment to the Lessor in the condition, repair, appearance and working order required in **Section 7.2** and immediately transfer to Lessor all of Lessee's right title and interest in and to the Equipment without further demand by Lessor. If the Lessee refuses to surrender the Equipment and transfer title in the manner designated, the Lessor may repossess the Equipment and charge to the Lessee the costs of such repossession, pursue action to cause such transfer to occur, or pursue any remedy described in **Section 12.2**.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by the Lessor or its assignee.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, the Lessee annually will provide Lessor with current financial statements, budgets, and such other financial information as may be requested by the Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by the Lessor and the Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

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Section 13.7. Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts; Electronic Transactions. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The transactions described herein may be conducted and this Lease and related documents may be executed, sent, received and stored by electronic means.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

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IN WITNESS WHEREOF, the Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and the Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

FIVE POINTS BANK, Lessor

By: DocuSigned by: CBC352FB7CDC474... Authorized Officer

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

By: DocuSigned by: Lisa Albers A6F3F88999264FC... President, Board of Education

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EXHIBIT A

EQUIPMENT

The "Equipment" consists of the acquisition and installation of certain kitchen equipment, and shall include necessary site work, modification of the existing building to accommodate such equipment, and all necessary costs and expenses for such equipment.

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EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

The Lessee shall pay to the Lessor (a) principal installments of Lease-Purchase Payments on the dates and in the installment amounts set forth below, plus (b) an interest component, payable December 15, 2022, and thereafter on June 15 and December 15 of each year in arrears, through and including December 15, 2028, and a final payment on December 15, 2028, as set forth below, on the principal amount of $200,000, as such amount is reduced by the payment of principal installments from time to time at a rate of 2.875% per annum.

Payment Date	Total Rental Payment	Principal	Interest	After Payment Termination Value
December 15, 2022	$31,464.44	$28,845	2,619.44	$171,155
June 15, 2023	2,460.35		2,460.35	
December 15, 2023	29,003.35	26,543	2,460.35	144,612
June 15, 2024	2,078.80		2,078.80	
December 15, 2024	29,384.80	27,306	2,078.80	117,306
June 15, 2025	1,686.27		1,686.27	
December 15, 2025	29,778.27	28,092	1,686.27	89,214
June 15, 2026	1,282.45		1,282.45	
December 15, 2026	30,181.45	28,899	1,282.45	60,315
June 15, 2027	867.03		867.03	
December 15, 2027	30,597.03	29,730	867.03	30,585
June 15, 2028	439.66		439.66	
December 15, 2028	31,024.66	30,585	439.66	0

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CLOSING CERTIFICATE
HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS),
IN THE STATE OF NEBRASKA
Dated as of July 1, 2022

We, **Lisa Albers** and **Dr. Ken Schroeder**, the duly appointed, qualified and acting President of the Board of Education and Chief Financial Officer of Hall County School District 0002, in the State of Nebraska (the **"Lessee"**), do hereby certify as follows:

*Capitalized words and terms used in this Certificate, unless the context requires otherwise, will have the same meanings as set forth in the Lease-Purchase Agreement, Series 2022 dated July 1, 2022 (the **"Lease"**), between Five Points Bank, Grand Island, Nebraska (the **"Lessor"**), and the Lessee.*

1. Transcript. The documents listed on the closing list included in this transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the Lessee of the hereinafter defined Lessee Documents.

2. Organization and Authority. The Lessee is a Class III school district duly organized and validly existing under the laws of the State of Nebraska (the **"State"**). The Lessee has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the resolution authorizing the Lease (the **"Resolution"**), attached hereto in **Exhibit A**, the Lease and any and all other agreements relating thereto.

3. Meeting. Attached hereto as **Exhibit A** is a true and correct copy of minutes or excerpts from minutes of a lawful meeting of the Board of Education (the **"Board"**) held on June 9, 2022, at which meeting a quorum was present and acting throughout, and said minutes or excerpts remain in full force and effect. Such meeting was a regular meeting, for which proper notice was given in the manner required by law. Attached hereto as **Exhibit B** is a true and correct copy of the affidavit of publication of notice of such meeting.

Each meeting of the Board at which action was taken relating to the Lease and the execution and delivery of any related documents, was at all times open to the public and preceded by advance publicized notice duly given in strict compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended. All of the subjects considered at each such meeting were contained in the agenda for such meeting, which agenda were kept continuously current and available for public inspection at the office of the Secretary, each such subject was contained in the agenda for at least 24 hours prior to such meeting; the public was informed of the location of at least one current copy of the Open Meetings Act available and accessible to the public in the room in which each meeting was held; at least one copy of all ordinances, resolutions and other reproducible written materials, for which actions were taken at each such meeting was made available for examination and copying by the members of the public at such meeting; the minutes of each such meeting of the Board were, in accordance with standard practice, in written form and available for public inspection within 10 working days and prior to the next convened meeting of the Board; and all news media requesting notification of each such meeting of the Board were provided with advance notice of the time and place of such meeting and the subjects to be discussed thereat.

4. Authorization, Execution and Delivery of Lessee Documents. The following documents (the **"Lessee Documents"**) have been duly authorized, executed and delivered in the name and on behalf of

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the Lessee by either the President or Chief Financial Officer, pursuant to and in full compliance with the actions of the Board referred to in paragraph 2 of this Closing Certificate; the copies of such documents contained in the transcript of proceedings relating to the authorization and delivery of the Lease are true, complete and correct copies or counterparts of such documents as authorized, executed and delivered by the Lessee, and are in substantially the same forms submitted to and approved by the Board of the Lessee at the meeting described in paragraph 2 of this certificate with only such changes therein as have been approved by the officer of the Lessee executing the same; and such documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof:

(a) Lease; and
(b) Tax Certificate.

5. Compliance with Lessee Documents. The Lessee has performed and complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof.

6. Representations and Warranties. The representations and warranties of the Lessee contained in the Lease are true and correct on and as of the date hereof. All such representations and warranties, as well as those made herein will be deemed to be for the benefit of the Lessor and the attorneys providing legal opinions in connection with the Lease. The Lessee has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

7. Insurance. The Lessee maintains the insurance required by **Article VI** of the Lease.

8. No Default. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an event of default under the Lease.

9. No Pecuniary Interest. To the Lessee's knowledge, no member of the Board has any pecuniary interest, directly or indirectly, in any contract, employment, purchase or sale made, or to be made in connection with the proposed transaction contemplated in the Lessee Documents.

10. No Violation. To the Lessee's knowledge, the Lessee's execution and delivery of the Lessee Documents and the performance of the terms thereof by the Lessee will not violate any provision of law, or any ordinance or resolution of the Lessee, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the Lessee is a party or by which it or its properties are bound.

11. Litigation. No litigation or other proceedings are pending or, to the knowledge of the undersigned, threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Lease or the acquisition and construction of the Project (as that term is defined in the Lease), or (b) questioning or affecting the organization or existence of the Lessee of the title to office of the officers thereof.

12. Designation of Final Terms. Pursuant to the authority granted in the Resolution, the undersigned hereby confirm the following final terms of the Lease:

- The Lease shall be entered into on July 1, 2022 in the original principal amount of $200,000, and shall mature on December 15, 2028.
- Interest shall accrue and Rental Payments shall be made pursuant to the Schedule of Rental Payments attached to the Lease.

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- Rental Payments are subject to prepayment, in whole or in part on any business day, at the option of the Lessee, at par plus accrued interest to the date of prepayment.
- The Lessee shall receive net proceeds of $200,000, representing the principal amount of the Lease, less placement agent's fee of $3,000 and Lessee's counsel fee of $2,000. Such net proceeds shall be applied to pay costs of financing the construction of the Facilities (as described in the Lease).

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Dated as of the date first written above.

HALL COUNTY SCHOOL DISTRICT 0002,
IN THE STATE OF NEBRASKA

By: DocuSigned by: Lisa Albers A6F3F88999264FC...
Board President

By: DocuSigned by: Dr. Ken Schroeder 0C7B90F80F9C44B...
Chief Financial Officer

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EXHIBIT A

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State of Nebraska)
County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1080317

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, June 09, 2022 at 5:40 P.M., immediately following the public hearing, 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
1 ZNEZ

Ken Sweet, 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: 06/01/2022

TOTAL AD COST: 17.71
FILED ON: 6/1/2022

Subscribed in my presence and sworn to before me this 2 day of ~~December 18~~ June xc 22 zc, 20~~23~~

My commission expires ~~December 18~~, 20~~23~~

Lyndsay Condy
Notary Public

GENERAL NOTARY-State of Nebraska
LYNDSAY CONDY
My Comm. Expires Dec. 18, 2023

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Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Thursday, June 9, 2022 at 5:35PM 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 5:36 PM.

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

Joshua Hawley and Dave Hulinsky were absent and gave prior notice. Absences were excused by the board of education.

AGENDA

1. CALL TO ORDER

The meeting was called to order at 5:35 pm

2. ROLL CALL

Mrs. Simmons called the roll at 5:36 pm.

3. MISSION STATEMENT

The Mission Statement was read by Mr. Brown.

4. CONSENT AGENDA

4.1. Minutes from the previous month's meeting

4.2. Acceptance of Agendas From Standing Committees

Finance and Facilities Committee

Next Meeting Date: July 5, 2022 at 7:30 am

Leading for Learning Committee

Next Meeting Date: July 12, 2022 at 4:15 pm

Personnel Committee

Next Meeting Date: July 7, 2022 at 7:30 am

Policy Committee

Next Meeting Date: July 11, 2022 at 4:30 pm

Public Relations and Partnership Development Committee

Next Meeting Date: July 8, 2022 at 8:00 am

Governance Committee

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Next Meeting Date: July 6, 2022 at 7:30 am
GNSA/Legislative Committee
Next Meeting Date: not scheduled

4.3. Claims as submitted
Abstain from voting on check numbers but approved all other items submitted on the consent agenda as follows; Erika Wolfe Check Number 83001, Carlos Barcenas Check Number 82963. Lisa Albers Check Number 83065, and Terry Brown Check Number 83154.

4.4. Bid Proposals as submitted

4.5. Staff Adjustments as submitted

4.6. Treasurer's Report as submitted

4.7. Contracts

4.8. Policy

4.8.1. 4640 INFORMATION TECHNOLOGY MANAGEMENT on Final Read

4.8.2. 8415 MEDICATIONS IN SCHOOL on Final Read

4.8.3. 8741 EARLY GRADUATION on Final Read

4.9. Approval of Agenda as submitted
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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

5. SPECIAL RECOGNITION

5.1. PathBack Program Recognition
Recognition of Michelle Garcia Barillas and MacKenzie Zapata, selected as the PathBack Program recipients.

6. CAMPUS HIGHLIGHTS

6.1. Full service Community Schools
Amy Richards, Principal O'Connor Learning Center, Samantha Ellicot, Parent shared the impact of the implementation of Full Service Community Schools at the O'Connor Learning Center.

7. REQUESTS TO ADDRESS THE BOARD

8. EXECUTIVE SESSION FOR THE PURPOSE OF LEGAL COUNSEL CONSULTATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION
The Board convened to Executive Session at 6:14 p.m.
The recommendation for the Board to convene to executive session for the purpose of discussing legal updates from counsel. Passed with a motion by Carlos Barcenas and a second by Dan Brosz. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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9. RECONVENE FROM EXECUTIVE SESSION
The Board reconvened from Executive Session at 6:54 p.m.
The recommendation that the Board reconvene from executive session 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea
10. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION none

11. INFORMATION ITEMS

11.1. Panorama
Panorama surveys are used to monitor district-wide parent, staff, and student school climate and SEL needs and concerns, so school leaders can improve support in targeted areas.
Panorama surveys are used to monitor district-wide parent, staff, and student school climate and SEL needs and concerns, so school leaders can improve support in targeted areas.

11.2. Revisions to the 2022-2023 Calendar
Presentation of proposed revisions to the 2022-2023 School Calendar.

11.3. Hello Hero SPED Contracted Service Agreement
Approve an initial one-year contract with HelloHero to provide 2.0 FTE of virtual special education case management services and 2.0 FTE virtual school psychologists.

11.4. Additions to Extra Standard Schedule for 2022-2023
The Extra Standard Salary Schedule is established annually by the Board of Education.

11.5. Policy 8720 Grading and Reporting Updates
Presented updates to Policy 8720 Grading and Reporting to align with current practice.

11.6. 2022-23 School Year Student Transportation Services
Holiday Express is the student transportation contracted provider for Grand Island Public Schools. A 5-year contract for services was entered between Grand Island Public Schools and Holiday Express on June 10, 2021. A copy of that service contract is attached for review by the board.
The proposed transportation routes for the 2022-23 school year and the corresponding fees for providing those routes are attached to this agenda item for review and consideration by the board of education.
The final draft of this proposed transportation route schedule and corresponding fees will be presented to the Grand Island Board of Education for final review and approval at its regularly scheduled July 14th Board Meeting.
Please note: The current schedule provides for 171 days of student transport. Should the number of days transportation service are provided to Grand Island Public Schools students be adjusted upward or downward from 171 days, the service agreement payment will be adjusted accordingly, based on the daily rate for each route.
So, if the school calendar days that require student transport was reduced to 164, the total cost of the contract will be $1,708,141.92, or a reduction of $73,297.

11.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine
The school district's central kitchen is in need of replacement. The board is being asked to

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approve a resolution to enter into a lease purchase agreement in an amount not to exceed $200,000 for the purchase and installation of a new dish machine. The lease purchase resolution, the lease purchase agreement, and the debt schedule for the loan have been reviewed by the Finance & Facilities Committee at their May 31st Meeting. The resolution authorizing the financing of the purchase and installation of the new dish machine and the lease purchase agreement are attached to this agenda item for review and consideration of the board.

11.8. iPads/Apple TVs
iPads and Apple TVs will support teacher verification of student learning, the sharing of student work, increased engagement, improved lesson pacing, and ease of administering the DIBELS assessment.

11.9. FEV Tutor
The purchase of hours from FEV Tutor will provide students in Title I buildings with access to academic support 24/7 in a safe environment that uses GIPS data to drive their personalized plans.

11.10. Staffing Update Presentation
Staffing update for vacancies, positions filled, recruitment and retention efforts.

11.11. Final Contract for GIEA 2022-2023
Presenting to the Grand Island Public Schools Board of Education for final review of the negotiated agreement for the 2022 through 2023 school year.

11.12. Knickrehm Contract
Knickrehm contract between Grand Island Public Schools and Mid Plains Construction for the Knickrehm Elementary HVAC renovations using ESSER III funding.

11.13. Grand Island Senior High Contract
Grand Island Senior High contract between Grand Island Public Schools and Perry Reid Construction for the additions and renovations of Grand Island Senior High School. The work includes the additions and renovations of the existing High School consisting of the expanded cafeteria and band room space and renovations of the existing main entries for Grand Island Senior High using ESSER III funding.

11.14. Construction Update
Mr. Petsch presented the construction update.

11.15. Superintendent Report
Dr. Grover presented the superintendent report.

12. ACTION ITEMS

12.1. GIPS Emergency Operation Plan
Motion to approve GIPS Emergency Operation Plan as presented. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.2. 2022-2023 Parent/Student Handbook
Motion to approve the 2022-2023 Parent Student Handbook as presented Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.

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

12.3. Approve proposed changes to Policy 8820 STUDENT FEES

Motion to approve Policy 8820 STUDENT FEES as presented Passed with a motion by Carlos Barcenas and a second by Lindsey Jurgens.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.4. Approve proposed changes to Policy 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES

Motion to approve 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES as presented in Public Hearing 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.5. Hello Hero SPED Contracted Service Agreement

Motion to approve SPED Case Management Contract with Hello Hero as presented Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.6. Revisions to the 2022-2023 Calendar

Motion to approve revisions to the 2022-2023 School Calendar as presented Passed with a motion by Carlos Barcenas and a second by Bonnie Hinkle.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine

Motion to authorize the district to enter into a lease purchase agreement with a bank, in the principal amount to not exceed $200,000, for the purchase and installation of a dish machine 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.8. iPads/Apple TVs

Motion to approve the purchase of iPads, Apple TVs, and projectors for Title I buildings to support verification of student learning. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.9. FEV Tutor

Motion to approve the use of funds to purchase a bank of hours to provide Title I elementary students with FEV tutoring supports. Passed with a motion by Carlos Barcenas and a second by Dan Brosz.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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12.10. Final Contract for GIEA 2022-2023
Motion to adopt the 2022-2023 negotiated agreement. Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.11. Knickrehm Contract
Motion to approve the Knickrehm contract between Grand Island Public Schools and Mid Plains Construction for the Knickrehm Elementary HVAC system as presented. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.12. Grand Island Senior High Contract
Motion to approve the Grand Island Senior High additions and renovations contract between Grand Island Public Schools and Perry Reid Construction as presented. Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

13. REPORTS

13.1. Grand Island Public Schools Foundation Report
Mrs. Jurgens reported for the GIPS Foundation.

13.2. NASB Monthly Update
Mrs. Albers gave the Nebraska Association of School Boards update.

14. NOTIFICATION OF UPCOMING BOARD MEETINGS
Board of Education Regular Meeting - Thursday, July 14, 2022 at 5:30 P.M.

15. ADJOURNMENT
All business having been completed, the meeting was adjourned at 9:12 p.m.

_____
Michelle L Simmons, Recording Secretary

_____
Robin R. Dexter, Secretary to the Board

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

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH A BANK, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $200,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENT; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHSE AGREEMENT AND ALL NECESSSARY DOCUMENTATION; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 0002, IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **"Board"**) of Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"District"**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire and install certain kitchen equipment for the District (the **"Equipment"**);

(b) The District has proposed to enter into a Lease-Purchase Agreement with a bank (the **"Bank"**) to be determined by an Authorized Officer (defined herein) in substantially the form presented with this resolution (the **"Lease Agreement"**) among the District as Lessee, and the Bank as Lessor to finance the acquisition of the Equipment by the District.

Section 2. The Board hereby finds and determines that the District shall enter into the Lease Agreement for the purpose of acquiring and installing certain Equipment for use by the District pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition and installation of the Equipment and financing of the Equipment and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into the Lease Agreement, whereby the District will lease and acquire the Equipment from the Bank. The Lease Agreement in a form approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under the Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The principal amount financed under the Lease Agreement shall not exceed $200,000 and the term of the Lease Agreement shall not exceed seven years.

Section 4. The Board President, Vice-President and Secretary of the Board, and the Superintendent and Chief Financial Officer of the District, and any other officer of the District (each, an **"Authorized Officer"**) are each hereby authorized and directed to execute and deliver on behalf of the

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District the Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under the Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. The Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to the Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to the Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. The transactions described herein may be conducted and this resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Lease Agreement and the Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

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Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this 9 day of June, 2022.

Lisa M McAlbers
Board President

ATTEST:

Robin R. Depster
Board Secretary

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EXHIBIT B

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State of Nebraska)
County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1080317

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, June 09, 2022 at 5:40 P.M., immediately following the public hearing, 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
1 ZNEZ

Ken Sweet, 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: 06/01/2022

TOTAL AD COST: 17.71
FILED ON: 6/1/2022

Subscribed in my presence and sworn to before me this 2 day of ~~December 18~~ June xc 22 zc, 20~~23~~

My commission expires ~~December 18~~, 20~~23~~

Lyndsay Condy
Notary Public

GENERAL NOTARY-State of Nebraska
LYNDSAY CONDY
My Comm. Expires Dec. 18, 2023

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FEDERAL TAX CERTIFICATE

Dated as of July 1, 2022

OF

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS),

$200,000
HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE-PURCHASE AGREEMENT, SERIES 2022

the "Lease"

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FEDERAL TAX CERTIFICATE

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* * *

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FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate"), is executed as of July 1, 2022, by **HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS)**, a duly organized Class III school district existing under the laws of the State of Nebraska (the "District").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance and delivery by the District of $200,000 principal amount of Lease-Purchase Agreement, Series 2022, by and between the District, as lessee, and Five Points Bank, as lessor (the "Lease"), pursuant to a Resolution dated the date of this Tax Certificate (the "Resolution"), for the purposes described in this Tax Certificate, in the Resolution and in the Lease.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Lease proceeds and of certain other money relating to the Lease and set forth the conditions under which the Interest portion of Rental Payments of the Lease will be excluded from gross income for federal income tax purposes.

3. The District is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Lease proceeds and the property financed or refinanced with those proceeds and the investment of the Lease proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest portion of Rental Payments of the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The District adopted the Policy and Procedures – Federal Tax Law and Disclosure Requirements for Tax-exempt Bonds and/or Build America Bonds dated August 9, 2012, as amended and supplemented in accordance with the provisions thereof (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the District to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Lease.

NOW, THEREFORE, the District represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Resolution, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

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"Annual Compliance Checklist" means a checklist for the Financed Facility designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.2** and substantially in the form attached as **Exhibit E**.

"Bona Fide Debt Service Fund" means a fund, which may include Lease proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Lease Year; and (b) is depleted at least once each Lease Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Lease Year, or (2) one-twelfth of the principal and interest payments on the Lease for the immediately preceding Lease Year.

"Bond Compliance Officer" means the District's Chief Financial Officer or other person named in the Tax Compliance Procedure.

"Code" means the Internal Revenue Code of 1986, as amended.

"District" means Hall County School District 0002 (Grand Island Public Schools) and its successors and assigns, or any body, agency or instrumentality of the State of Nebraska succeeding to or charged with the powers, duties and functions of the District.

"Final Written Allocation" means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Certificate.

"Financed Facility" means the portion of the Project being financed or refinanced with the proceeds of the Lease as described on **Exhibit D**.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the District from the sale of the Lease, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, or other Investment proceeds), (c) any amounts held in a sinking fund for the Lease, (d) any amounts held in a pledged fund or reserve fund for the Lease, and (e) any other replacement proceeds.

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

"Independent Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the District.

"Interest" means the portion of any Rental Payment designated as and comprising interest.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

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"Issue Date" means July 1, 2022.

"Lease" means the Series 2022 Lease, as described in the recitals.

"Lease Year" means each 1-year period (or shorter period for the first Lease Year) ending August 31, or another 1-year period selected by the District.

"Lessor" means Five Points Bank, Grand Island, Nebraska.

"Management or Service Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management or Service Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Lease or (2) the end of the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Lease.

"Net Proceeds" means when used in reference to the Lease, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

"Non-Qualified Use" means use of Lease proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Lease proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Official Intent Date" means June 9, 2022 as described in **Section 2.1(i)**.

"Opinion of Independent Counsel" means the written opinion of Independent Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the Interest portion of Rental Payments of the Lease from gross income for federal income tax purposes.

"Owner" means (a) the registered owner of the Lease and (b) any Person which (1) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, the Lease (including persons holding a Lease through nominees, depositories or other intermediaries), or (2) is treated as the owner of the Lease for federal income tax purposes.

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"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Lease, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Lease.

"Principal" means the portion of any Rental Payment designated as principal.

"Project" means all of the property being acquired, developed, constructed, renovated, and equipped by the District using Lease proceeds and Qualified Equity, all as described on **Exhibit D**.

"Qualified Equity" means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

"Qualified Use Agreement" means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the District's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

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"Qualified User" means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Lease.

"Resolution" means the Resolution as originally executed by the District as amended and supplemented in accordance with the provisions of the Resolution.

"Rental Payment" means the payments due from the District to the Lessor pursuant to the Lease.

"Series 2022 Lease" means the District's $200,000 principal amount Lease-Purchase Agreement, Series 2022.

"Series 2022 Lessor" means Five Points Bank, as lessor under the Series 2022 Lease.

"Tax Certificate" means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the Policy and Procedures – Federal Tax Law and Disclosure Requirements for Tax-exempt Bonds and/or Build America Bonds dated August 9, 2012, as amended and supplemented in accordance with the provisions thereof.

"Tax-Exempt Bond File" means documents and records for the Lease, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Transcript" means the Transcript of Proceedings relating to the authorization and issuance of the Lease.

"Yield" means yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the District. The District represents and covenants as follows:

(a) *Organization and Authority*. The District (1) is a political subdivision organized and existing under the laws of the State of Nebraska, and (2) has lawful power and authority to deliver the Lease for the purposes set forth in the Resolution and the Lease, to enter into, execute and deliver the Resolution, the Lease, and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Resolution, the Lease, and this Tax Certificate, acting by and through its duly authorized officials.

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(b) *Tax-Exempt Status of Lease–General Covenant and Allocation of Proceeds to Project*.

(1) The District (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Lease, whether or not such money was derived from the proceeds of the sale of the Lease or from any other source, in a manner that would cause the Lease to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Lease proceeds or any other funds of the District, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause Interest portion of Rental Payments of the Lease to be included in gross income for federal income tax purposes.

(2) The District will finance the Project with Lease proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Lease proceeds (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds*. Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the District or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the District will not permit any Non-Qualified Use of the Financed Facility without first consulting with Independent Counsel.

(d) *Governmental Obligations–Private Security or Payment*. As of the Issue Date, the District expects that none of the Principal or Interest portion of Rental Payments of the Lease will be (under the terms of the Lease or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the District) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The District will not permit any private security or payment with respect to the Lease without first consulting with Independent Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Lease will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements*. As of the Issue Date, the District has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period the District will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Independent Counsel.

(g) *Leases*. Except for the Lease, which do not give rise to private use, as of the Issue Date, the District has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period the District will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Independent Counsel.

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(h) *Limit on Maturity of Lease*. A list of the assets included in the Project and a computation of the "average reasonably expected economic life" is attached to this Tax Certificate as **Exhibit D**. Based on this computation, the "average maturity" of the Lease as computed by Independent Counsel, does not exceed the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Lease Proceeds.*

(1) Allocation. The District will evidence each allocation of the proceeds of the Lease and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the District adopted a resolution declaring the intent of the District to finance the Financed Facility with tax-exempt bonds and to reimburse the District for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Certificate as **Exhibit C**. The District does not anticipate allocating any proceeds of the Lease to reimburse and expenditure paid prior to the Issue Date. No portion of the Net Proceeds of the Lease will be used to reimburse an expenditure paid by the District more than 60 days prior to the date the resolution was adopted. No reimbursement allocation will be made more than 3 years following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(j) *Registered Lease*. The Lease will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Lease Not Federally Guaranteed*. The District will not take any action or permit any action to be taken which would cause the Lease to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *IRS Form 8038-G*. Independent Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the District contained in this Tax Certificate or otherwise provided by the District. Independent Counsel will sign the return as a paid preparer following completion and will then deliver copies to the District for execution and for the District's records. The District agrees to timely execute and return to Independent Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds*. At least 85% of the net sale proceeds (the sale proceeds of the Lease less any sale proceeds invested in a reserve fund) of the Lease will be used to carry out the governmental purpose of the Lease within 3 years after the Issue Date, and not more than 50% of the proceeds of the Lease will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements*. The District understands that the Code and the Regulations may impose new or different restrictions and requirements on the District in the future. The District will comply with such future restrictions that are necessary to maintain the exclusion of the Interest portion of Rental Payments of the Lease from gross income for federal income tax purposes.

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(o) *Single Issue; No Other Issues*. The Lease constitutes a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the District (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date the District has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Lease. The District will not enter into any such arrangement in the future without first consulting with Independent Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the District does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Lease. The District will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The District designates the Lease as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the District reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the District (and all subordinate entities of the District) during the calendar year that the Lease is issued, including the Lease, will not exceed $10,000,000; and

(2) the District (including all subordinate entities of the District) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Lease is issued, including the Lease, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first obtaining advice of Independent Counsel that the designation of the Lease as "qualified tax-exempt obligations" will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the District under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Lease, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Lease.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the District's expectations as to the sources, uses and investment of Lease proceeds and other money, in order to support the District's conclusion that the Lease is not an arbitrage bond. The person executing this Tax Certificate on behalf of the District is an officer of the District responsible for issuing the Lease.

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Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the District's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the District's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the District set forth in this Tax Certificate are reasonable. The District has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Lease is being delivered for the purpose of providing funds to finance the costs the Financed Facility and pay certain costs of delivering the Lease.

Section 3.4. Funds and Accounts. The proceeds of the Lease will be held in a separate fund of the Lessor and used to finance certain costs of the Financed Facility and no other funds or accounts related to the Lease have been established by the District.

Section 3.5. Amount and Use of Lease Proceeds and Other Money.

(a) *Amount of Lease Proceeds.* The total proceeds to be received by the District from the sale of the Lease will be as follows:

Principal Amount	$200,000.00
Total Proceeds Received by District	$200,000.00

(b) *Use of Lease Proceeds.* The Lease proceeds are expected to be allocated to expenditures as follows:

(1) $5,000.00 of Lease proceeds will be used to pay costs of issuing the Lease.

(2) $195,000.00 of Lease proceeds will be used to pay costs of the Financed Facility.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the District is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Current Refunding. No proceeds of the Lease will be used to pay principal or interest on any other debt obligation.

Section 3.8. Project Completion. The District has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Lease on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Lease will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The District is required to make periodic payments in amounts sufficient to pay the Principal portions and Interest portions of Rental Payments. No sinking fund or other similar fund that is expected to be used to pay the Principal portion or Interest portion of Rental Payments has been established or is expected to be established.

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Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund*. No reserve or replacement fund has been established for the Lease.

(b) *No Other Replacement or Pledged Funds*. None of the Lease proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. There are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or Interest portion of Rental Payments of the Lease if the District encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Lease will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Lease.

(a) *Issue Price*. Based on the certifications in the Lessor's Closing Certificate, the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Lessor. Therefore, the aggregate issue price of the Lease for such purpose is $200,000.00.

(b) *Lease Yield*. Based on the issue price, the Yield on the Lease is 2.8752493801%, as computed by Independent Counsel as shown on **Exhibit A**. The District has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Lease.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Lease is not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Lease, together with expected Investment earnings thereon and other money contributed by the District, do not exceed the cost of the governmental purpose of the Lease as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the District does not expect that the Lease proceeds will be used in a manner that would cause the Lease to be "arbitrage bonds" within the meaning of Code § 148 and the Regulations.

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ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is issued. The District recognizes that Interest portion of Rental Payments of the Lease will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The District further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Lease to be refinanced with tax-exempt obligations and substantiate the position that Interest portion of Rental Payments of the Lease is exempt from gross income in the event of an audit of the Lease by the IRS.

(b) *Written Policies and Procedures of the District.* The District intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to tax compliance that the District has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The District when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction amounts, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the District shall be treated as a reasonable cost of administering the Lease and the District shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Resolution or State law.

Section 4.2. Record Keeping; Use of Lease Proceeds and Use of Financed Facility.

(a) *Record Keeping*. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Independent Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Lease or (2) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the District and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the District's premises.

(b) *Accounting and Allocation of Lease Proceeds and Qualified Equity to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Lease proceeds in the level

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of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Lease proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist*. Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Lease. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice of Independent Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Independent Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the District any advice or Opinion of Independent Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Independent Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the District will not invest Gross Proceeds at a Yield greater than the Yield on the Lease:

(a) *Project Costs and Cost of Issuance*. Lease proceeds used to pay costs of the Project and costs of issuance and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain after 3 years, those amounts may continue to be invested without Yield restriction so long as the District pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Lease is exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) *Rental Payments*. To the extent that the fund established to make Rental Payments under the Lease qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-

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restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The District makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the District or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the District's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive "last look").

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(vii) At least 3 "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least 3 bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The District retains the following records with the Lease documents until 3 years after the Lease is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the District, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

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(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Lease (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Lease Exempt from the Rebate Requirement.

(a) *The Lease Qualifies as a Rebate-Exempt Small Issue*.

(1) the District is a governmental unit under State law with general taxing powers;

(2) no Lease is a "private activity bond" as defined in Code § 141;

(3) 95% or more of the net proceeds of the Lease are to be used for local governmental activities of the District; and

(4) the aggregate face amount of the Lease attributable to financing the construction of public school facilities is not less than $195,000.00 (the "Construction Amount"); and

(5) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) to be issued by the District during the current calendar year is not reasonably expected to exceed the sum of (i) $5,000,000 plus (ii) the lesser of $10,000,000 or the portion of the face amount of all bonds and other obligations expected to be issued in the current calendar year which will be attributable to the financing of the construction of public school facilities (including the Construction Amount set forth above). The District understands that, for this purpose, (i) the District and all entities which issue bonds on behalf of the District are treated as one issuer, (ii) all bonds issued by an entity subordinate to the District are treated as issued by the District, and (iii) bonds issued by the District to currently refund prior bonds are not taken into account to the extent that the amount of such refunding bonds does not exceed the outstanding amount of the prior bonds. The District understands further that the term "construction" generally means capital expenditures incurred to construct, reconstruct, renovate, rehabilitate, or improve buildings or structures, but does not include expenditures to acquire land, any interest in land, or other real property, or to acquire or improve moveable personal property, such as furniture, computers, photocopiers, books, or vehicles.

(b) *Conclusion as to Small District Exemption.* Based on these certifications, Independent Counsel has advised the District that the Lease is exempt from the arbitrage rebate requirements of Code § 148(f), under the small-issuer exception set forth in Code § 148(f)(4)(D).

Section 4.6. Filing Requirements. The District will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Independent Counsel.

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ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Lease and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Lease have been fully paid and the Lease is cancelled; provided that, the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the Owners, but only if such amendment is in writing and is accompanied by an Opinion of Independent Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause the Interest portion of the Rental Payments of the Lease to be included in gross income for federal income tax purposes. No such amendment will become effective until the District receives this Opinion of Independent Counsel.

Section 5.3. Opinion of Independent Counsel. The District may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Independent Counsel to the effect that the proposed deviation will not adversely affect the exclusion of Interest portion of Rental Payments of the Lease from gross income for federal income tax purposes. The District will comply with any further or different instructions provided in an Opinion of Independent Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Lease or the exclusion from gross income of Interest portion of Rental Payments of the Lease.

Section 5.4. Reliance. In delivering this Tax Certificate the District is making only those certifications, representations and agreements as are specifically attributed to them in this Tax Certificate. The District is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The District understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the Interest portion of Rental Payments of the Lease.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the District its respective successors and assigns, and inures to the benefit of the parties to this Tax Certificate and the owners of the Lease. Nothing in this Tax Certificate or in the Resolution or the Lease, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Lease, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

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Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Owners pursuant to the terms of the Resolution or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Nebraska.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, the undersigned Chief Financial Officer of the District, by execution of this Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the District, as of the Issue Date of the Lease.

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)

DocuSigned by:
By: Dr. ken Schroeder
0C7B90F80F9C44B...
Title: Chief Financial Officer

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EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF LEASE YIELD

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SOURCES AND USES OF FUNDS

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Dated Date	07/01/2022
Delivery Date	07/01/2022

Sources:	
Bond Proceeds:	
Par Amount	200,000.00
	200,000.00

Uses:	
Project Fund Deposits:	
Project Fund	195,000.00
Delivery Date Expenses:	
Cost of Issuance	5,000.00
	200,000.00

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

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BOND DEBT SERVICE

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2022	28,845	2.875%	2,619.44	31,464.44	31,464.44
06/15/2023			2,460.35	2,460.35	
12/15/2023	26,543	2.875%	2,460.35	29,003.35	31,463.70
06/15/2024			2,078.80	2,078.80	
12/15/2024	27,306	2.875%	2,078.80	29,384.80	31,463.60
06/15/2025			1,686.27	1,686.27	
12/15/2025	28,092	2.875%	1,686.27	29,778.27	31,464.54
06/15/2026			1,282.45	1,282.45	
12/15/2026	28,899	2.875%	1,282.45	30,181.45	31,463.90
06/15/2027			867.03	867.03	
12/15/2027	29,730	2.875%	867.03	30,597.03	31,464.06
06/15/2028			439.66	439.66	
12/15/2028	30,585	2.875%	439.66	31,024.66	31,464.32
	200,000		20,248.56	220,248.56	220,248.56

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BOND PRICING

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2028 Term Lease:					
	12/15/2028	200,000	2.875%	2.875%	100.000
		200,000			

Dated Date	07/01/2022	
Delivery Date	07/01/2022	
First Coupon	12/15/2022	
Par Amount	200,000.00	
Original Issue Discount		
Production	200,000.00	100.000000%
Underwriter's Discount		
Purchase Price	200,000.00	100.000000%
Accrued Interest		
Net Proceeds	200,000.00	

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BOND SUMMARY STATISTICS

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Dated Date	07/01/2022
Delivery Date	07/01/2022
Last Maturity	12/15/2028
Arbitrage Yield	2.875249%
True Interest Cost (TIC)	2.875249%
Net Interest Cost (NIC)	2.874998%
All-In TIC	3.653681%
Average Coupon	2.874998%
Average Life (years)	3.521
Weighted Average Maturity (years)	3.521
Par Amount	200,000.00
Bond Proceeds	200,000.00
Total Interest	20,248.56
Net Interest	20,248.56
Total Debt Service	220,248.56
Maximum Annual Debt Service	31,464.54
Average Annual Debt Service	34,117.68
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
2028 Term Lease	200,000.00	100.000	2.875%	3.521
	200,000.00			3.521

	TIC	All-In TIC	Arbitrage Yield
Par Value	200,000.00	200,000.00	200,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(5,000.00)	
- Other Amounts			
Target Value	200,000.00	195,000.00	200,000.00
Target Date	07/01/2022	07/01/2022	07/01/2022
Yield	2.875249%	3.653681%	2.875249%

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PROOF OF ARBITRAGE YIELD

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Date	Debt Service	PV Factor	Present Value to 07/01/2022 @ 2.8752493801%
12/15/2022	31,464.44	0.987079102	31,057.89
06/15/2023	2,460.35	0.973089724	2,394.14
12/15/2023	29,003.35	0.959298611	27,822.87
06/15/2024	2,078.80	0.945702952	1,965.93
12/15/2024	29,384.80	0.932299977	27,395.45
06/15/2025	1,686.27	0.919086956	1,549.83
12/15/2025	29,778.27	0.906061196	26,980.93
06/15/2026	1,282.45	0.893220045	1,145.51
12/15/2026	30,181.45	0.880560884	26,576.60
06/15/2027	867.03	0.868081135	752.65
12/15/2027	30,597.03	0.855778256	26,184.27
06/15/2028	439.66	0.843649739	370.92
12/15/2028	31,024.66	0.831693113	25,803.00
	220,248.56		200,000.00

Proceeds Summary

Delivery date	07/01/2022
Par Value	200,000.00
Target for yield calculation	200,000.00

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FORM 8038 STATISTICS

Hall County School District 0002 in the State of Nebraska (Grand Island Public Schools)
Lease Purchase Agreement Series 2022

Dated Date	07/01/2022
Delivery Date	07/01/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
2028 Term Lease:						
	12/15/2022	28,845.00	2.875%	100.000	28,845.00	28,845.00
	12/15/2023	26,543.00	2.875%	100.000	26,543.00	26,543.00
	12/15/2024	27,306.00	2.875%	100.000	27,306.00	27,306.00
	12/15/2025	28,092.00	2.875%	100.000	28,092.00	28,092.00
	12/15/2026	28,899.00	2.875%	100.000	28,899.00	28,899.00
	12/15/2027	29,730.00	2.875%	100.000	29,730.00	29,730.00
	12/15/2028	30,585.00	2.875%	100.000	30,585.00	30,585.00
		200,000.00			200,000.00	200,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/15/2028	2.875%	30,585.00	30,585.00		
Entire Issue			200,000.00	200,000.00	3.5215	2.8752%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	5,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

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EXHIBIT B

IRS FORM 8038-G

DocuSign Envelope ID: 05F2808A-D33B-4AF1-8012-DBBB345198B1

Form **8038-G**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► **Under Internal Revenue Code section 149(e)**
► **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
► **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ► ☐

1 Issuer's name: Hall County School District 0002 (Grand Island Public Schools)	**2** Issuer's employer identification number (EIN): 47-6003169
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions): Michael G. Rogers, Gilmore & Bell, P.C., Bond Counsel	**3b** Telephone number of other person shown on 3a: 402-991-9450
4 Number and street (or P.O. box if mail is not delivered to street address): 2120 S. 72nd Street; Room/suite: 1000	**5** Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: Omaha, NE 68124	**7** Date of issue: 07/01/2022
8 Name of issue: Lease-Purchase Agreement, Series 2022	**9** CUSIP number: None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information: Dr. Ken Schroeder, Chief Financial Officer	**10b** Telephone number of officer or other employee shown on 10a: 308-385-5900

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	200,000
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ►	**18**	
19a	If bonds are TANs or RANs, check only box 19a ► ☐		
b	If bonds are BANs, check only box 19b ► ☐		
20	If bonds are in the form of a lease or installment sale, check box ► ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/15/2028	$ 200,000	$ 200,000	3.521 years	2.875249 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	0
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	200,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**	5,000		
25	Proceeds used for credit enhancement	**25**	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**	0		
29	Total (add lines 24 through 28)			**29**	5,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	195,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☑

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☑

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative Date

Dr. Ken Schroeder, Chief Financial Officer
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Michael G. Rogers				P01062688

Firm's name ▶ Gilmore & Bell, P.C. Firm's EIN ▶ 43-1611738

Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108 Phone no. 816-221-1000

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EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

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*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1080317

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, June 09, 2022 at 5:40 P.M., immediately following the public hearing, 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
1 ZNEZ

Ken Sweet, 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: 06/01/2022

TOTAL AD COST: 17.71
FILED ON: 6/1/2022

Subscribed in my presence and sworn to before me this 2 day of ~~December 18~~ June xc 22 zc, 20~~23~~

My commission expires ~~December 18~~, 20~~23~~

Lyndsay Condy
Notary Public

GENERAL NOTARY-State of Nebraska
LYNDSAY CONDY
My Comm. Expires Dec. 18, 2023

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Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Thursday, June 9, 2022 at 5:35PM 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 5:36 PM.

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

Joshua Hawley and Dave Hulinsky were absent and gave prior notice. Absences were excused by the board of education.

AGENDA

1. CALL TO ORDER

The meeting was called to order at 5:35 pm

2. ROLL CALL

Mrs. Simmons called the roll at 5:36 pm.

3. MISSION STATEMENT

The Mission Statement was read by Mr. Brown.

4. CONSENT AGENDA

4.1. Minutes from the previous month's meeting

4.2. Acceptance of Agendas From Standing Committees

Finance and Facilities Committee

Next Meeting Date: July 5, 2022 at 7:30 am

Leading for Learning Committee

Next Meeting Date: July 12, 2022 at 4:15 pm

Personnel Committee

Next Meeting Date: July 7, 2022 at 7:30 am

Policy Committee

Next Meeting Date: July 11, 2022 at 4:30 pm

Public Relations and Partnership Development Committee

Next Meeting Date: July 8, 2022 at 8:00 am

Governance Committee

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Next Meeting Date: July 6, 2022 at 7:30 am
GNSA/Legislative Committee
Next Meeting Date: not scheduled

4.3. Claims as submitted
Abstain from voting on check numbers but approved all other items submitted on the consent agenda as follows; Erika Wolfe Check Number 83001, Carlos Barcenas Check Number 82963. Lisa Albers Check Number 83065, and Terry Brown Check Number 83154.

4.4. Bid Proposals as submitted

4.5. Staff Adjustments as submitted

4.6. Treasurer's Report as submitted

4.7. Contracts

4.8. Policy

4.8.1. 4640 INFORMATION TECHNOLOGY MANAGEMENT on Final Read

4.8.2. 8415 MEDICATIONS IN SCHOOL on Final Read

4.8.3. 8741 EARLY GRADUATION on Final Read

4.9. Approval of Agenda as submitted
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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

5. SPECIAL RECOGNITION

5.1. PathBack Program Recognition
Recognition of Michelle Garcia Barillas and MacKenzie Zapata, selected as the PathBack Program recipients.

6. CAMPUS HIGHLIGHTS

6.1. Full service Community Schools
Amy Richards, Principal O'Connor Learning Center, Samantha Ellicot, Parent shared the impact of the implementation of Full Service Community Schools at the O'Connor Learning Center.

7. REQUESTS TO ADDRESS THE BOARD

8. EXECUTIVE SESSION FOR THE PURPOSE OF LEGAL COUNSEL CONSULTATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION
The Board convened to Executive Session at 6:14 p.m.
The recommendation for the Board to convene to executive session for the purpose of discussing legal updates from counsel. Passed with a motion by Carlos Barcenas and a second by Dan Brosz. Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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9. RECONVENE FROM EXECUTIVE SESSION
The Board reconvened from Executive Session at 6:54 p.m.
The recommendation that the Board reconvene from executive session 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea
10. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION none

11. INFORMATION ITEMS

11.1. Panorama
Panorama surveys are used to monitor district-wide parent, staff, and student school climate and SEL needs and concerns, so school leaders can improve support in targeted areas.
Panorama surveys are used to monitor district-wide parent, staff, and student school climate and SEL needs and concerns, so school leaders can improve support in targeted areas.

11.2. Revisions to the 2022-2023 Calendar
Presentation of proposed revisions to the 2022-2023 School Calendar.

11.3. Hello Hero SPED Contracted Service Agreement
Approve an initial one-year contract with HelloHero to provide 2.0 FTE of virtual special education case management services and 2.0 FTE virtual school psychologists.

11.4. Additions to Extra Standard Schedule for 2022-2023
The Extra Standard Salary Schedule is established annually by the Board of Education.

11.5. Policy 8720 Grading and Reporting Updates
Presented updates to Policy 8720 Grading and Reporting to align with current practice.

11.6. 2022-23 School Year Student Transportation Services
Holiday Express is the student transportation contracted provider for Grand Island Public Schools. A 5-year contract for services was entered between Grand Island Public Schools and Holiday Express on June 10, 2021. A copy of that service contract is attached for review by the board.
The proposed transportation routes for the 2022-23 school year and the corresponding fees for providing those routes are attached to this agenda item for review and consideration by the board of education.
The final draft of this proposed transportation route schedule and corresponding fees will be presented to the Grand Island Board of Education for final review and approval at its regularly scheduled July 14th Board Meeting.
Please note: The current schedule provides for 171 days of student transport. Should the number of days transportation service are provided to Grand Island Public Schools students be adjusted upward or downward from 171 days, the service agreement payment will be adjusted accordingly, based on the daily rate for each route.
So, if the school calendar days that require student transport was reduced to 164, the total cost of the contract will be $1,708,141.92, or a reduction of $73,297.

11.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine
The school district's central kitchen is in need of replacement. The board is being asked to

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approve a resolution to enter into a lease purchase agreement in an amount not to exceed $200,000 for the purchase and installation of a new dish machine. The lease purchase resolution, the lease purchase agreement, and the debt schedule for the loan have been reviewed by the Finance & Facilities Committee at their May 31st Meeting. The resolution authorizing the financing of the purchase and installation of the new dish machine and the lease purchase agreement are attached to this agenda item for review and consideration of the board.

11.8. iPads/Apple TVs
iPads and Apple TVs will support teacher verification of student learning, the sharing of student work, increased engagement, improved lesson pacing, and ease of administering the DIBELS assessment.

11.9. FEV Tutor
The purchase of hours from FEV Tutor will provide students in Title I buildings with access to academic support 24/7 in a safe environment that uses GIPS data to drive their personalized plans.

11.10. Staffing Update Presentation
Staffing update for vacancies, positions filled, recruitment and retention efforts.

11.11. Final Contract for GIEA 2022-2023
Presenting to the Grand Island Public Schools Board of Education for final review of the negotiated agreement for the 2022 through 2023 school year.

11.12. Knickrehm Contract
Knickrehm contract between Grand Island Public Schools and Mid Plains Construction for the Knickrehm Elementary HVAC renovations using ESSER III funding.

11.13. Grand Island Senior High Contract
Grand Island Senior High contract between Grand Island Public Schools and Perry Reid Construction for the additions and renovations of Grand Island Senior High School. The work includes the additions and renovations of the existing High School consisting of the expanded cafeteria and band room space and renovations of the existing main entries for Grand Island Senior High using ESSER III funding.

11.14. Construction Update
Mr. Petsch presented the construction update.

11.15. Superintendent Report
Dr. Grover presented the superintendent report.

12. ACTION ITEMS

12.1. GIPS Emergency Operation Plan
Motion to approve GIPS Emergency Operation Plan as presented. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.2. 2022-2023 Parent/Student Handbook
Motion to approve the 2022-2023 Parent Student Handbook as presented Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.

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

12.3. Approve proposed changes to Policy 8820 STUDENT FEES

Motion to approve Policy 8820 STUDENT FEES as presented Passed with a motion by Carlos Barcenas and a second by Lindsey Jurgens.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.4. Approve proposed changes to Policy 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES

Motion to approve 9110 PARENTAL ACCESS TO EDUCATIONAL PRACTICES as presented in Public Hearing 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.5. Hello Hero SPED Contracted Service Agreement

Motion to approve SPED Case Management Contract with Hello Hero as presented Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.6. Revisions to the 2022-2023 Calendar

Motion to approve revisions to the 2022-2023 School Calendar as presented Passed with a motion by Carlos Barcenas and a second by Bonnie Hinkle.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.7. Board Resolution Authorizing the District to Enter Into a Lease Purchase Agreement for a Dish Machine

Motion to authorize the district to enter into a lease purchase agreement with a bank, in the principal amount to not exceed $200,000, for the purchase and installation of a dish machine 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.8. iPads/Apple TVs

Motion to approve the purchase of iPads, Apple TVs, and projectors for Title I buildings to support verification of student learning. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.9. FEV Tutor

Motion to approve the use of funds to purchase a bank of hours to provide Title I elementary students with FEV tutoring supports. Passed with a motion by Carlos Barcenas and a second by Dan Brosz.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

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12.10. Final Contract for GIEA 2022-2023
Motion to adopt the 2022-2023 negotiated agreement. Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.11. Knickrehm Contract
Motion to approve the Knickrehm contract between Grand Island Public Schools and Mid Plains Construction for the Knickrehm Elementary HVAC system as presented. 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, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12.12. Grand Island Senior High Contract
Motion to approve the Grand Island Senior High additions and renovations contract between Grand Island Public Schools and Perry Reid Construction as presented. Passed with a motion by Carlos Barcenas and a second by Erika Wolfe.
Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Bonnie Hinkle: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

13. REPORTS

13.1. Grand Island Public Schools Foundation Report
Mrs. Jurgens reported for the GIPS Foundation.

13.2. NASB Monthly Update
Mrs. Albers gave the Nebraska Association of School Boards update.

14. NOTIFICATION OF UPCOMING BOARD MEETINGS
Board of Education Regular Meeting - Thursday, July 14, 2022 at 5:30 P.M.

15. ADJOURNMENT
All business having been completed, the meeting was adjourned at 9:12 p.m.

_____
Michelle L Simmons, Recording Secretary

_____
Robin R. Dexter, Secretary to the Board

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

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH A BANK, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $200,000 TO PROVIDE FINANCING FOR A PORTION OF THE COSTS OF CERTAIN IMPROVEMENTS AND EQUIPMENT IN AND FOR THE DISTRICT; PROVIDING FOR THE PLEDGE AND LEVY OF CERTAIN FUNDS FOR THE PAYMENT OF SUCH LEASE-PURCHASE AGREEMENT; APPROVING CERTAIN TERMS OF SUCH LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; DELEGATING AUTHORITY TO CERTAIN OFFICERS OF THE DISTRICT TO APPROVE FINAL TERMS RELATED TO THE LEASE-PURCHSE AGREEMENT AND ALL NECESSSARY DOCUMENTATION; AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 0002, IN THE STATE OF NEBRASKA:

Section 1. The Board of Education (the **"Board"**) of Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"District"**) does hereby find and determine as follows:

(a) It is necessary for the District to acquire and install certain kitchen equipment for the District (the **"Equipment"**);

(b) The District has proposed to enter into a Lease-Purchase Agreement with a bank (the **"Bank"**) to be determined by an Authorized Officer (defined herein) in substantially the form presented with this resolution (the **"Lease Agreement"**) among the District as Lessee, and the Bank as Lessor to finance the acquisition of the Equipment by the District.

Section 2. The Board hereby finds and determines that the District shall enter into the Lease Agreement for the purpose of acquiring and installing certain Equipment for use by the District pursuant to Section 79-10,105, R.R.S. Neb., as amended, and thereby provide for the acquisition and installation of the Equipment and financing of the Equipment and that the documents for such financing should be approved and their execution authorized.

Section 3. The District shall enter into the Lease Agreement, whereby the District will lease and acquire the Equipment from the Bank. The Lease Agreement in a form approved by an Authorized Officer (as defined below) is hereby approved, together with such changes and modifications as the Authorized Officer executing the same deems necessary, desirable or appropriate. The District hereby pledges amounts in its current building fund for any rental payments due under the Lease Agreement, pursuant to the provisions of Section 79-10,105, R.R.S. Neb., as amended, and covenants and warrants that it shall levy such amount as may be necessary in each year, subject to the limitations set forth in Section 79-10,120, R.R.S. Neb., as amended, to make such rental payments when the same become due. The principal amount financed under the Lease Agreement shall not exceed $200,000 and the term of the Lease Agreement shall not exceed seven years.

Section 4. The Board President, Vice-President and Secretary of the Board, and the Superintendent and Chief Financial Officer of the District, and any other officer of the District (each, an **"Authorized Officer"**) are each hereby authorized and directed to execute and deliver on behalf of the

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District the Lease Agreement, including necessary counterparts and other related documentation in substantially the form and content as presented herewith, or with such changes and modifications therein as to them seem necessary, desirable or appropriate for and on behalf of the District, and each Authorized Officer is further authorized and directed to execute and deliver all such documents or certificates and do all other things, necessary or appropriate to carry out said Lease Agreement.

Section 5. The Board further states that it is the intention of the District that interest component of the rental payments payable under the Lease Agreement shall be excludable from gross income under the federal income tax by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended, and any Authorized Officer is hereby authorized to take all actions necessary and appropriate to carry out said intention and for obtaining such interest exclusion. The Lease Agreement is hereby authorized to be designated by any Authorized Officer as the District's "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code, and such officers are hereby authorized to make any representations and warranties in connection therewith. The District hereby covenants, as and to the fullest extent that it may lawfully do so, to take all actions necessary to preserve the tax-exempt status of the interest payable with respect to the Lease Agreement.

Section 6. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the District hereby (1) authorizes and directs all of the officers, employees, and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this resolution, and the issuance, sale, and delivery of the Lease Agreement including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications, and opinions; and (2) delegates, authorizes, and directs each Authorized Officer the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form, and contents of each of the documents related to the Lease Agreement and other documents described above. The execution and delivery by any Authorized Officer shall indicate their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 7. The transactions described herein may be conducted and this resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. If any one or more of the provisions of this resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this resolution or of the Lease Agreement and the Bank shall retain all the rights and benefits accorded to them under this resolution and under any applicable provisions of law. If any provisions of this resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

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Section 9. This resolution shall take effect as provided by law.

APPROVED BY THE BOARD OF EDUCATION OF THE DISTRICT this 9 day of June, 2022.

Lisa M McAlbers
Board President

ATTEST:

Robin R. Depster
Board Secretary

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EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE PROJECT

The "Project" consists of the acquisition and installation of certain kitchen equipment, and shall include necessary site work, modification of the existing building to accommodate such equipment, and all necessary costs and expenses for such equipment.

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EXHIBIT E

SAMPLE
ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds ("Lease") financing Financed Asset:	**HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS) LEASE-PURCHASE AGREEMENT, SERIES 2022**
Issue Date of Lease:	**July 1, 2022**
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the District during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was advice of Independent Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Independent Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Independent Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Independent Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

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Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Independent Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Independent Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Independent Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Independent Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Yield Restriction	Has the District set aside money in any fund or account in excess of an amount needed to pay rental payments on the Lease within the next 12 months (i.e. is more than one year of rental payments pre-funded)?	☐ Yes ☐ No
	Were any Lease proceeds on deposit in the Project Fund more than three years after the Issue Date?	☐ Yes ☐ No ☐ N/A
	If Yes to either, contact Rebate Analyst or Independent Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

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EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
LEASE-PURCHASE AGREEMENT
SERIES 2022

Final Written Allocation

The undersigned is the Bond Compliance Officer of the Hall County School District 0002 (Grand Island Public Schools) (the "District") and in that capacity is authorized to execute federal income tax returns required to be filed by the District and to make appropriate elections and designations regarding federal income tax matters on behalf of the District. This allocation of the proceeds of the bond issue referenced above (the "Lease") is necessary for the District to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the District or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was issued on July 1, 2022 (the "Issue Date"), by the Hall County School District 0002 (Grand Island Public Schools) (the "District"). The Lease was issued in order to provide funds needed to construct, equip and furnish facilities of the District (the "Project"). The Lease was issued pursuant to a Resolution of the District.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Lease and the remaining portion of the costs of the Project was paid from earnings from the investment of sale proceeds and from other money of the District as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Lease proceeds (i.e., the "Financed Facility" referenced in the Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the District allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the District for an amount it had previously paid or incurred. Amounts received from the sale of the Lease and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

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Placed In Service. The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The District reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

HALL COUNTY SCHOOL DISTRICT 0002 (GRAND ISLAND PUBLIC SCHOOLS)

_____

By: _____

Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

_____

Date of Review: _____

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SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

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SCHEDULE 2
TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF PROJECT ASSETS
&
DETAILED LISTING OF EXPENDITURES

[Insert Spreadsheet]

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CLOSING CERTIFICATE
FIVE POINTS BANK
as Lessor

$200,000
Hall County School District 0002 (Grand Island Public Schools)
Lease-Purchase Agreement, Series 2022

Dated as of July 1, 2022

The undersigned hereby certifies, represents, and warrants for and on behalf of **FIVE POINTS BANK**, Grand Island, Nebraska, a state-chartered bank (the **"Lessor"**), as lessor under the Lease-Purchase Agreement, Series 2022, (the **"Lease"**) as of July 1, 2022, as follows:

1. Authority. I am a duly authorized officer of the Lessor with full authority to execute this Closing Certificate for and on behalf of the Lessor and to bind the Lessor with respect to each certification, representation and warranty contained herein.

2. Receipt for Lease. I hereby acknowledge receipt of the Lease from the Hall County School District 0002 (Grand Island Public Schools), in the State of Nebraska (the **"Lessee"**) on the date hereof, executed and delivered in electronic form, as authorized by a resolution passed by the governing body of the Lessee on June 9, 2022 (the **"Resolution"**). On the date of this Certificate, the Lessor is delivering $200,000 to the Lessee as consideration for entering into the Lease.

3. Receipt of Documents. I hereby acknowledge timely receipt in satisfactory form and manner of all proceedings, certificates, opinions, letters and other documents required to be submitted to the Lessor prior to or on the date of this certificate in connection with the Lease, and hereby certify that the Lessee all of its obligations to the Lessor that are required to be complied with and satisfied on or before the date of this Certificate.

4. Execution of Lease. I have duly executed the Lease as a duly authorized officer of the Lessor authorized to perform the acts described therein. The Lease constitutes a valid and binding obligation of the Lessor, enforceable in accordance with its terms.

5. Compliance with Lease. The Lessor has performed and complied with all of the agreements and satisfied all of the conditions of the Lease that are required to be performed, complied with and satisfied by the Lessor prior to or concurrently with the delivery of the Lease on the date hereof.

6. No Default. No event of default under the Lease has occurred and is continuing and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Lease.

7. Direct Lease-Purchase Transaction. Capitalized terms used in this section and not otherwise defined are used with the meanings given such terms in the Lease.

a. The Lessor has duly authorized, by all necessary action, the entry into the Lease and the right to receive the rental payments under the Lease pursuant to the terms and provisions of the Lease and the Resolution (the **"Payments"**).

b. The Lessor is a banking institution and has sufficient knowledge and experience in financial and business matters, including involvement in municipal and other tax-exempt

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obligations, to be able to evaluate the risks and merits of the Lease, the Payments, and the Resolution. The Lessor is able to bear the economic risks involved in the transaction as Lessor under the Lease.

c. The Lessor understands that the obligations of the Lessee to make the Payments under the Lease are payable from the sources described in the Resolution and the Lease.

d. The Lessor acknowledges that it has either been supplied with or has been given access to information, including financial statements and other financial information, which it has asked for and the Lessor has had the opportunity to ask questions and receive answers from appropriate officers of the Lessee concerning the Lessee, the Lease, the Payments, the Resolution and the security therefor, so that the Lessor has been able to evaluate the risks and merits of acquiring the Lease and make its decision to enter into the Lease on the terms set forth in the Lease and the Resolution.

e. The Lessor made its own inquiry and analysis with respect to the Resolution, the Lease, the Payments, and the security therefor, and other factors affecting the security and payment of such Payments set forth in the Resolution. The Lessor is aware that the business of the Lessee involves certain economic variables and risks that could adversely affect the security for the payments to be made by the Lessee to the Lessor under the terms of the Resolution and the Lease. The Lessor has examined the legal documents relating to the Lease and the Resolution, including the proposed legal opinion to be delivered by Gilmore & Bell, P.C. as to the validity of and tax status of interest component of payments to be made by the Lessee under the Lease.

f. The Lessor understands that the Lease (including the right to receive the Payments under the terms of the Resolution and the Lease) (a) is not being registered or otherwise qualified for sale under the securities laws and regulations of any state, (b) will not be listed on any securities exchange, (c) do not and will not carry a credit rating from any credit rating service and (d) will be delivered in a form which may not be readily marketable or transferrable.

g. The Lessor has no present intent to sell, transfer or otherwise dispose of Lessor's interest in the Lease. The Lessor agrees not to sell, transfer or otherwise dispose of Lessor's interest in the Lease in full unless the transferee executes a letter of representation in substantially the form of this letter and such sale, transfer or other disposition is in compliance with applicable laws and the provisions of the Resolution and the Lease. Any participation of the Lease by the Lessor will be conducted by the Lessor in accordance with the rules governing participation of loans by the Lessor.

h. The Lessor agrees to indemnify and hold harmless the Lessee with respect to any claim asserted against the Lessee that is based upon the Lessor's sale, transfer or other disposition of Lessor's interest in the Lease violation of the provisions hereof or of the Resolution, other than any claim that is based upon the gross negligence or willful misconduct of the Lessee.

i. The Lessor has executed and delivered this certificate as an inducement to the Lessee to enter into the Lease with Lessor.

8. Representations and Warranties. Each of the representations and warranties of the Lessor contained or referred to in the Lease is true and correct in all material respects as of the date hereof.

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9. Reliance. This Closing Certificate may be relied upon by the Lessee in entering into the transactions contemplated by the Lease and executing and delivering the Lease and other related documents and certificates, and by the law firm of Gilmore & Bell, P.C., Omaha, Nebraska, as bond counsel, in rendering its opinion relating to the validity of the Lease and the exclusion from federal gross income of the interest on the Lease.

Dated as of the Date of Delivery written above.

FIVE POINTS BANK, Grand Island, Nebraska

DocuSigned by:

By: _____
CBC352FB7CDC474...

Authorized Officer

DocuSign Envelope ID: 05F2808A-D33B-4AF1-8012-DBBB345198B1

Form **8038-G**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► **Under Internal Revenue Code section 149(e)**
► **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
► **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ► ☐

1 Issuer's name: Hall County School District 0002 (Grand Island Public Schools)	**2** Issuer's employer identification number (EIN): 47-6003169
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions): Michael G. Rogers, Gilmore & Bell, P.C., Bond Counsel	**3b** Telephone number of other person shown on 3a: 402-991-9450
4 Number and street (or P.O. box if mail is not delivered to street address): 2120 S. 72nd Street; Room/suite: 1000	**5** Report number *(For IRS Use Only)*: 3
6 City, town, or post office, state, and ZIP code: Omaha, NE 68124	**7** Date of issue: 07/01/2022
8 Name of issue: Lease-Purchase Agreement, Series 2022	**9** CUSIP number: None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information: Dr. Ken Schroeder, Chief Financial Officer	**10b** Telephone number of officer or other employee shown on 10a: 308-385-5900

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	200,000
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ►	**18**	
19a	If bonds are TANs or RANs, check only box 19a ► ☐		
b	If bonds are BANs, check only box 19b ► ☐		
20	If bonds are in the form of a lease or installment sale, check box ► ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/15/2028	$ 200,000	$ 200,000	3.521 years	2.875249 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	0
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	200,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**	5,000		
25	Proceeds used for credit enhancement	**25**	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**	0		
29	Total (add lines 24 through 28)			**29**	5,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	195,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond ▶		
d	Enter the name of the issuer of the master pool bond ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☑
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☑
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☑
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

DocuSigned by: Dr. ken Schroeder — 6/29/2022
Signature of issuer's authorized representative — Date

Dr. Ken Schroeder, Chief Financial Officer
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Michael G. Rogers		06/29/2022		P01062688

Firm's name ▶ Gilmore & Bell, P.C.	Firm's EIN ▶ 43-1611738
Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108	Phone no. 816-221-1000

GIPS NEEDS ANALYSIS

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

Proposal: Verification Made Easy

Submitted By: Kate Crowe/Title I Principals

Date: 5/26/20222

1. What is the identified need?

- Empower teachers by providing them with the tools they need to ensure student success
- Increase student engagement and lively pace of lessons
- Easy tool to verify learning while teachers move the room
- Easy tool for sharing student work with class
- Technology that is supported by Dibels

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

• Implementation of Professional Learning Communities that focus on improving student results and disrupting educational disparities

• Intentional professional learning aligned to Tier Iacross high-quality rigorous instruction, resources and programming, and teacher content knowledge aligned to standards

3. Proposed Action

Purchase iPads, Apple TVs, and projectors for Title I buildings to support verification of student learning

4. Data/Research Assessed

Teacher verification of student progress toward lis a component of tier 1 instruction, and is an area identified as a priority on the GIPS Tier I Trend Walk tool.

A system is used to collect verification data during a grade-level, standards-aligned task. (Verifying for Learning)

5. Stakeholder Group(s) Involved

L4L, Title I Principals, Title I Academic Coaches, Title I Teachers, Title I Students

6. Summary

This proposal is for the purchase of iPads, AppleTVs, and projectors for Title I buildings in order to increase student learning by verification toward lesson learning targets and success criteria.

7. Fiscal Impact

Amount:	$173,360.10
Source:	Title I
Details:	

8. Person(s) Responsible for Implementation

Kate Crowe/Daniel Jaimes/Title I Principals

9. Implementation Plan

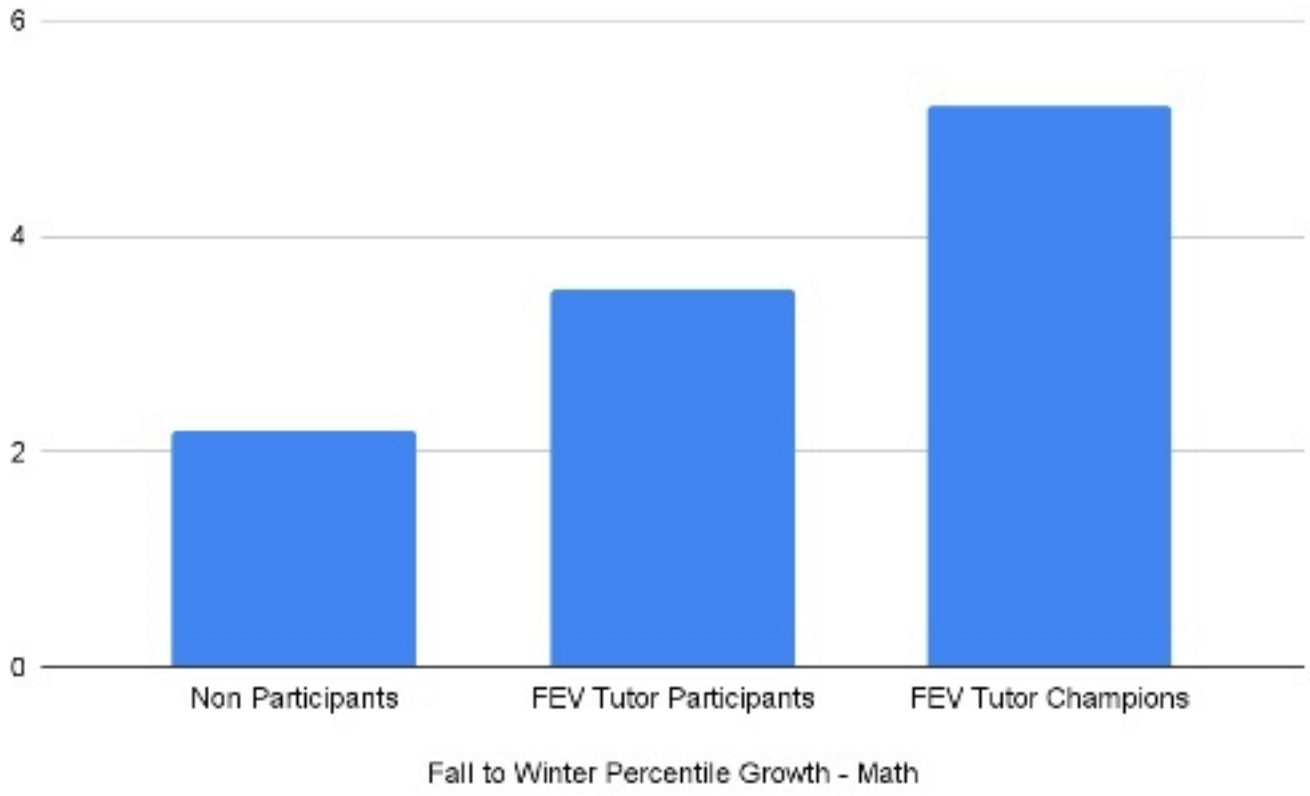
Monitor/ Evaluate

Actions:	Plan with Daniel Jaimes on how to monitor implementation and effectiveness
Timeline:	

Board Report/Follow-Up

Actions:	Report from schools on how use of equipment enhances learning
Timeline:	**___ 1 month ___ 3 months X 6 months ___annually ___ N/A**

Fall-Winter Benchmark Growth (Math)



fev tutor

Grand Island PUBLIC SCHOOLS™

GIPS NEEDS ANALYSIS

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

Proposal:	Approve funds to Partner with FEV Tutor to improve academic growth
Submitted By:	Kate Crowe
Date:	6/1/22 (originally 6/22/21)

1. What is the identified need?

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

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

1.2 Every student has access to learning models that meet their unique needs

3. Proposed Action

Approve use of funds to purchase a bank of hours to provide Title I elementary students with FEV tutoring supports.

4. Data/Research Assessed

- FEV Tutor is a Level 2 ESSA Evidence-Based Intervention
- A 7 year longitudinal study found that students who were more than two years below grade level in math who participated in FEV Tutor programs demonstrated an average of 7.10 RIT points (1.75 points higher than national norms) and 8.82 RIT points in reading. The study found a significant impact on fall to spring growth scores for reading in students who participated in 21-30 hours of tutoring between MAP Growth assessments.
- The recommended tutoring time is 20-25 hours 2x a week
- Although we are targeting intervention, tutoring can be an option for all students if hours are available

5. Stakeholder Group(s) Involved

L4L team, Title I principals, students, families

6. Summary

The purchase of hours from FEV Tutor will provide students in Title I buildings with access to academic support 24/7 in a safe environment that uses GIPS data to drive their personalized plans. L4L will

provide guidance on the implementation and encourage this to occur during intervention, WIN, before or after school with an adult monitor. FEV Tutoring offers additional family outreach and wrap-around support in multi-languages to encourage and support attendance and engagement.

FEV tutoring has shown positive impact on students who participated regularly in the program, with almost 6 percentile gains on their fall to winter MAP assessment, as opposed to 2 for students who did not participate in the program. Some buildings, such as Dodge Elementary, showed even more growth. Due to this impact,

7. Fiscal Impact

Amount:	$270,000 - $378,000
Source:	Title I
Details:	Depends on funds left in the Title I budget

8. Person(s) Responsible for Implementation

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

9. Implementation Plan

▲ Monitor/ Evaluate

Actions:	- Meet with FEV tutor to develop plans for data analysis, marketing, targeting students, and platform use - Train staff as appropriate - Communicate opportunity with families - Implement - Monitor via MAP data analysis
Timeline:	2022-23 school year

▲ Follow-Up

F/U with: **___ Cabinet** **___ Board** **__X_ Board Committee: _____**

Actions:

Timeline: **___ 1 month** **___ 3 months** **__X_ 6 months** **___annually** **___ N/A**

MASTER AGREEMENT

Between

Hall County School District 2

Also Known As

Grand Island Public Schools

Board of Education

And

The Grand Island Education Association

Contract Year

2022–2023

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The Grand Island Education Association, hereinafter referred to as the "GIEA" and the Board of Education of the Grand Island Public Schools, hereinafter referred to as the "District" hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Faculty Member**: Certified staff and registered nurses who are employed by the District on a regularly scheduled basis and who either provide instruction or instructional support services, or nursing services. The term Faculty Member shall not include administrative employees, supervisory employees, substitute teachers, or members of the District's classified staff.

1.2 **Grand Island Education Association or GIEA**: The unincorporated association, which has been recognized as the exclusive bargaining agent for the 2022–2023 contract year for the bargaining unit composed of the Faculty Members defined in paragraph 1.1.

1.3 **Board or District**: The employer, who is the Board of Education for Hall County School District 2, a/k/a Grand Island Public Schools.

1.4 **Holiday(s)/Vacation Day(s)**: Day(s) scheduled on the official District calendar that do not require students and staff to report to school (not including compensatory days, reference Article V, Leaves).

1.5 **Compensatory Day(s)/Time**: Day(s)/Time scheduled for faculty members to be absent from school to compensate the Faculty Member for evening time spent for parent/teacher conferences. These day(s)/time(s) are to be scheduled on the master school district calendar(s) prepared by the Superintendent of Schools, or a designee.

1.6 **Employed:** "Employed" or "employment" is the status of being a certificated employee under contract and having performed services and compensation for such services.

ARTICLE II
GRIEVANCES

2.1 **Purpose**: The purpose of this grievance procedure is to provide an opportunity for Faculty Members and the GIEA to address questions regarding the interpretation and application of the express terms of the collective bargaining agreement during the term of the contract and to encourage resolution of such matters at the lowest possible level.

2.2 **Definitions**:
Grievance shall mean a claim by one or more faculty members relating to the interpretation or application of the express terms of this agreement. Any grievance shall specify the express provision of the agreement, which is claimed to have been violated and set forth in detail the specifics of such alleged violation.

Grievant(s) shall mean the GIEA or one or more Faculty Members who are members of the bargaining unit represented by the GIEA and who initiate a grievance under this procedure. A Faculty Member can belong, but need not necessarily belong to the GIEA and, at that Faculty Member's choice, be represented or not represented by GIEA.

Communications shall mean all communications concerning the grievance, after the grievance is formally submitted, shall be in writing and shall be considered confidential in nature.

Day(s) shall mean calendar days except weekends and holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.

2.3 General Conditions:

A. Should a Faculty Member have a claim based upon an event or condition, which affects the Faculty Member's welfare or morale, the Faculty Member may utilize the informal step and step one only. If the alleged grievance is not satisfactorily resolved the Faculty Member shall have the right to use normal administrative channels to solve the problem. The grievant may have a representative of the GIEA present at any level of the grievance procedure.

B. Decisions referred at level II, steps one, two, and three, shall be in writing and shall be transmitted promptly to all parties in interest and to the chairperson of the GIEA's professional rights and responsibility committee.

C. If the written grievance is not filed within thirty (30) calendar days after the Faculty Member knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.

D. Time Limits: Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limit set forth herein shall be reduced to the extent possible so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

E. A grievance may be withdrawn at any level without prejudice or record.

F. No reprisals of any kind shall be taken by the Board, or by any member of the administration, or by the association or its individual members, against any party in interest, any GIEA's professional rights and responsibility committee representative, or any other participant in the grievance procedure by reason of such participation.

G. The processing of all grievance documents, communications, and records shall be filed separately from the personnel files of the participants.

H. Forms for filing and processing grievances and other necessary documents shall be made available through the GIEA's building representatives, the superintendent's office, and the school office.

I. In order to prevent the filing of multiple grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of Faculty Members, it shall be processed as a single grievance. Any group grievance shall set forth the names of the individual grievant(s) or the group, and the title and specific assignments of the people covered by the group grievance. A designated GIEA representative shall sign group grievances.

2.4 <u>Procedures</u>:

A. Level I: (Informal)

1. If a Faculty Member feels that a grievance is present, the matter should first be discussed within thirty (30) days of the occurrence with the department chairperson, principal, or supervisor who has direct responsibility. The administrator or supervisor must give his/her answer orally within five (5) days of such meeting.

2. The grievant may have the assistance of a local professional rights and responsibility representative in efforts to resolve the problem informally.

B. Level II (Formal)

1. Step One

a. If a grievant is not satisfied with the disposition of the problem, or if no decision has been submitted after five (5) days through the informal procedure, a formal grievance may be submitted in writing, to the principal or responsible administrator with a copy retained for the personal use of the grievant.

b. The principal or other responsible administrator shall, within three (3) days, submit a decision in writing to the grievant(s). A copy of the grievance shall be furnished to the superintendent and to the professional rights and responsibility representative if that representative was a party to the grievance.

2. Step Two

a. If the grievant is not satisfied with the disposition of the grievance at step one, or if no written decision has been submitted within three (3) days after the presentation of the grievance, the written grievance may be filed with the superintendent within three (3) days after the decision at step one, or six (6) days after the grievance was presented, whichever is sooner.

b. The superintendent shall act for the administration at step two of the grievance procedure. Within ten (10) days after the receipt of the written appeal for the hearing with the superintendent, the superintendent shall meet with the grievant and representatives of the professional rights and responsibility committee for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the superintendent

and made available to the parties involved upon written request. The superintendent, within five (5) days of the hearing, shall submit a decision, in writing to the grievant, with a copy to the GIEA professional rights and responsibility chairperson.

3. Step Three

a. If the grievant is not satisfied with the disposition of the grievance at step two or if no decision has been submitted within five (5) days after the grievant has first met with the superintendent, the grievance may be filed with the Board.

b. Within twenty-five (25) days after receiving the written appeal, the Board, or a committee there from, shall meet with the grievant for a hearing for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the Board and made available to the parties involved upon written request. The decision of the Board shall be rendered in writing within five (5) days of the hearing.

4. Step Four

a. If the grievant is not satisfied with the disposition of the grievance at step three, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of its intent to submit the grievance to the courts.

ARTICLE III
SALARY COMPENSATION

3.1 <u>Schedule</u>:

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.

B. Step 1 of the entire salary schedule will be closed for placement. All staff hired with either 0 or 1 year of experience beginning with the 2014-2015 Contract Year, will be placed on Step 2 of the appropriate column (based upon degree and education).

3.2 <u>Schedule Movement</u>:

A. Faculty Members can neither advance horizontally more than one salary column nor vertically more than one step in one fiscal year. A Faculty Member who changes degree level can move to that degree level.

B. The Board reserves the right to retain any Faculty Member at the current placement on the salary schedule. The reasons for such retention will be in written form and made a part of the teacher's personnel file. Any Faculty Member placed on performance probation shall be afforded procedural due process.

C. The Board reserves the right to advance any Faculty Member on the tenure portion of the salary schedule.

3.3 Compensation:

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").

2. Flat Base Salary/Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit - Full Time Faculty Members Employed Prior to the 2008-2009 School Year (Available for Employees with a full-time-equivalency (FTE) of 1.0 or more only) (the "Flat Base"): Faculty Members employed prior to the 2008-2009 school year were provided the following one-time irrevocable election whether to continue to receive the "Flat Base Salary" provided to all Faculty Members prior to the 2008-2009 school and contract year, or receive the "Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit" described herein at paragraph 3.3.B. effective beginning with the 2008-2009 contract year in an effort by the School District and GIEA to increase participation in the School District's group health insurance plan to eventually eliminate premium surcharges assessed by the group health and dental insurance carrier and paid by Faculty Members, to-wit:

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.

b. Election of Health and Dental Insurance Fringe Stipend/Health Reimbursement Account: Faculty members employed prior to the 2008-2009 school year having made an irrevocable election to not receive the Flat Base Salary and instead receive the "Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit", in addition to their Schedule Base compensation shall receive the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Benefit set forth in paragraph 3.3.B; 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.

c. Declination of Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option. In consideration of the School District and Association agreeing to continue the Flat Base notwithstanding potential penalties under the Patient Protection and Affordable Health Care Act (PPACA), a Faculty Member electing to decline to participate in the Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option (H&D/FS/HRA Option) set forth in paragraph 3.3.B. below shall not be permitted to decline to participate in the H&D/FS/HRA Option unless said Faculty Member has filed with the superintendent's office on the form attached hereto and incorporated herein as Appendix C an acknowledgement with the conditions of an "eligible opt out payment" as set forth in Treas. Prop. Reg. 26 CFR SS1.36B-2©(v)(A)(7), as may be amended from time to time.

3. Flat Base Salary – Faculty Members Whose Employment Commenced During the 2008-2009 school year and thereafter: Faculty Members whose employment commenced at any time during the 2008–2009 school year and thereafter, were not, and shall not be, eligible to receive a Flat Base Salary.

4. Flat Base Salary – Part-Time Faculty Members (Employees with an FTE of less than 1.0):

a. Part-Time Faculty Members Employed Prior to the 2008-2009 School Year: Faculty members employed prior to the 2008-2009 school year with an FTE of less than 1.0 may elect the Flat Base Salary or the H&D/FS/HRA Option provided under subparagraphs 3.3.A, 2. a. or b. above, on a prorated basis according to their FTE.

b. Part-Time Faculty Members Whose Employment Commenced During the 2009-2010 School Year: No Flat Base will be paid to Faculty Members with an FTE of less than 1.0 whose employment commenced with the 2008 – 2009 Contract Year and thereafter.

3.3.B Health and Dental Insurance/Fringe 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 as the Blue Preferred $1,050 Deductible/$3,800 deductible HSA-eligible Dual Choice Plan and EHA dental insurance plan described as the PPO - 100% part A, 75% part B with 50% C (option 2) coverage at the premium cost established annually for such insurance by the health insurance carrier selected by the School District to provide group health and dental insurance coverage annually; the School District's contribution toward the premium cost of health and dental insurance coverage and/or the fringe benefit stipend shall be

prorated for Faculty Members with an FTE (full-time-equivalency) of less than 1.0 on the basis of such FTE.

2. Faculty Members Employed Prior to the 2008-2009 School Year.

a. Health and Dental Insurance/Fringe Stipend/Health Reimbursement Account Option – Full-Time Faculty Members (Employees with an FTE of 1.0 or more):

(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 $3,800 deductible HSA-eligible BC/BS EHA Health and Dental Insurance Plan, and 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 $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 $1,403.52, 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 2007-2008 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.(1) 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 $1,403.52, 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 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 $9,334.56) paid in twelve (12) equal installments during the 2022-2023 contract year.

(2) Full-Time Faculty Members Employed for the 2008-2009 school year and Thereafter Not Electing Health and Dental Insurance: Full-time Faculty Members employed for the 2008-2009 school year and thereafter electing not to enroll in the BC/BS EHA Health and Dental Plan shall not receive a fringe benefit stipend amount.

3.3.C Stipend(s) (paid as a supplemental)

1. Tenure Bonus – A Faculty Member who is hired on or after August 16, 2008 and thereafter achieves Permanent Certified Employee status pursuant to Neb. Rev. Stat. §§79-825, *et seq.* shall be entitled to receive a one-time bonus in the amount of $3,000.00, provided he or she continues to be employed by the District for the Contract Year following the year in which such permanent status is achieved. The bonus shall be paid, subject to applicable withholding, in a lump sum on the first payroll date after the date on which such Faculty Member achieves Permanent Certified Employee status.

2. Ph.D./Ed.D. Stipend – A Faculty Member who has received a Ph.D. or Ed.D. degree prior to August 16, 2002, shall be entitled to receive an annual stipend of $1,500.00 a year, starting with the 2002 – 2003 Contract Year, and continuing thereafter for each subsequent Contract Year, so long as said Faculty Member continues to be employed by the District. The Ph.D./Ed.D. stipend will be limited to degrees awarded from schools approved by the National Council for Teacher Education (NCTE) or the National Council on Accreditation for Teacher Education (NCATE). A Faculty Member who achieves a Ph.D. or Ed.D. degree on or after August 16, 2002, shall be entitled to receive a one-time stipend of $1,500.00, provided he or she continues to be employed by the District for the next following Contract Year. Said stipend shall be paid during the first Contract Year which commences on or after the date on which a Faculty Member shall receive such degree. Thereafter, the Faculty Member shall receive an annual stipend of $1,500.00 a year, so long as the Faculty Member continues to be employed by the District. The stipend provided for in this Section shall be subject to applicable withholding, and shall be paid in twelve (12) equal monthly installments in accordance with the District's usual and customary payroll practices.

3. Curriculum Hourly Rate: Staff who are approved to work on curriculum and related district activities outside of paid contract time will be paid an hourly rate of pay for time worked. The curriculum hourly rate will be set each year based upon the prior year indexed base salary that will result in automatic adjustment to the rate whenever the indexed base changes: Indexed Base BA Step 1/8*187) = $24.70 (Example; 2022-2023 Base salary at BA Step 1 = $36,946.92 ÷ 1,496 (8 hours per day x 187 contract days) = per hourly rate of $24.70). A group leader would receive $2.00 per hour more than the curriculum hourly rate, (i.e. $24.70+$2.00 =$26.70).

3.3.D IRS Code Section 125: The total compensation allowed in the schedule is available for selection of items on a pre-tax basis. The selection of the available options is made on an individual basis in advance of the plan year and in accordance with the Internal Revenue Service regulations. The Board shall maintain a qualified IRS Section 125 Plan.

3.3.E Part-Time Teachers: The salary of Faculty Members that work less than 1.0 FTE will be computed by multiplying the amount to which they would otherwise be entitled in the event they were employed on a 1.0 FTE basis by an actual percentage of their full-time equivalent employment status. In addition, part-time Faculty Members who fill in as substitutes in the same building and assignment (involving the same students) will be paid for the time actually worked in such substitute capacity at a rate which is equal to their prorated individual daily rate (an example is job-sharing in a classroom when the other instructor is absent).

3.3.F Nurses' Salary Schedule: Attached as part of Appendix A.

3.3.G Regular Staff Utilized as Substitutes: When regular Faculty Members are requested to use their normal planning time to supervise students they will be compensated at an hourly rate of 1/5 of the daily pay of a substitute (secondary level); or at the elementary level by adding up the actual minutes of plan time given up to substitute and figuring that as a % of a 7.5 hour duty day, and payable as a pro rata portion of the substitute teacher pay. Such pay would be payable in December and May.

3.3.H Longevity Increments: Longevity increments will be allowed in one percent (1%) increments, per year, under the following conditions:

1. The Faculty Member must have a minimum of twenty (20) years certified teaching experience in the District.

2. The Faculty Member must be placed on any of the MA columns.

3. The Faculty Members who are bottomed out will receive longevity increments of one percent (1%) per year starting with their 20th year of service in the District.

4. The maximum number of longevity increments a Faculty Member can accrue will be limited to eighteen (18) increments.

5. A longevity increment will be calculated by multiplying the Schedule Base times one-percent (1%).

4. Hiring Bonus: The district, at its sole discretion, will pay up to a $2,000 hiring bonus ($1.000 at the beginning of year 1 of employment, and $1,000 at the beginning of year 2 of employment) to staff newly hired to work during the 2022-2023 school year, and who are placed in a position (with appropriate endorsement) identified as "teacher shortage" by the Nebraska Department of Education, specifically with the following endorsements: Math 4-9, Math 7-12, Science 7-12, ELA 4-9, ELS 7-12, Special Education (including School Psych, SLP), ESL. Any staff member who is hired on a part time basis, will be eligible for payment of the hiring bonus on a pro rata basis according to their full time equivalency (FTE). The hiring bonus will not apply to any staff whose employment begins after June 1, 2025, unless both parties agree to an extension beyond June 1, 2025.

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 2022-2023 contract year, so that the fiscal impact and administrative impact can be evaluated. Any extension beyond 2022-2023 will need to be negotiated.

3.4 **Credit For Experience**: Faculty Members will receive credit for vertical placement on the salary schedule for up to ten (10) years of full time teaching experience.

ARTICLE IV
INSURANCE

4.1 **Health Insurance**: Subject to such underwriting requirements, including applicable percentage participation requirements, as are from time to time imposed by the carrier, the District shall make the Educators Health Alliance Blue Cross/Blue Shield Health and Dental Plan set forth in paragraph 3.3B above available to eligible Faculty Members during the contract year(s) covered by this agreement:

1. For purposes of determining eligibility, the certified teacher group will be divided into two (2) subgroups.

a. Subgroup #1 – Will be comprised of all certified teachers with an FTE of 1.0.

b. Subgroup #2 – Will be composed of all certified teachers with an FTE of at least 0.4 FTE and up to, but less than 1.0.

Each subgroup will be evaluated independent of each other against the EHA's participation guidelines for the purposes of determining applicable surcharges.

2. If a new health insurance vendor is to be considered, the decision will be a bilateral one.

3. Participation in EHA Group Plans: Both parties agree the EHA Health and Dental Plan(s) offered to certified staff each year will be set by mutual agreement of the board/administration and the negotiations team of GIEA. In the event an agreement cannot be reached, the plan from the prior year will carry forward. In the event premium surcharges are imposed by the health insurance carrier the payment of those surcharges will be bore by the plan participants.

4. Premium Surcharges Under the EHA Group Plan: The Board of Education and GIEA acknowledge that the School District has been informed by Blue Cross/Blue Shield of Nebraska (BCBSNE) on behalf of the Educators Health Alliance (EHA) that the GIEA certificated employee group does not meet the EHA underwriting rules denominated Underwriting Rule 1 and Underwriting Rule 2 requiring certain minimum enrollment of the members of the group for the 2009-2010 plan year and thereafter. The failure of the GIEA certificated employee group to meet the requirements of Underwriting Rule 1 and Underwriting Rule 2 has resulted in a determination to date by the EHA and BCBSNE that those Faculty Members electing insurance under the Section 125 plan shall be subject to a five percent (5%) premium rate surcharge under each such underwriting rule for the 2009-2010 plan year and thereafter.

5. The Board of Education and GIEA through the terms of this Master Agreement seek to increase enrollment in the EHA Group Plan(s) to achieve compliance with the minimum enrollment requirements of the EHA/BCBSNE underwriting rules while preserving the historical compensation structure for Faculty Members employed by the School District with an initial service date prior to May 30, 2008. To such end the Board of Education and GIEA hereby agree to the following bifurcated fringe benefit structure for Faculty Members for the 2009-2010 contract years as set forth below, and agree that such provisions shall be binding and continued for each of the above enumerated contact years unless amended by mutual agreement of the parties.

a. <u>Staff Employed Prior to May 30, 2008</u>: Participation in the EHA Group plan will remain optional until such time as the faculty member elects coverage in the District sponsored group health insurance plan under Article III.

b. Staff Employed After May 30, 2008: The School District will provide Employee (Individual) health and dental coverage. The employee will be enrolled in either the EHA $1,050 or $3,800 dual option deductible with PPO. If the employee elects dependent coverage, the employee will pay the additional premium through a Section 125 salary reduction agreement:

Subgroup #1 – For Faculty Members employed at any time prior to during the 2008-2009 school year enrollment in the BC&BS of NE (EHA) Health and Dental Insurance Plan is optional but once elected becoming irrevocable thereafter per section 3.3B.2.a.(1). Faculty Members employed for the 2008-2009 school year and thereafter; are required to enroll in the BC&BS of NE (EHA) "Employee" Blue Preferred Health and Dental coverage at the "employee" only coverage level.

Subgroup #2 – For all certified Faculty Members who are placed on subgroup #2 enrollment in the BC&BS of NE (EHA) Health and Dental Insurance Plan will be optional until such time as the faculty member elects coverage in the District sponsored group health insurance plan under Article III.

4.2 Long Term Disability Insurance: A group plan is made available to the Faculty Members and: (This coverage is required.)

A. Eligible Faculty Members must work a minimum of twenty (20) hours per week.
B. The benefit percentage is sixty percent (60%).
C. The elimination period is ninety (90) calendar days.
D. Both parties acknowledge the Long term Disability Insurance coverage requires 100% participation of all eligible employees. Furthermore, in the event of a claim for disability benefits, there is favorable IRS treatment of any benefits paid if the LTD premiums are paid by the employee.

Staff Employed Prior to May 30, 2008: The LTD premium will continue to be payroll deducted from the employees' salary, after receiving the flat base salary compensation.

Staff Employed After May 30, 2008: The LTD premium will be the responsibility of the employee and will be payroll deducted from the employees' salary on a monthly basis.

4.3 Life Insurance: A group plan is made available to the Faculty Members and (this coverage is optional):

A. Eligible Faculty Members must work a minimum of twenty (20) hours per week.
B. Coverage is available in increments of $25,000 with a maximum total coverage of $300,000 ($600,000 with matching AD&D benefit) effective September 1, 2016.

4.4 Catastrophic Insurance: (This coverage is optional.) Plans are made available to the Faculty Members for payroll deduction by the employee. In order to add a catastrophic insurance carrier, a minimum of five (5) staff members must use payroll deduction with the carrier.

ARTICLE V
LEAVES

5.1 **Personal Leave**: Subject to the terms and conditions hereinafter set forth, each Faculty Member shall be entitled to up to three (3) full pay personal leave days per contract year.

5.1.1 **Personal Leave**: Three (3) days shall be available for a Faculty Member with full pay and shall not require the Faculty Member to state a specific reason for which the leave day is requested.

A. Each personal day shall be subject to the following criteria:

1. Except in the case of a bonafide emergency, a Faculty Member shall make application for personal leave at least seven (7) calendar days prior to the date on which he or she desires to be absent.

2. The administration, in writing, shall have the prerogative to not approve a request for personal leave, based on availability of substitutes, or educational needs of the District.

3. Personal leave shall not be available on the day immediately prior to or the day immediately following a scheduled holiday or vacation (teacher comp day excluded), nor except in the case of a bonafide emergency during the first five (5) contract days or the last five (5) contract days. The Human Resources Director may grant exceptions to this paragraph.

4. No more than three (3) personal days may be taken by any one (1) Faculty Member during any one (1) contract year.

5. Personal leave days shall not accumulate from year to year.

6. Personal leave that remains unused at the end of the contract year will be added to the Staff Member's sick leave accrual for use under the provisions of paragraph **5.2 Sick Leave**.

B. Discretionary Leave: Absences which require a leave of two (2) hours or less would be granted at the discretion of the building principal or supervisor. Preference will be given for absences for attendance at school functions for Faculty Members whose immediate families are involved. Faculty Members will be responsible for obtaining qualified replacements. Absences are eligible for discretionary leave only if the absence generates no costs to the District. The Director of Personnel may grant exceptions to this paragraph.

5.2 **Sick Leave**: A full-time Faculty Member shall be eligible for ten (10) full days of paid leave each contract year for injury or illness. Part-time Faculty Members receive sick leave on their prorata (full-time equivalency) basis. If a Faculty Member has been absent less than ten (10) days during a contract year, the difference shall be cumulative to a total of ninety (90) days maximum. Up to a maximum of ninety (90) days can be utilized by a Faculty Member during any one (1) contract year.

The District has the right to require a certificate of a physician confirming that the absence was due to illness in the event the illness exceeds three (3) days.

Faculty Members are allowed to use, from their accumulated sick leave, up to a maximum of ten (10) days before personal leave days are used, for an illness of a spouse, son, daughter, mother, father, grandparent, mother-in-law, father-in-law, or other person living in the home as a family member and/or to attend the birth of a child or grandchild when the delivering mother is: (i) the spouse of a Faculty Member, (ii) a dependent daughter; (iii) a non-dependent daughter; or (iv) a daughter-in-law, provided that an absence in excess of three (3) days to attend the birth of a child of a Faculty Member's spouse or dependent daughter shall require a physician's statement and absence in excess of three (3) days to attend the birth of a child of a non-dependent daughter or daughter-in-law shall be permitted only when severe medical conditions exist.

5.3 Leave of Absence Without Pay for the Purpose of Career Development: A Faculty Member who has five (5) consecutive years of service may be granted a leave of absence for up to one (1) year to accept employment elsewhere provided that supportive recommendations are secured from the building principal and the superintendent, and if a suitable replacement can be found.

Guidelines and regulations include:

1. A Faculty Member on leave of absence shall not receive credit toward advancement on the salary schedule during the period of his/her leave, nor shall such time count as years of service for the purpose of acquiring permanent tenure or credit toward retirement.

2. If a Faculty Member on leave of absence remains away from duty beyond the expiration date of the leave or renewal of leave, any offer of a position shall be canceled by such failure to return.

3. Faculty members, when granted leaves of absence, shall not be guaranteed immediate reemployment.

4. The reduction in wages under this policy will be prorated on the basis of contract days missed. This computation will involve all monetary benefits provided by the District.

5. Continuity of instruction for students will be the fundamental concern of this District as Faculty Members return to work from a requested leave of absence. This will mean that, as far as practicable, terms of instruction will not be interrupted.

5.4 Bereavement Leave: A total of not more than five (5) consecutive work days on full pay is allowed each Faculty Member for absence in case of death in the immediate family for the purpose of attending the funeral or attending to matters relating to the death. Immediate family will be defined as; Spouse, child, child-in-law, parent, parent-in-law.

A total of not more than three (3) consecutive work days on full pay is allowed for each Faculty Member for absence in case of death of other immediate family for the purpose of attending the

funeral or attending to matters related to the death. Other immediate family will be defined as sibling, sibling-in-law, grandparent, grandparent in-law, grandchildren, or person(s) living in the same home as part of the family.

Immediate family and other immediate family bereavement leave is not limited to five (5) or three (3) days respectively in any one (1) year, but covers each death in either the immediate family or other immediate family which occurs during the contract year.

A total of not more than three (3) consecutive work days on full pay is allowed for each Faculty Member for absence in case of death of extended family members for the purpose of attending the funeral or attending to matters related to the death. Only three (3) days per year are allowed to cover deaths in the extended family, provided, however, that employees may, for purposes of this policy, carry forward up to a maximum of one (1) day of unused extended family bereavement leave from year to year to attend funerals of extended family members. Extended family will be defined as aunt, uncle, niece, and nephew. Staff may use up to one (1) day per year of their extended family bereavement leave for attending the funeral of a close family friend.

5.5 Catastrophic Leave:
Faculty Members who suffer a catastrophic illness during the course of a contract year and whose sick and other leaves have been exhausted shall be eligible for sub-deduct leave for the duration of the illness or until eligible for disability insurance.

Faculty Members whose spouse or child suffers a catastrophic illness during the course of a contract year and other leaves have been exhausted shall be eligible for sub-deduct leave for the duration of the illness or remainder of the contract year, whichever comes first.

Catastrophic Leave is not intended as a means to obtain additional paid leave once an individual has exhausted unused sick leave. Instead, the purpose of catastrophic leave is to provide additional paid leave in case of sudden, unforeseen illness or disability of indeterminate duration. As such, catastrophic leave, when it is justified, will be granted by the Administration in its reasonable discretion. For either subsection of this Section 5.5 the Board may request a doctor's statement explaining the nature and expected duration of the illness.

5.6 Adoption Leave:

1. A paid benefit up to twenty (20) days, from accumulated sick leave, will be available for Faculty Members that relates to the adoption of a child.

2. The benefit of twenty (20) days will apply if the employee has accumulated twenty (20) days of sick leave.

5.7 Association Leave

1. Grand Island Public Schools will provide a maximum of three days of association leave for an member of the GIEA to attend association related conferences and events. The GIEA will provide reimbursement to the district for all expenses incurred for these days, including but not limited to: teacher daily compensation rate (including benefits) and substitute coverage expenses.

ARTICLE VI
ELEMENTARY PREPARATION TIME

6.1 Elementary Faculty Members will receive at least a half-day of planning to prepare for report cards. These days will coincide with the end of the 1st and 2nd trimester. Final grade reports shall be turned in to the office prior to the Faculty Member leaving on their last contract day.

ARTICLE VII
EXTRA-STANDARD COMMITTEE

7.1 A standing committee called the "Extra-Standard Committee" will meet annually, as necessary, and will recommend necessary changes in extra duty pay. Such recommendations shall be made following the completion of negotiations and before the tentative School District budget is finalized. The Board reserves the right to accept, reject, or modify any recommendations from this committee.

The committee shall consist of:

Superintendent of Schools, or a designee
Senior High Administrator
Barr Middle School Administrator
Walnut Middle School Administrator
Westridge Middle School Administrator
Elementary Administrator
A member of the Board
Two coaches selected by the Coaches' Association
Two non-coaches on the extra-standard schedule, to be selected by non-coaches on the extra-standard schedule
Two GIEA members who are not on the extra-standard schedule appointed by the President of GIEA
Athletics Director
Activities Director

Any member who cannot attend a meeting may choose an alternate to represent them.

ARTICLE VIII
PROFESSIONAL GROWTH REQUIREMENTS FOR FACULTY MEMBERS

(Attached as Appendix B)

ARTICLE IX

Article IX is not currently being used and is held in sequence as a placeholder for possible future use.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Term: This contract shall be effective upon approval by a vote of the GIEA membership and a vote of the Board of Education and shall remain in effect for a period of twelve (12) months or until the commencement of the 2023–2024 school year, whichever occurs first. In the event that a new contract has not been negotiated for the 2023–2024 Contract Year, the terms of this contract shall continue thereafter in force until a new contract is ratified and signed by the parties, providing that Faculty Members shall not receive any increases in compensation in the form of longevity increments or vertical or horizontal movement on the salary schedule until said new contract is ratified and signed, and then all such increases shall be implemented only in conformity with the terms of such new contract.

10.2 Effect of Agreement: Except as is otherwise expressly provided for herein, the compensation and benefits of Faculty Members who are members of the bargaining unit represented by the GIEA and employed by the District during the term of this contract shall be determined pursuant to the salary schedule and other terms and conditions set forth in this agreement.

10.3 Separability: In the event that any provisions of this agreement or any part thereof, is for any reason found by a court to be in violation of the state or federal constitutions, statutes, or regulations, or to be otherwise unenforceable, the remainder of this agreement, and each other provision or part thereof shall remain in full force and effect.

10.4 The GIEA recognizes the District's prerogative to extend or reduce the length of the school year subject to the obligation of the District to negotiate with GIEA regarding the economic consequences of such a decision. In that regard, the parties agree that so long as the Contract Year is composed of 186 or more days the Faculty Members will receive the equivalent of one meeting-free day devoted to classroom preparation prior to commencement of classes.

10.5 The parties hereby agree that the Tenure Bonus provided for in Section 3.3.C(1) above shall not be considered for purposes of computing total Faculty Member compensation for comparability purposes. The parties further agree that the Ph.D. or Ed.D. stipend, as provided for in Section 3.3.C(2) above shall be included when computing total Faculty Member compensation for comparability purposes.

10.6 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 the mutual agreement set forth in writing and signed by the parties hereto.

10.7 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, discretion, 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, powers, discretion, authority or prerogative.

10.8 The parties agree to continue with a committee, comprised of equal representation of board of education members, GIPS Administration, and representatives from the 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.

10.9 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.)

10.10 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 wavier of any such right, power, discretion authority or prerogative.

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

Hall County School District 40-0002, a/k/a Grand Island Public School District	**Grand Island Education Association (GIEA)**
Dated this ??th day of ???, 2022	**Dated this ??th day of ???, 2022**
By: _____ **President, Board of Education** **Attest:** _____ **Secretary, Board of Education**	**By:** _____ **President, GIEA** **Attest:** _____ **Chief Negotiator, GIEA**

$36,946.92 **Base Salary - Indexed ~**
$ 9,334.56 **Base Salary - Flat ¥**
$ 46,281.48 **Total**

STEP	Lane											
	BA + 00	**BA + 09**	**BA + 18**	**BA + 27**	**BA + 36**	**MA + 00****	**MA + 09****	**MA + 18****	**MA + 27****	**MA + 36****	**MA + 45****	**Nurses**
1 @	BA/1 100.00% $36,946.92 $46,281.48 N/A	BA9/1 105.00% $38,794.27 $48,128.83 0x5	BA18/1 110.00% $40,641.61 $49,976.17 0x5	BA27/1 115.00% $42,488.96 $51,823.52 0x5	BA36/1 120.00% $44,336.30 $53,670.86 0x5	MA/1 130.00% $48,031.00 $57,365.56 0x5	MA9/1 135.00% $49,878.34 $59,212.90 0x5	MA18/1 140.00% $51,725.69 $61,060.25 0x5	MA27/1 145.00% $53,573.03 $62,907.59 0x5	MA36/1 150.00% $55,420.38 $64,754.94 0x5	MA45/1 155.00% $57,267.73 $66,602.29 0x5	$39,339 100.00% $39,339.26
2	BA/2 104.00% $38,424.80 $47,759.36 4x0	BA9/2 109.00% $40,272.14 $49,606.70 4x5	BA18/2 114.00% $42,119.49 $51,454.05 4x5	BA27/2 119.00% $43,966.83 $53,301.39 4x5	BA36/2 124.00% $45,814.18 $55,148.74 4x5	MA/2 134.00% $49,508.87 $58,843.43 4x5	MA9/2 139.00% $51,356.22 $60,690.78 4x5	MA18/2 144.00% $53,203.56 $62,538.12 4x5	MA27/2 149.00% $55,050.91 $64,385.47 4x5	MA36/2 154.00% $56,898.26 $66,232.82 4x5	MA45/2 159.00% $58,745.60 $68,080.16 4x5	$39,339 104.50% $41,109.52
3	BA/3 108.00% $39,902.67 $49,237.23 4x0	BA9/3 113.00% $41,750.02 $51,084.58 4x5	BA18/3 118.00% $43,597.37 $52,931.93 4x5	BA27/3 123.00% $45,444.71 $54,779.27 4x5	BA36/3 128.00% $47,292.06 $56,626.62 4x5	MA/3 138.00% $50,986.75 $60,321.31 4x5	MA9/3 143.00% $52,834.10 $62,168.66 4x5	MA18/3 148.00% $54,681.44 $64,016.00 4x5	MA27/3 153.00% $56,528.79 $65,863.35 4x5	MA36/3 158.00% $58,376.13 $67,710.69 4x5	MA45/3 163.00% $60,223.48 $69,558.04 4x5	$39,339 109.00% $42,879.79
4	BA/4 114.00% $42,119.49 $51,454.05 6x0	BA9/4 119.00% $43,966.83 $53,301.39 6x5	BA18/4 124.00% $45,814.18 $55,148.74 6x5	BA27/4 129.00% $47,661.53 $56,996.09 6x5	BA36/4 134.00% $49,508.87 $58,843.43 6x5	MA/4 144.00% $53,203.56 $62,538.12 6x5	MA9/4 149.00% $55,050.91 $64,385.47 6x5	MA18/4 154.00% $56,898.26 $66,232.82 6x5	MA27/4 159.00% $58,745.60 $68,080.16 6x5	MA36/4 164.00% $60,592.95 $69,927.51 6x5	MA45/4 169.00% $62,440.29 $71,774.85 6x5	$39,339 113.50% $44,650.06
5	BA/5 120.00% $44,336.30 $53,670.86 6x0	BA9/5 125.00% $46,183.65 $55,518.21 6x5	BA18/5 130.00% $48,031.00 $57,365.56 6x5	BA27/5 135.00% $49,878.34 $59,212.90 6x5	BA36/5 140.00% $51,725.69 $61,060.25 6x5	MA/5 150.00% $55,420.38 $64,754.94 6x5	MA9/5 155.00% $57,267.73 $66,602.29 6x5	MA18/5 160.00% $59,115.07 $68,449.63 6x5	MA27/5 165.00% $60,962.42 $70,296.98 6x5	MA36/5 170.00% $62,809.76 $72,144.32 6x5	MA45/5 175.00% $64,657.11 $73,991.67 6x5	$39,339 118.00% $46,420.32
6	BA/6 126.00% $46,553.12 $55,887.68 6x0	BA9/6 131.00% $48,400.47 $57,735.03 6x5	BA18/6 136.00% $50,247.81 $59,582.37 6x5	BA27/6 141.00% $52,095.16 $61,429.72 6x5	BA36/6 146.00% $53,942.50 $63,277.06 6x5	MA/6 156.00% $57,637.20 $66,971.76 6x5	MA9/6 161.00% $59,484.54 $68,819.10 6x5	MA18/6 166.00% $61,331.89 $70,666.45 6x5	MA27/6 171.00% $63,179.23 $72,513.79 6x5	MA36/6 176.00% $65,026.58 $74,361.14 6x5	MA45/6 181.00% $66,873.93 $76,208.49 6x5	$39,339 122.50% $48,190.59
7	BA/7 132.00% $48,769.93 $58,104.49 6x0	BA9/7 137.00% $50,617.28 $59,951.84 6x5	BA18/7 142.00% $52,464.63 $61,799.19 6x5	BA27/7 147.00% $54,311.97 $63,646.53 6x5	BA36/7 152.00% $56,159.32 $65,493.88 6x5	MA/7 162.00% $59,854.01 $69,188.57 6x5	MA9/7 167.00% $61,701.36 $71,035.92 6x5	MA18/7 172.00% $63,548.70 $72,883.26 6x5	MA27/7 177.00% $65,396.05 $74,730.61 6x5	MA36/7 182.00% $67,243.39 $76,577.95 6x5	MA45/7 187.00% $69,090.74 $78,425.30 6x5	
8						MA/8 168.00% $62,070.83 $71,405.39 6x5	MA9/8 173.00% $63,918.17 $73,252.73 6x5	MA18/8 178.00% $65,765.52 $75,100.08 6x5	MA27/8 183.00% $67,612.86 $76,947.42 6x5	MA36/8 188.00% $69,460.21 $78,794.77 6x5	MA45/8 193.00% $71,307.56 $80,642.12 6x5	
9						MA/9 174.00% $64,287.64 $73,622.20 6x5	MA9/9 179.00% $66,134.99 $75,469.55 6x5	MA18/9 184.00% $67,982.33 $77,316.89 6x5	MA27/9 189.00% $69,829.68 $79,164.24 6x5	MA36/9 194.00% $71,677.02 $81,011.58 6x5	MA45/9 199.00% $73,524.37 $82,858.93 6x5	
10										MA36/10 200.00% $73,893.84 $83,228.40 6x5	MA45/10 205.00% $75,741.19 $85,075.75 6x5	
11										MA36/11 206.00% $76,110.66 $85,445.22 6x5	MA45/11 211.00% $77,958.00 $87,292.56 6x5	

INDEX:

** Beginning with the 01-02 contract, retroactive to the 93-94 contract year, a one percent (1%) longevity step is added to all MA columns. Twenty (20) years of service in the District is required to be eligible for a longevity step. Additional longevity steps may be earned each year, with an eighteen percent (18%) maximum longevity increment.

~ Beginning with the 02-03 contract Salary Schedule is based upon 186 days. Beginning with the 08-09 contract Salary Schedule is based upon 187 days.

~ Beginning with the 02-03 contract there is an annual stipend for Faculty Members who earn an Ed.D. or Ph.D.

¥ Beginning with the 13-14 contract, staff employed prior to 08-09 contract year and not enrolled in health insurance. Otherwise, district paid employee health and dental insurance plus the balance to $9,334.48 as a "Fringe Benefit Stipend" (must be enrolled in district sponsored health and dental insurance to receive any benefit).

APPENDIX B
PROFESSIONAL GROWTH REQUIREMENTS FOR FACULTY MEMBERS

In accordance with NE Rev. Statute 79-830, certified staff will show evidence of professional growth every 6 years (as required by NEB Rev. Statutes 79-830). The 6 year professional growth period will be the most recent 6 years of employment (6 year look back) from Sept 1 every year.

Professional growth can be achieved by:
1. *Completing college classes (graduate or undergraduate) for credit,*
2. *Showing growth via the individual teacher's' annual Growth Plan.*

Certified staff who have taken college classes for credit, will have transcripts submitted to the Human Resources Dept. as evidence of professional growth.

Certified staff will submit a growth plan annually, through the district performance management system, for approval by their supervisor. At the end of each year, growth results will be gathered by Human Resources to record in the teacher's professional growth record.

Action steps identified by the certified staff member will include participation in district professional development activities which support the growth goal.

Certified staff who have demonstrated growth in at least 3 of the most recent 6 years (as evidenced by their Growth Plans), or who have successfully completed at least 6 hours of college credit (graduate or undergraduate) will be considered to have met their professional growth requirement.

In the event a teacher needs to use a combination of college credit and growth plans to achieve professional growth, a total to 30 Professional Growth points will be required, and awarded as follows:
- *5 points for each hour of college credit*
- *10 points for each growth plan that shows growth over the course of the year.*

Staff who are frozen on the salary schedule, as of the 2017-2018 contract year, due to not meeting professional growth requirements, can become unfrozen by:
1. *Accumulating sufficient points under the current program (in place during the 16-17 school year), or*
2. *Meeting the revised requirements under the new program as outlined above.*

Revised: 2018-2019 Master Negotiated Agreement

I, _____, knowingly and voluntarily decline to enroll or participate in the Grand Island Public School District's (the "District") health insurance. Instead, I knowingly and voluntarily elect to accept a Flat Base Salary or "opt-out" payment of $_____ (the "Opt-Out Payment"). In doing so, I swear and affirm, that the following are true and accurate:

1. I understand that, by declining to enroll in the District's health insurance, I may be assessed taxes, penalties or fines by the IRS for failing to have health insurance but, knowing this, I nevertheless decline to enroll in the District's insurance plan.

2. I, along with all other individuals for whom I reasonably expect to claim a personal exemption deduction for the taxable year or years that begin or end in or with the District's plan year to which the Opt-Out Payment arrangement applies (my "expected tax family") have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the Opt-Out Payment arrangement applies.

3. I understand that the District will not, under any circumstance, make any Opt-Out Payment to me if the District knows or has reason to know that I, or any other member of my expected tax family, do not have or will not have the alternative coverage.

4. I understand that, by declining to enroll in the District's health insurance program and, instead, electing to receive an Opt-Out Payment, that, subject to limited circumstances, I may not be eligible to enroll in the District's health insurance after the District's annual open enrollment period ends. I further understand and acknowledge that, if I lose my health insurance from the alternative source after the District's annual open enrollment period ends, I may not be able to enroll in the District's health insurance until the District's subsequent annual open enrollment period. Notwithstanding the foregoing, I still voluntarily and knowingly desire to forego health insurance through the District and elect to receive an Opt-Out Payment.

5. I recognize that, if the District is ever fined or penalized under the Affordable Care Act as a result of my declination to enroll in the District's health insurance, then the District, in its discretion, may refuse to allow me to receive an Opt-Out Payment in the future.

6. If any of the statements in this document are not true or accurate, then I will inform the District before signing the document. If any of the statements in this document become untrue or inaccurate in the future, I agree to advise the District as soon as I am reasonably able to do so.

Dated this ___ day of _____, 20__.

_____
[Print Your Name]

_____
[Sign Your Name]

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Sixth day of May in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

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

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

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

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

for the following Project:
(Name, location and detailed description)

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

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

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
Telephone Number: (402) 476-1273
Fax Number: (402) 476-1274

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[**X**] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: August 5, 2023

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
All Work	August 5, 2023

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty One Thousand Dollars and Zero Cents ($ 1,631,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 - Chiller Removal and Replacement	$161,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.
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User Notes:
(3B9ADA3A)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

Init.
/

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User Notes: (3B9ADA3A)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lisa Albers
Hall County School District 2
Grand Island Public Schools
123 South Webb Road, PO Box 4904
Grand Island, NE 68802
Phone Number: (308) 385-5900

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Russ Giesenhagen
Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Performance Bond - 100% of Contract Amount
Labor & Material Payment Bond - 100% of Contract Amount

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Exhibit A - Sheet Index

Number	Title	Date
See Sheet CS of Drawings	Sheet Index	March 24, 2022

.6 Specifications

Section	Title	Date	Pages
Knickrehm Elementary School HVAC Renovations Project Manual & Specifications		March 24, 2022	128

.7 Addenda, if any:

Number	Date	Pages
1	April 21, 2022	4
2	April 25, 2022	1

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Lisa Albers, Grand Island Public Schools Board President	Russ Giesenhagen, President
(Printed name and title)	*(Printed name and title)*

Init.
/

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EXHIBIT A

SCHEDULE OF DRAWINGS

Architectural

A.1	FIRST FLOOR - DEMOLITION PLAN
A.2	FIRST FLOOR - FLOOR PLAN
A.3	FIRST FLOOR - REFLECTED CEILING PLAN
A.4	SPECIFICATIONS
A.5	SPECIFICATIONS
A.6	SPECIFICATIONS

Mechanical

M1.1	FIRST FLOOR - MECHANICAL DEMOLITION PLAN
M2.1	FIRST FLOOR - MECHANICAL PLAN
M3.1	FIRST FLOOR - HVAC PLAN
M4.1	MECHANICAL DETAILS AND SCHEMATICS
M4.2	MECHANICAL SPECIFICATIONS, SCHEDULES AND SYMBOLS

Electrical

E1.1	FIRST FLOOR - ELECTRICAL DEMOLITION PLAN
E2.1	FIRST FLOOR - LIGHTING PLAN
E3.1	FIRST FLOOR - ELECTRICAL PLAN
E4.1	ELECTRICAL SPECIFICATIONS AND SYMBOLS

Additions and Deletions Report for
AIA® Document A101® – 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 18:51:50 ET on 05/26/2022.

PAGE 1

AGREEMENT made as of the Twenty Sixth day of May in the year Two Thousand Twenty Two

...

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

...

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

...

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

...

Engineering Technologies, Inc.
825 M Street, Suite 200
Lincoln, NE 68508
Telephone Number: (402) 476-1273
Fax Number: (402) 476-1274

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date: August 5, 2023

...

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All Work August 5, 2023

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thirty One Thousand Dollars and Zero Cents ($ 1,631,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 - Chiller Removal and Replacement $161,000.00

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Ten Percent (10%)

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

Lisa Albers
Hall County School District 2
Grand Island Public Schools
123 South Webb Road, PO Box 4904
Grand Island, NE 68802
Phone Number: (308) 385-5900

...

Russ Giesenhagen
Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

PAGE 7

Performance Bond - 100% of Contract Amount
Labor & Material Payment Bond - 100% of Contract Amount

...

Exhibit A - Sheet Index

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User Notes: (3B9ADA3A)

...

	See Sheet CS of Drawings	Sheet Index	March 24, 2022

...

	Knickrehm Elementary School HVAC Renovations Project Manual & Specifications	March 24, 2022	128

...

1	April 21, 2022	4
2	April 25, 2022	1

PAGE 8

Lisa Albers, Grand Island Public Schools Board President	Russ Giesenhagen, President

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User Notes: (3B9ADA3A)

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 18:51:50 ET on 05/26/2022 under Order No. 2114236731 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Construction Administrator

(Title)

May 26, 2022

(Dated)

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E3.1	FIRST FLOOR - ELECTRICAL PLAN
E4.1	ELECTRICAL SPECIFICATIONS AND SYMBOLS

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Sixth day of May in the year Two Thousand Twenty Two *(In words, indicate day, month and year.)*

for the following **PROJECT**:
(Name and location or address)

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

THE OWNER:
(Name, legal status and address)

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

THE CONTRACTOR:
(Name, legal status and address)

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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User Notes: (3B9ADA42)

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] § **A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] § **A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Five Million Dollars and Zero Cents ($ 5,000,000.00) general aggregate, and Five Million Dollars and Zero Cents ($ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) 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.

§ A.3.2.4 The Contractor 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 insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

(Paragraphs Deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es)

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next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] § **A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] § **A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for

AIA® Document A101® – 2017 Exhibit A

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 18:59:50 ET on 05/26/2022.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Sixth day of May in the year Two Thousand Twenty Two

...

Knickrehm Elementary School HVAC Renovations
2013 North Oak Street
Grand Island, NE 68801

...

Hall County School District 2
d/b/a Grand Island Public Schools
PO Box 4904
Grand Island, NE 68802

...

Mid Plains Construction Co.
1319 W North Front Street
Grand Island, NE 68801
Telephone Number: (308) 382-2760

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Five Million Dollars and Zero Cents ($ 5,000,000.00) general aggregate, and Five Million Dollars and Zero Cents ($ 5,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) 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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§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

...

~~**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

...

~~**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

...

~~**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

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Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

Hall County School District 2
d/b/a Grand Island Public Schools (GIPS)
PO Box 4904
Grand Island, NE 68802

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

Perry Reid Construction
2930 Ridge Line Road, Suite 116
Lincoln, NE 68516
Ph: 402.413.2280

for the following Project:
(Name, location and detailed description)

GI21127
GIPS Senior High Additions & Renovation
2124 N. Lafayette
Grand Island, NE

The Work includes additions and renovations of the existing High School consisting of expanded cafeteria and band room space and renovations of the existing main entries for Grand Island Public Schools.

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

Cannon Moss Brygger & Associates P.C.
dba CMBA Architects
319 SW 5th Street, Suite 102
Grand Island, NE 50309

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 08/01/2023.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable (N/A)	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Six Hundred Eighty-Nine Thousand Seven Hundred Dollars and zero cents ($ 3,689,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 Changes to the Work

A. When Architect establishes that the method of valuation of Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   1. **10%** percent overhead and profit on the net cost of our own Work.
   2. **10% percent on 2nd tier Subcontractors.**
   3. **5%** percent on the cost of work done by any Subcontractor with 2nd tier subcontractors.

B. Markup for overhead and profit shall be based on the quotation amount submitted and approved only.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not Applicable (N/A)	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
(N/A)		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
(N/A)	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
(N/A)		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

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§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **first** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **last** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **thirty** (**30**) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per Spec. Section 01 02 00, Article 1.02.A Article 5.18 "Reduction or limitation of retainage.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

(N/A)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Architect.
3. The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project by the School Board (Owner) upon receipt and review of the Architect's Certificate and Recommendation for Final Payment.

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(N/A)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

in the DISTRICT COURT OF HALL COUNTY NEBRASKA.

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

(N/A)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Dan Petsch
Hall County School District 2
Grand Island Public Schools
123 S. Webb Road, PO Box 4904
Grand Island, NE 68802-4904
Ph: 308.385.5900
Email: dpetsch@gips.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ben Velinsky, President
Perry Reid Construction
(see address above)
Ph: 402.413.2280
Email: bvelinsky@buildprc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the General Conditions, , and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the General Conditions, and elsewhere in the Contract Documents.

§ 8.6
(Paragraphs deleted)
Other provisions:

Substantial Completion shall be defined as Completion of AIA Document G704 Substantial Completion by the Architect and issuance of Certificate of Occupancy by the City of Grand Island.

(Paragraphs deleted)
ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, REPLACED BY Spec Section 01 02 00 - General Conditions
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Drawings

Exhibit A – Sheet Index

Number	Title	Date
See Sheet T.01 of Drawings	Sheet Index	March 21, 2022

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.5 Specifications

See Exhibit B – Section 00 01 10 – Table of Contents (Page 1 thru 4)

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages
One	4.04.22	55
Two	4.13.22	29

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

(N/A)

[ ] The Sustainability Plan:

Title	Date	Pages
(N/A)		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
(N/A)			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

(N/A)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Lisa Albers, Board President	Ben Velinsky, President
(Printed name and title)	*(Printed name and title)*

Init.

/

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EXHIBIT A

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COORDINATING PROFESSIONAL SEAL

ARCHITECT
MATTHEW J. KREUTZER
A-4977
STATE OF NEBRASKA

REVISIONS

NO.	DESCRIPTION	DATE

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DATE: 03-21-2022
PROJECT GI211127

TITLE

SENIOR HIGH ADDITIONS & RENOVATIONS
GRAND ISLAND PUBLIC SCHOOLS
GRAND ISLAND, NEBRASKA

SHEET **T.01**

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Grand Island Public Schools Foundation
Notes for Board of Education
6-9-22

1. The Foundation Board will be making an official announcement this week regarding the hiring of their new Executive Director. Thank you to the Board of Education for supporting the Succession Plan and hiring process.

2. The Foundation received approximately 1155 nominations for 367 teachers and staff for the 2022 Teacher of the Year Program (Teacher/ Staff Member/ Administrator of the Year.) The office is currently working on getting these nominations mailed out to those who were nominated. The corporate sponsor of this program is First National Bank.

3. The Foundation Board will have the following business before them at their June 22, 2022 meeting:

    a. Teacher of the Year Winner Recommendation
    b. Miller Legacy Scholarship for graduate programs for GIPS Staff
    c. 2022 Audit Engagement
    d. Potential Contract for new executive director
    e. Banking Resolutions to change authorized signers

4. The Foundation board will also review the 2022 Scholarship Program Statistics including feedback from reviewers and the annual scholarship application integrity audit.

5. The Foundation Board does not plan to meet in July.