

GIPS BOE Regular Meeting
Thursday, November 9, 2023 5:30 PM
Kneale Administration Building - Board Room

1. CALL TO ORDER
Speaker(s): Board President
2. ROLL CALL
Speaker(s): Mrs. Angela Dibbert
3. CONSENT AGENDA
Speaker(s): Board President
 - 3.1. Minutes from the previous month's meeting
 - 3.2. Acceptance of Agendas From Standing Committees
 - 3.3. Claims as submitted
 - 3.4. Staff Adjustments as submitted
 - 3.5. Treasurer's Report as submitted
 - 3.6. Change Orders as Documented
 - 3.7. Approval of Agenda as submitted
4. REQUESTS TO ADDRESS THE BOARD
Speaker(s): Board President
5. INFORMATION ITEMS
 - 5.1. American Civics Bi-yearly Report
Speaker(s): Dr. Evan Lee
 - 5.2. Time & Attendance, Leaves Management, Substitute Placement Software
Speaker(s): Mr. Virgil Harden, Dr. Carrie Kolar, Mr. Cory Gearhart
 - 5.3. Policy
 - 5.3.1. 5441 AUTHORIZED USE OF DISTRICT VEHICLES
Speaker(s): Mr. Matt Fisher
 - 5.3.2. 5510 FOOD SERVICES MANAGEMENT
Speaker(s): Mr. Matt Fisher
 - 5.3.3. 5521 COPYRIGHT COMPLIANCE
Speaker(s): Mr. Matt Fisher
 - 5.3.4. 5521.1 COPYRIGHT COMPLIANCE Addendum
Speaker(s): Mr. Matt Fisher
 - 5.3.5. 5522 MAIL AND DELIVERY SERVICES
Speaker(s): Mr. Matt Fisher
 - 5.3.6. 5530 INSURANCE MANAGEMENT
Speaker(s): Mr. Matt Fisher
6. ACTION ITEMS
 - 6.1. Time & Attendance, Leaves Management, Substitute Placement Software
Speaker(s): Mr. Virgil Harden, Dr. Carrie Kolar, Mr. Cory Gearhart
 - 6.2. 2481 NEWS MEDIA SERVICES AT BOARD MEETINGS on Final Read
Speaker(s): Mr. Matt Fisher
 - 6.3. 5205 FACILITIES FOR MILK EXPRESSION on Final Read
Speaker(s): Mr. Matt Fisher

6.4. 5210 SAFETY PROGRAMS on Final Read

Speaker(s): Mr. Matt Fisher

6.5. 5220 FIRST AID on Final Read

Speaker(s): Mr. Matt Fisher

6.6. 5312 STUDENT CONDUCT ON SCHOOL BUSES on Final Read

Speaker(s): Mr. Matt Fisher

6.7. 5312.1 Student Conduct on School Buses Contract on Final Read

Speaker(s): Mr. Matt Fisher

6.8. 5320 SCHOOL TRANSPORTATION SAFETY PROGRAM on Final Read

Speaker(s): Mr. Matt Fisher

6.9. 5320.1 School Transportation Safety Program Guidelines on Final Read

Speaker(s): Mr. Matt Fisher

6.10. 5322 TRANSPORTATION EXTRACURRICULAR ACTIVITIES on Final
Read

Speaker(s): Mr. Matt Fisher

7. REPORTS

7.1. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Lindsey Jurgens

7.2. Student Representative Report

Speaker(s): Ms. Adilene Beltran

7.3. Superintendent Report

Speaker(s): Mr. Matt Fisher

8. EXECUTIVE SESSION FOR THE PURPOSE OF NEGOTIATIONS AND THE
SUPERINTENDENT'S EVALUATION 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

10.1. APPROVAL OF THE SUPERINTENDENT'S EVALUATION

11. NOTIFICATION OF UPCOMING BOARD MEETINGS

12. ADJOURNMENT

*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

NOTICE OF REGULAR
BOARD MEETING
HALL COUNTY
SCHOOL DISTRICT 2
GRAND ISLAND,
NEBRASKA

Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, November 9, 2023, at 6:30 p.m., at the Kneate 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 or on the GIFS Website.
Dr. Summer E. Stephens,
Board Secretary
1 ZNEZ

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1191076

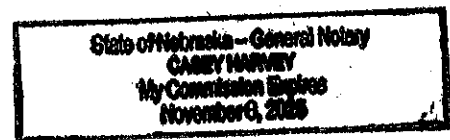
Melissa Tyson, being first duly sworn on oath, says that he/she is employed by The GRAND ISLAND INDEPENDENT, a newspaper printed and published in Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the GRAND ISLAND 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: 11/01/2023

TOTAL AD COST: 14.00
FILED ON: 11/2/2023

Subscribed in my presence and sworn to before me this 2 day
of November, 2023

Casey Harney
Notary Public



Regular Meeting of the Grand Island Public Schools 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 Hank McFarland in open and public session on Thursday, October 12, 2023 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Rd, 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
Eric Garcia-Mendez:	Present
Joshua Hawley:	Absent
Dave Hulinsky:	Present
Lindsey Jurgens:	Present
Katherine Mauldin:	Present
Hank McFarland:	Present
Josh Sikes:	Present
Amanda Wilson:	Present

AGENDA

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m.

2. ROLL CALL

Mr. Hawley gave prior notice of his absence and his absence is excused. Ms. Mauldin gave prior notice that she would be late. Ms. Mauldin joined at 5:33 p.m.

3. CONSENT AGENDA

3.1. Minutes from the previous month's meeting

3.2. Acceptance of Agendas From Standing Committees

Finance and Facilities Committee

Next Meeting Date: October 31, 2023 at 7:30 a.m.

Leading for Learning Committee

Next Meeting Date: November 7, 2023 at 4:00 p.m.

Personnel Committee

Next Meeting Date: November 2, 2023 at 8:15 a.m.

Policy Committee

Next Meeting Date: October 30, 2023 at 4:30 p.m.

Public Relations and Partnership Development Committee

Next Meeting Date: November 3, 2023 at 8:00 a.m.

Governance Committee

Next Meeting Date: November 1, 2023 at 8:00 a.m.

GNSA/Legislative Committee

Next Meeting Date: None

3.2.1. Adopt the Superintendent Evaluation advanced from the Governance Committee

3.3. Claims as submitted

3.4. Staff Adjustments as submitted

3.5. Treasurer's Report as submitted

3.6. Approval of Agenda as submitted

Approval of agenda as submitted Mrs. Lisa Albers abstained from voting on keck number 90685, but approved all other consent agenda items as submitted.

Approve the agenda as submitted. Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

4. REQUESTS TO ADDRESS THE BOARD

None.

5. INFORMATION ITEMS

5.1. Student Wellness Center

Dr. Summer Stephens introduced Mrs. Michelle Hendrickson who presented an update on the Student Wellness Center.

5.2. Ms. Angela Amack will present a legislative preview.

Ms. Angela Amack presented a legislative preview.

5.3. Policy

5.3.1. 2481 NEWS MEDIA SERVICES AT BOARD MEETINGS on First Read

Mr. Fisher presented 2481 News Media Services at Board Meetings on First Read.

5.3.2. 5205 FACILITIES FOR MILK EXPRESSION on First Read

Mr. Fisher presented 5205 Facilities for Milk Expression on First Read.

5.3.3. 5210 SAFETY PROGRAMS on First Read

Mr. Fisher presented 5210 Safety Programs on First Read.

5.3.4. 5220 FIRST AID on First Read

Mr. Fisher presented 5220 First Aid on First Read to delete this policy.

5.3.5. 5312 STUDENT CONDUCT ON SCHOOL BUSES on First Read

Mr. Fisher presented 5312 Student Conduct on School Buses on First Read.

5.3.6. 5312.1 Student Conduct on School Buses Contract on First Read

Mr. Fisher presented on 5312.1 Student Conduct on School Buses Contract on First Read.

5.3.7. 5320 SCHOOL TRANSPORTATION SAFETY PROGRAM on First Read

Mr. Fisher presented 5320 School Transportation Safety Program on First Read.

5.3.8. 5320.1 School Transportation Safety Program Guidelines on First Read

Mr. Fisher presented 5320.1 School Transportation Safety Program Guidelines on First Read.

5.3.9. 5322 TRANSPORTATION EXTRACURRICULAR ACTIVITIES on First Read

Mr. Fisher presented 5322 Transportation Extracurricular Activities on First Read.

6. ACTION ITEMS

6.1. 2312 BOARD MEMBER OATH OF OFFICE on Final Read

Motion to approve 2312 Board Member Oath of Office as presented Passed with a motion by Dave Hulinsky and a second by Katherine Mauldin.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.2. 2320 BOARD MEMBER DEVELOPMENT OPPORTUNITIES on Final Read

Motion to approve 2320 Board Member Development Opportunities as presented Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.3. 2410 SCHOOL BOARD MEETINGS on Final Read

Motion to approve 2410 School Board Meetings as presented Passed with a motion by Dave Hulinsky and a second by Eric Garcia-Mendez.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.4. 2412 EXECUTIVE (CLOSED) SESSIONS on Final Read

Motion to approve 2412 Executive (Closed) Sessions as presented Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.5. 2413 WORK SESSIONS AND RETREATS on Final Read

Motion to approve 2413 Work Sessions and Retreats as presented Passed with a motion by Dave Hulinsky and a second by Katherine Mauldin.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.6. 2421 AGENDA PREPARATION AND DISSEMINATION on Final Read

Motion to approve 2421 Agenda Preparation and Dissemination as presented Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.7. 2430 QUORUM on Final Read

Motion to approve 2430 Quorum as presented Passed with a motion by Dave Hulinsky and a second by Katherine Mauldin.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.8. 7511 OPTION ENROLLMENT RESOLUTION on Final Read

Motion to approve 7511 Option Enrollment Resolution as presented Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

6.9. Remove the interim term from Matt Fisher's current designation with the district.

Motion to approve removing the interim term from Matt Fisher's current designation with the district Passed with a motion by Dave Hulinsky and a second by Katherine Mauldin.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

7. REPORTS

7.1. Grand Island Public Schools Foundation Report

Mrs. Jurgens reported for the GIPS Foundation.

7.2. Student Representative Report

Ms. Beltran gave the student representative's report.

7.3. Superintendent Report

Mr. Fisher presented the superintendent report.

8. EXECUTIVE SESSION FOR THE PURPOSE OF NEGOTIATIONS BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 6:57 p.m.

The recommendation for the Board to convene to executive session for the purpose of discussing negotiations Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

9. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 7:08 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Dave Hulinsky and a second by Lisa Albers.

Lisa Albers: Yea, Eric Garcia-Mendez: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Katherine Mauldin: Yea, Hank McFarland: Yea, Josh Sikes: Yea, Amanda Wilson: Yea

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

None.

11. NOTIFICATION OF UPCOMING BOARD MEETINGS

Board of Education Retreat - Friday, October 20, 2023

Regular Board of Education Meeting - Thursday, November 9, 2023 at 5:30 p.m.

12. ADJOURNMENT

All business having been completed, the meeting was adjourned at 7:09 p.m.

Angela A. Dibbert, Recording Secretary

Dr. Summer E. Stephens, Secretary to the Board

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

BOE Policy Committee Meeting – October 30, 2023 – 4:30pm – Mr. Fisher’s Office
*Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner*

1. Review Notes from October 9, 2023 – 1.1.

2. Review Agenda for changes or additions – 2.1.

3. Board role in policy adoption/approval processes:

- Policy Committee reviews and makes recommendations to the board for policy adoption, review, or revisions
- 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 on certain issues in the district with input from staff /students/community as appropriate

4. NEXT MEETING:

December 11 – 4:30pm – Mr. Fisher’s Office

5. Policy as Information @ November 9, 2023, BoE Meeting

5441–AUTHORIZED USE OF DISTRICT VEHICLES: [Proposed Policy 5441](#)

5510 FOOD SERVICES MANAGEMENT: [Proposed Policy 5510](#)

5521–COPYRIGHT COMPLIANCE: [Proposed Policy 5521](#)

5521.1–COPYRIGHT COMPLIANCE Addendum: [Proposed Policy 5521.1](#)

5522 MAIL AND DELIVERY SERVICES: [Proposed Policy 5522](#)

5530 INSURANCE MANAGEMENT: [Proposed Policy 5530](#)

6. Policy on Final Read @ November 9, 2023, BoE Meeting

2481 NEWS MEDIA SERVICES AT BOARD MEETINGS: [Proposed Policy 2481](#)

5205 FACILITIES FOR MILK EXPRESSION: [Proposed Policy 5205](#)

5210 SAFETY PROGRAMS: [Proposed Policy 5210](#)

5220 FIRST AID: [Proposed Policy 5220](#) - Consider deleting

5312 STUDENT CONDUCT ON SCHOOL BUSES: [Proposed Policy 5312](#)

5312.1 Student Conduct on School Buses Contract: [Proposed Policy 5312.1](#)

5320 SCHOOL TRANSPORTATION SAFETY PROGRAM: [Proposed Policy 5320](#)

5320.1 School Transportation Safety Program Guidelines: [Proposed Policy 5320.1](#)

5322 TRANSPORTATION EXTRACURRICULAR ACTIVITIES: [Proposed Policy 5322](#)

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

7. Policy for review:

8463 USE OF BODY WORN CAMERAS - [Body Worn Cameras Policy Template](#)

8. Policy Questions and Discussion:

9. Moved to Board Governance Committee

10. Working on:

Kneale Administration Building

TO: Facilities & Finance Committee
From: Mr. Petsch, Mrs. Grim, Mrs. Ryan, and Mr. Harden
RE: **Meeting, Tuesday, October 31, 2023 – Via Zoom**

NEW BUSINESS:

1. Activity Fund Claims – Virg
2. Community Redevelopment Authority & Regional Planning - Virg
3. Request for Proposals – Dan or Kim
 - None
4. Nutrition Services Update – Kris Spellman
5. Information Technology Update – Cory Gearhart
6. Staffing Request – Dr. Carrie Kolar
7. Period Poverty Initiative Update – Mrs. Grim
8. Recommendation for Time & Attendance, Absence Management, & Substitute Placement Software. Carrie, Cory, Virgil
9. 2025 – 2027 Lobbyist Contract – Virg
10. FY 23-24 Employee Benefits Review – Darlyn Troxel-Rowley
11. Review Debt and Investment Policies Annual Review – Virg
12. Review of Depreciation, Special Building, and General Fund, and Payroll – Virg
13. Federal Programs Financial Report – Virg
14. Change Orders – Dan
 - Walnut
 - GISH
15. ESSERS III Building Project Update – Mr. Petsch
 - Knickrehm Elementary
 - GISH
 - Walnut
16. Open Agenda Items as Necessary – F&F Team

NEXT MEETING: **Tuesday, December 5, 2023, at 7:30 a.m.**
Dan, Gabby, & Virg review agenda items for BOE meeting.



Mr. Virgil D. Harden, MBA, RSBA, SFO
Chief Financial Officer
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Phone: (308) 385-5900 x 201144
Fax: (308) 385-5949
Email: vharden@gips.org
Web: www.gips.org

**Agenda
Governance Committee Meeting
November 1, 2023**

AGENDA:

- 1. Timeline for Superintendent Evaluation**
- 2. Collect feedback on Superintendent evaluation instrument**
- 3. BOE committees**
- 4. Next Meeting -- 12/06/2023 @ 8:00a**



Personnel Committee Agenda

Date	Agenda
11/2/23	1. Administrator positions <ul style="list-style-type: none"> ○ Seedling- Julie Martin ○ GISH- plan for hiring ○ Gates 2. Hiring student teachers at semester <ul style="list-style-type: none"> ○ Stolley, Jefferson, Starr ○ Apprentice teachers 3. 1st negotiations meeting with GIEA 4. GISH EL position 5. Administrator on paid administrative leave <ul style="list-style-type: none"> ○ Investigating if worked in an impaired state 6. Time and Attendance systems update <ul style="list-style-type: none"> ○ Replacing Kronos and SmartFind 7. Working with C. Gearhart to create a plan to clean our data in HR 8. Attendance plan for classified staff 9. iObservation survey
	Attendance: Dr. Carrie Kolar, Matthew Fisher, Josh Sikes, Dave Hulinsky, Amanda Wilson, Josh Hawley(zoom), Mackenzie Wetzel Start Time: 8:15 a.m. End Time: 9:15 a.m.

Kneale Administration Building

Public Relations and Partnership Development Committee
Agenda

Friday, October 13, 2023

8:00 - 9:30 a.m. via [Zoom](#)



Beat on the Street - *All*

NSPRA Audit Status - *Roush*

Parent Chain of Communication - *Roush*

Upcoming Projects Featuring Schools - *Roush & Mayhew*

Communication Analytics - *Roush*

- New Collateral
- Notable Media Coverage
- Timely Communications

Next Meeting: November 3, 2023

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

Every Student, Every Day, a Success

Kneale Administration Building

Public Relations and Partnership Development Committee

Agenda

Friday, November 3, 2023

8:00 - 9:30 a.m. via [Zoom](#)



Beat on the Street - *All*

NSPRA Audit Visit - *Worthington & Roush*

Islander Extravaganza - *Roush*

Overview of Budget Meetings - *Fisher & Worthington*

Building Stories Representation & "Our Today; Their Tomorrow" Videos - *Roush*

Communication Analytics - *Roush*

- New Collateral
- Notable Media Coverage
- Timely Communications

Next Meeting: December 8, 2023 - This is the 2nd Friday not the 1st

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

Every Student, Every Day, a Success

Grand Island Public Schools

Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91153	Amazon Cap Services Inc	Supplies	\$940.96
91154	Century Link	Telecommunications	\$324.06
91155	Clearly Communications	Telecommunications	\$1,033.77
91156	Constance L Palu	Mileage	\$39.30
91157	First Bankcard Center/Visa	Dues and Fees	\$244.00
91158	First Bankcard Center/Visa	Software	\$419.90
91159	First Bankcard Center/Visa	Employee Training	\$1,590.00
91160	First Bankcard Center/Visa	Supplies	\$481.10
91161	First Bankcard Center/Visa	Supplies	\$1,710.27
91162	First Bankcard Center/Visa	Employee Training	\$936.48
91163	First Bankcard Center/Visa	Supplies	\$135.35
91164	First Bankcard Center/Visa	Supplies	\$435.95
91165	First Bankcard Center/Visa	Technical Services	\$13,558.00
91166	First Bankcard Center/Visa	Travel	\$598.81
91167	First Bankcard Center/Visa	Supplies	\$321.00
91168	First Bankcard Center/Visa	Travel	\$8,701.77
91169	First Bankcard Center/Visa	Custodial Materials	\$448.84
91170	First Bankcard Center/Visa	Dues and Fees	\$244.00
91171	First Bankcard Center/Visa	Supplies	\$97.67
91172	First Bankcard Center/Visa	Supplies	\$81.98
91173	First Bankcard Center/Visa	Supplies	\$738.32
91174	First Bankcard Center/Visa	Software	\$496.31
91175	First Bankcard Center/Visa	Supplies	\$583.72
91176	First Bankcard Center/Visa	Employee Training	\$520.00
91177	First Bankcard Center/Visa	Dues and Fees	\$385.00
91178	First Bankcard Center/Visa	Supplies	\$19.94
91179	First Bankcard Center/Visa	Travel	\$13,057.27
91180	First Bankcard Center/Visa	Software	\$43.45
91181	First Bankcard Center/Visa	Misc Expenditures	\$299.99
91182	Grand Island Public Schools Nutrition Sv	Emp Benefits	\$1,654.50
91183	Jade Johnson	Misc Expenditures	\$1,300.00
91184	Kay L Niebuhr	Supplies	\$26.88
91185	Kay Obermiller	Software	\$29.90
91186	Kelli Mayhew	Mileage	\$187.99
91187	Kelsey Weakland	Mileage	\$34.06
91188	Kirk Stutzman	Supplies	\$2.25
91189	Luke Sutherland	Travel	\$131.19
91190	Maggie E Mintken	Travel	\$131.19
91191	Makemusic	Software	\$1,683.00
91192	Marks Plumbing Parts	Supplies	\$322.74
91193	Matheson Tri Gas Inc	Supplies	\$804.42
91194	MC Dean	Technical Services	\$5,456.33
91195	Mechanical Sales Inc	Supplies	\$4,269.63
91196	Menards	Supplies	\$655.23
91197	Mid-Nebraska Disposal Inc	Waste Management	\$90.00
91198	Multi-Health Systems	Supplies	\$298.72
91199	Music Is Elementary	Books	\$48.90
91200	NAPA Auto Parts of Grand Island	Supplies	\$324.10
91201	National Council for Community &	Dues and Fees	\$3,500.00
91202	Next Generation Recreation	Supplies	\$2,323.67
91203	Northwestern Energy	Utility	\$9.15
91204	Olsson Associates	Other Equipment	\$12,200.00
91205	Overhead Door Of Grand Island	Technical Services	\$105.00

Grand Island Public Schools

Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91206	Panchita Portillo	Mileage	\$16.37
91207	Paper Tiger Shredding Inc	Waste Management	\$255.00
91208	Perry Guthery Haase & Gessford PC	Contracted Legal Services	\$3,718.40
91209	Pomp's Tire Service Inc	Repairs	\$508.88
91210	Rentokil North America Inc	Technical Services	\$186.45
91211	Rocky Mountain Segway	Supplies	\$856.66
91212	Safety-Kleen Corporation	Technical Services	\$725.85
91213	Sams Club Direct	Supplies	\$1,246.94
91214	Scantron Corporation	Supplies	\$2,906.92
91215	School Specialty Inc	Supplies	\$932.94
91216	Sherwin Williams Company	Supplies	\$136.20
91217	Staples Business Credit	Supplies	\$251.01
91218	Striv AV LLC	Technology Supplies	\$756.00
91219	Susan K Stuhr	Mileage	\$19.65
91220	Unite Private Networks LLC	Telecommunications	\$25,908.69
91221	US Postal Service (Quadiant POC)	Postage	\$4,000.00
91222	Ace Hardware	Supplies	\$7.48
91223	Amazon Cap Services Inc	Supplies	\$137.74
91224	Bianca Ball	Mileage	\$0.00
91225	Blanca Estela Almaguer	Mileage	\$38.58
91226	Carolyn Arends	Mileage	\$36.09
91227	Chesterman Company	Food	\$1,093.96
91228	Cynthia Montes	Mileage	\$17.03
91229	Dina Goscha	Mileage	\$26.59
91230	Greenberg Fruit Company	Produce	\$46,877.46
91231	Hanan Mohamet	Supplies	\$50.00
91232	Hiland Dairy Foods Company LLC	Milk	\$15,468.99
91233	Hobart	Repairs	\$425.50
91234	Jeanne Koehn	Mileage	\$13.76
91235	Kimberly Clegg	Mileage	\$11.40
91236	Lisa Moss	Mileage	\$106.50
91237	Michalle Willey	Mileage	\$26.20
91238	Midwest Restaurant Supply LLC	Repairs	\$2,738.07
91239	National Food Group Inc	Food	\$0.00
91240	Nicole Enck	Mileage	\$100.67
91241	Nicole Lemburg	Mileage	\$38.91
91242	Pamela Rivera	Mileage	\$12.05
91243	Pan-O-Gold Baking Co	Bread	\$2,273.60
91244	Peterson Farms Fresh Inc	Produce	\$4,093.74
91245	Renee Schwieger	Mileage	\$86.46
91246	Teresa Abuwisha	Mileage	\$24.76
91247	Tessa Kamilah Marie Holder	Mileage	\$13.36
91248	Theresa McCarthy	Mileage	\$37.66
91249	First Bankcard Center/Visa	Dues and Fees	\$558.00
91251	Cash-Wa Distributing	Food	\$61,703.91
91252	Pan-O-Gold Baking Co	Bread	\$1,233.50
91253	US Foods - Grand Island	Food	\$43,703.75
91254	Ace Hardware	Supplies	\$1,621.84
91255	ACP Direct	Supplies	\$235.75
91256	AcroMat	Custodial Materials	\$1,465.22
91257	Advanced Water Company Inc	Supplies	\$1,355.00
91258	Agricultural Service	Supplies	\$962.50
91259	AKRS Equipment Solutions Inc	Supplies	\$596.01

Grand Island Public Schools

Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91260	Alexandra Tjaden	Mileage	\$36.22
91261	Allo Communications LLC	Technical Services	\$640.00
91262	Almquist Maltzahn Galloway & Luth	Technical Services	\$540.00
91263	Amanda Bennett	Mileage	\$14.73
91264	Ameresco INC	Technical Services	\$11,136.00
91265	Anderson Ford Lincoln Mercury	Repairs	\$151.34
91266	Angela Amack	Lobbyist Fees	\$9,363.00
91267	Apple Computer Inc	Misc Expenditures	\$517.95
91268	Aramark Uniform Services	Technical Services	\$1,663.53
91269	Arbor Scientific	Supplies	\$196.44
91270	Arrowhead Forensics	Supplies	\$710.41
91271	Awards Plus	Technical Services	\$267.75
91272	Barbara Franke	Mileage	\$34.78
91273	Bruce Kier	Mileage	\$8.06
91274	Bryn Carriker	Mileage	\$17.55
91275	Cara Kuhl	Mileage	\$37.92
91276	Cline Williams Wright Johnson	Contracted Legal Services	\$1,170.00
91277	Computer Hardware	Technology Supplies	\$4,796.00
91278	Connie Voss	Mileage	\$26.20
91279	Copycat Instant Printing	Printing & Binding	\$2,642.14
91280	Danielle Buhrman	Mileage	\$76.70
91281	Danielle Haak	Travel	\$131.19
91282	Eric Kowalski	Mileage	\$55.94
91283	Evan Lee	Mileage	\$107.22
91284	Grand Island Independent	Advertising	\$344.74
91285	Grand Island Utilities Dept	Electricity	\$101,743.16
91286	Haley Wiemers	Technical Services	\$800.00
91287	Hamilton Information Systems Inc	Technical Services	\$700.00
91288	Hamilton Information Systems Inc	Technology-Related Hardware	\$5.00
91289	Holiday Express	Student Transportation	\$770.00
91290	Jasmin Kunz	Mileage	\$79.71
91291	Karma L Lewandowski	Mileage	\$106.83
91292	Karmyn R Barnes	Mileage	\$13.76
91293	Kelly Supply Co	Supplies	\$237.40
91294	Kendall/Hunt Publishing Co	Books	\$2,170.19
91295	Kenneth DeFrank	Mileage	\$44.41
91296	Kristin Watson	Mileage	\$14.74
91297	Lakeshore Learning Materials	Supplies	\$1,898.10
91298	Leadership Tomorrow	Employee Training	\$3,000.00
91299	Learning Services International & The Ma	Professional Education Services	\$2,000.00
91300	Loria Thunker	Mileage	\$18.08
91301	Love Signs	Technical Services	\$135.00
91302	Lynn Bender	Mileage	\$36.48
91303	Meg Trout	Mileage	\$53.58
91304	Megan Jo Ahrens	Mileage	\$40.68
91305	Melissa Luthi-Placke	Mileage	\$18.86
91306	Meredith Davis	Mileage	\$155.30
91307	Sara Yount	Mileage	\$15.79
91308	Suyapa Gonzalez	Mileage	\$173.12
91309	Tarjimly	Other Prof Services	\$1,058.40
91310	Teresita Westover	Mileage	\$16.18
91311	The Home Depot Pro	Custodial Materials	\$42,808.40
91312	TK Elevator Corporation	Technical Services	\$1,768.08

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Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91313	Tom Dinsdale Chevrolet Cadillac	Repairs	\$192.79
91314	Toofast Supply	Supplies	\$486.89
91315	Tool Barn Rentals Inc	Technical Services	\$400.00
91316	Trego Dugan Aviation of Grand Island Inc	Supplies	\$158.40
91317	Uline	Supplies	\$723.28
91318	UniFirst Corporation	Supplies	\$94.50
91319	United Way of the Midlands	Professional Education Services	\$10,000.00
91320	Varsity Spirit LLC	Other Prof Services	\$2,158.19
91321	Verizon Wireless	Telecommunications	\$315.29
91322	Village Cleaners	Technical Services	\$942.64
91323	Wex Bank	Fuel	\$3,393.99
91324	Wex Bank	Fuel	\$4,311.17
91325	Wex Bank	Fuel	\$2,131.76
91326	Wex Bank	Fuel	\$1,754.56
91327	Winsupply of Grand Island	Supplies	\$6,237.43
91328	Woodwards Disposal Service Inc	Waste Management	\$350.00
91329	Yandas Music	Supplies	\$2,040.53
91330	Megan L Jaixen	Professional Education Services	\$10,725.85
91331	Amazon Cap Services Inc	Supplies	\$11,272.38
91332	Amazon Cap Services Inc	Supplies	\$5,022.30
91333	Century Link	Telecommunications	\$1,004.68
91334	College Board	Software	\$42,787.00
91335	DAS State Accounting - Central Finance	Telecommunications	\$267.63
91336	First Bankcard Center/Visa	Supplies	\$635.00
91337	First Bankcard Center/Visa	Employee Training	\$2,250.00
91338	First Bankcard Center/Visa	Advertising	\$649.25
91339	First Bankcard Center/Visa	Travel	\$10,556.01
91340	First Bankcard Center/Visa	Supplies	\$2,031.20
91341	First Bankcard Center/Visa	Software	\$21.49
91342	First Bankcard Center/Visa	Employee Training	\$943.27
91343	First Bankcard Center/Visa	Supplies	\$47.04
91344	First Bankcard Center/Visa	Dues and Fees	\$213.35
91345	First Bankcard Center/Visa	Employee Training	\$1,006.00
91346	Jeanie Schmidt	Professional Education Services	\$1,860.00
91347	Kirk Stutzman	Supplies	\$120.40
91348	Marks Plumbing Parts	Supplies	\$46.00
91349	Martha Delgado	Misc Expenditures	\$140.90
91350	Matheson Tri Gas Inc	Supplies	\$228.00
91351	Menards	Supplies	\$283.61
91352	Micki Nuss	Supplies	\$55.86
91353	Mid-Nebraska Disposal Inc	Waste Management	\$333.00
91354	Midwest Alarm Services	Technical Services	\$3,330.26
91355	Mikes Glass Tinting	Technical Services	\$125.00
91356	Nebraska Association Of School Boards	Employee Training	\$100.00
91357	Nebraska Association of Technology Admin	Employee Training	\$65.00
91358	Nebraska Council of School Administrator	Employee Training	\$385.00
91359	Nebraska Council of School Administrator	Dues and Fees	\$385.00
91360	Nebraska Council of School Administrator	Dues and Fees	\$40.00
91361	Nebraska Council of School Administrator	Dues and Fees	\$644.00
91362	Nebraska School Public Relations Assoc	Dues and Fees	\$35.00
91363	Omaha World-Herald	Advertising	\$5,542.80
91364	One Source	Technical Services	\$4,078.65
91365	Policy Studies Associates Inc	Professional Education Services	\$9,166.67

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Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91366	Quill Corporation	Supplies	\$1,374.98
91367	Really Great Reading Company LLC	Supplies	\$1,481.04
91368	Rentokil North America Inc	Technical Services	\$1,800.00
91369	Sandra Ellen Ponce	Student Transportation	\$77.82
91370	Sapp Bros Petroleum Inc	Supplies	\$1,860.00
91371	Scholastic Inc.	Books	\$3,944.78
91372	School Health Corporation	Supplies	\$5,043.02
91373	Scripps National Spelling Bee	Dues and Fees	\$187.50
91374	Season Mellema	Travel	\$212.19
91375	Sherwin Williams Company	Supplies	\$172.71
91376	Soliant Health LLC	Professional Education Services	\$38,009.86
91377	State Glass Inc	Technical Services	\$2,980.00
91378	Stelling Brass & Winds	Other Prof Services	\$1,787.75
91379	Super Saver Five Points	Supplies	\$1,207.91
91380	SysCloud Inc	Software	\$13,824.00
91381	Toni Palmer	Mileage	\$192.57
91382	Verizon Connect Fleet USA L	Repairs	\$3,106.10
91383	Cash-Wa Distributing	Food	\$18,626.32
91384	Hiland Dairy Foods Company LLC	Milk	\$19,401.81
91385	Amazon Cap Services Inc	Supplies	\$38.00
91386	Bianca Ball	Mileage	\$43.10
91387	Chesterman Company	Food	\$446.11
91388	EMS Linq Inc	Technical Services	\$19.20
91389	Greenberg Fruit Company	Produce	\$4,760.34
91390	Hobart	Repairs	\$510.08
91391	Host Coffee	Supplies	\$141.20
91392	HyVee	Food	\$116.75
91393	Midwest Restaurant Supply LLC	Repairs	\$6,117.32
91394	Mighty Ducts	Repairs	\$2,225.00
91395	National Food Group Inc	Food	\$23,639.10
91396	Pan-O-Gold Baking Co	Bread	\$886.00
91397	Peterson Farms Fresh Inc	Produce	\$5,913.18
91398	Sally Grandon	Supplies	\$50.00
91399	Sams Club Direct	Supplies	\$458.04
91400	US Foods - Grand Island	Food	\$25,675.54
91401	VVS Inc	Food	\$330.34
91402	AKRS Equipment Solutions Inc	Supplies	\$13.50
91403	Anabel Gonzalez	Travel	\$131.19
91404	Audriana Kaelin Camacho	Mileage	\$40.94
91405	Bjorem Speech Publications	Supplies	\$69.00
91406	Blick Art Materials	Supplies	\$7,604.83
91407	Border States Industries Inc	Supplies	\$5,430.95
91408	Bosselman Energy Inc	Supplies	\$106.85
91409	Brackers Good Earth Clays Inc	Supplies	\$2,310.00
91410	Breakout EDU	Supplies	\$168.00
91411	Cannon Moss Brygger & Assoc	Other Prof Services	\$1,200.00
91412	Capital Business Systems Inc	Technical Services	\$18,118.92
91413	CDW Government	Technology Supplies	\$653.40
91414	City of Grand Island	Technical Services	\$300.86
91415	Cline Williams Wright Johnson	Contracted Legal Services	\$2,300.00
91416	Culligan of Grand Island	Technical Services	\$930.35
91417	Grand Island Independent	Advertising	\$644.80
91418	Grand Island Utilities Dept	Electricity	\$62,678.11

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Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91419	Grant Boyer	Supplies	\$15.66
91420	Jaynie Maree Hawkins	Travel	\$131.19
91421	JW Pepper Son Inc	Supplies	\$211.22
91422	Katina Isele	Mileage	\$20.31
91423	Kevin Watson	Mileage	\$17.79
91424	Learning Services International & The Ma	Technical Services	\$42,332.00
91425	Robert Bishop	Mileage	\$82.73
91426	Verizon Wireless	Telecommunications	\$1,456.06
91427	First Bankcard Center/Visa	Travel	\$6,296.72
91428	Amazon Cap Services Inc	Supplies	\$297.62
91429	Cash-Wa Distributing	Food	\$72,664.41
91430	Culligan of Grand Island	Supplies	\$492.95
91431	Hiland Dairy Foods Company LLC	Milk	\$17,148.13
91432	Pan-O-Gold Baking Co	Bread	\$1,158.80
91433	Pan-O-Gold Baking Co	Bread	\$405.00
91434	Amanda Smith	Mileage	\$12.57
91435	Amazon Cap Services Inc	Supplies	\$6,422.72
91436	Andrew Monson	Technical Services	\$3,300.00
91437	Bethany Schlegel	Travel	\$276.50
91438	Breanna Rose	Mileage	\$13.62
91439	Charter Communications Holdings LLC	Telecommunications	\$59.99
91440	Claudia Demko Reno	Mileage	\$130.73
91441	David M Nieves	Professional Education Services	\$570.00
91442	Estela Morales De Camey	Mileage	\$14.87
91443	Jenny Lynn Rother	Mileage	\$133.68
91444	Joni Pritchard	Mileage	\$206.25
91445	Katelin Probasco	Mileage	\$24.69
91446	Kimberly Madison	Travel	\$276.50
91447	Kristin L Schultz	Travel	\$276.50
91448	Mechanical Sales Inc	Technical Services	\$15,738.66
91449	Melinda Sturgill	Mileage	\$8.45
91450	Menards	Supplies	\$1,186.69
91451	Michael Monson	Technical Services	\$3,300.00
91452	Midwest Alarm Services	Technical Services	\$2,205.43
91453	Midwest Hydraulic	Technical Services	\$518.05
91454	Multi-Health Systems	Supplies	\$45.00
91455	NaMaws Smokehouse	Supplies	\$380.00
91456	Nebraska Association Of School Boards	Employee Training	\$2,662.00
91457	Nebraska Council of School Administrator	Employee Training	\$200.00
91458	Nebraska U C Fund	Unemployment Comp Pd	\$14,268.00
91459	Northwestern Energy	Utility	\$3,318.65
91460	Pamela Stubblefield	Mileage	\$21.81
91461	Prime Communications Inc	Technology-Related Hardware	\$31,860.12
91462	Reams Sprinkler Supply Co	Supplies	\$508.63
91463	Rentokil North America Inc	Technical Services	\$563.42
91464	Safety-Kleen Corporation	Technical Services	\$228.43
91465	Sara Robinson	Mileage	\$24.89
91466	Scarecrow Patch	Supplies	\$2,093.00
91467	School Specialty Inc	Supplies	\$372.34
91468	Sherwin Williams Company	Supplies	\$403.36
91469	Shiffler Equipment Sales Inc	Furniture and Fixtures	\$7,392.00
91470	SmartProcure Inc	Software	\$3,000.00
91471	State Glass Inc	Technical Services	\$335.55

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Reference	Payee	Description	Amount
91472	Steven Strand	Mileage	\$79.32
91473	Stuhr Museum Of The Prairie Pioneer	Professional Education Services	\$4,739.00
91474	Super Saver	Misc Expenditures	\$972.22
91475	Super Saver Five Points	Supplies	\$1,682.77
91476	Toni Palmer	Mileage	\$71.33
91477	Tyler Madison	Travel	\$627.32
91478	A & D Technical Supply Co	Supplies	\$1,014.36
91479	Ace Hardware	Supplies	\$209.72
91480	Acellus Educational Services LLC	Software	\$13,146.00
91481	Advanced Bionics	Supplies	\$693.00
91482	Agricultural Service	Supplies	\$1,075.00
91483	AKRS Equipment Solutions Inc	Supplies	\$694.08
91484	Anderson Ford Lincoln Mercury	Repairs	\$829.14
91485	Apple Computer Inc	Technology Supplies	\$2,191.80
91486	Aramark Uniform Services	Technical Services	\$182.12
91487	Axtell Community School District 501	Professional Education Services	\$18,000.00
91488	Beth Hubl	Supplies	\$7.25
91489	Bruce Kier	Mileage	\$2.69
91490	Cara Kuhl	Mileage	\$48.73
91491	Chief Construction Company	Other Equipment	\$1,561.00
91492	Churchich Recreation Equipment, LLC	Supplies	\$954.38
91493	Clarissa Gillham	Mileage	\$53.71
91494	Cline Williams Wright Johnson	Contracted Legal Services	\$1,252.42
91495	Communications Supply Corp	Technical Services	\$855.50
91496	Computer Hardware	Technology Supplies	\$4,494.00
91497	Construction Rental	Supplies	\$137.00
91498	Corinne Ellerson	Mileage	\$59.08
91499	Crescent Electric Supply	Supplies	\$19.97
91500	Culligan of Grand Island	Technical Services	\$302.70
91501	Cynthia Friedman	Mileage	\$14.21
91502	Data Management Inc	Supplies	\$4,011.50
91503	District Management Group LLC	Software	\$12,600.00
91504	Dobesh Land Leveling	Technical Services	\$8,000.44
91505	Douglas County School Dist 001 Omaha Pub	Employee Training	\$50.00
91506	Eakes Office Solutions	Supplies	\$3,764.41
91507	Eberl Plumbing & Drain	Technical Services	\$1,700.00
91508	Edmentum Inc	Software	\$23,650.00
91509	Educational Service Unit 11	Employee Training	\$0.00
91510	Educational Service Unit 7	Services	\$585.00
91511	Emmaline Goodman	Mileage	\$23.78
91512	Essential Personnel Inc	Cleaning Services	\$5,776.17
91513	Evan Lee	Mileage	\$61.64
91514	Floors Inc	Technical Services	\$1,605.85
91515	Gadiel Aguilar	Technical Services	\$96.00
91516	GI Family Radio KRGI	Advertising	\$2,520.00
91517	Globe Ticket	Supplies	\$1,795.00
91518	Gottlob Asphalt, LLC	Technical Services	\$932.00
91519	Grand Island Independent	Advertising	\$14.40
91520	Grand Island Utilities Dept	Electricity	\$53,364.92
91521	Gustave A Larson Company	Supplies	\$898.01
91522	Hausmann Construction Inc	Technical Services	\$15,000.00
91523	Head Start Family Dev Program	Other Prof Services	\$48,082.27
91524	Helgoth's Pumpkin Patch	Professional Education Services	\$513.00

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Claims Listing

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Reference	Payee	Description	Amount
91525	Hesselgesser Electric	Supplies	\$776.00
91526	Holiday Express	Student Transportation	\$900.00
91527	Hooker Bros Sand & Gravel Inc	Supplies	\$206.70
91528	Instrumentalist Awards LLC	Supplies	\$279.00
91529	Interstate All Battery Center	Supplies	\$29.99
91530	IPEVO Inc	Supplies	\$253.30
91531	Ivette Gurrola	Mileage	\$13.76
91532	IXL Membership Services	Supplies	\$99.00
91533	Jacqueline Juarez Meier	Mileage	\$118.16
91534	Jeff Westerby	Mileage	\$120.65
91535	Jessica Coleman	Supplies	\$31.79
91536	Jessica Enck	Mileage	\$24.17
91537	John Dalton Ambrose Johnson	Mileage	\$39.57
91538	Johnson Hardware	Supplies	\$870.00
91539	JW Pepper Son Inc	Supplies	\$2,063.11
91540	Kaitlyn Hesman	Mileage	\$37.66
91541	Kassandra West	Mileage	\$49.26
91542	Kathryn Wilkinson	Mileage	\$21.22
91543	Katie Wollenburg	Mileage	\$18.47
91544	Kelly Supply Co	Supplies	\$894.81
91545	Kens Appliance Inc	Supplies	\$881.10
91546	Kristen Hahn	Mileage	\$120.98
91547	Krueger International Inc	Furniture and Fixtures	\$14,451.00
91548	Krysta Huse	Mileage	\$20.96
91549	Lakeshore Learning Materials	Books	\$3,361.00
91550	Lamar Companies	Advertising	\$600.00
91551	Laser Works	Supplies	\$174.30
91552	Lightspeed Technologies Inc	Supplies	\$784.00
91553	Literacy Resources LLC	Software	\$89.00
91554	Loria Thunker	Mileage	\$63.73
91555	Lura M Townsend	Mileage	\$3.54
91556	Marcy R Krolkowski	Mileage	\$25.35
91557	Megan Jo Ahrens	Mileage	\$55.35
91558	Michelle Thorne	Mileage	\$29.48
91559	Renee Ekhoﬀ	Supplies	\$37.80
91560	Sara Yount	Mileage	\$231.71
91561	Selima Arabab	Technical Services	\$84.00
91562	Stephanie Riak Akuei	Supplies	\$33.59
91563	Suyapa Gonzalez	Travel	\$60.00
91564	Sydney Hespe	Mileage	\$31.11
91565	TAESE USU	Employee Training	\$2,250.00
91566	The Home Depot Pro	Custodial Materials	\$20,990.04
91567	The Prophet Corporation	Supplies	\$42.05
91568	Therese Hulme	Mileage	\$87.97
91569	Tom Dinsdale Chevrolet Cadillac	Repairs	\$154.19
91570	Tri-Cities Roofing and Sheet Metal	Technical Services	\$363.19
91571	Tyler Technologies Inc	Employee Training	\$900.00
91572	Uline	Supplies	\$2,653.21
91573	UniFirst Corporation	Supplies	\$94.50
91574	United Seating and Mobility LLC	Supplies	\$199.00
91575	Varsity Spirit LLC	Supplies	\$1,337.50
91576	Village Cleaners	Technical Services	\$191.10
91577	Western Psychological Services	Supplies	\$165.00

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Reference	Payee	Description	Amount
91578	Winsupply of Grand Island	Supplies	\$3,696.72
91579	Woodriver Energy LLC	Utility	\$13,603.52
91580	Yandas Music	Supplies	\$592.47
91581	Ziller Tile Center	Supplies	\$43.46
91582	Quill Corporation	Supplies	\$45.88
91583	Epp Foundation Repair	Technical Services	\$12,003.50
91584	Stock-Trak Inc	Software	\$3,600.00
91585	Abby Stoddard	Mileage	\$91.83
91586	Amazon Cap Services Inc	Supplies	\$5,140.21
91587	Anneris Shafer	Mileage	\$66.02
91588	Claudia Demko Reno	Supplies	\$30.00
91589	Constance L Palu	Mileage	\$35.37
91590	Dan Petsch	Mileage	\$84.82
91591	Daniela Reyes Machuca	Technical Services	\$96.00
91592	Danielle Ryan	Mileage	\$37.99
91593	Danny Oberg	Rentals	\$3,100.00
91594	Elda Leticia Martinez Cruz	Mileage	\$66.94
91595	Elizabeth Gabriel Pintor	Technical Services	\$129.00
91596	Emily McPherson	Mileage	\$26.20
91597	Emily Olmedo Hernandez	Technical Services	\$81.00
91598	Emily Rodriguez Sosa	Technical Services	\$117.00
91599	Helen Sagastume Perez	Technical Services	\$153.00
91600	Jeff McQuinn	Fuel	\$83.15
91601	Johanna Noriega	Mileage	\$73.56
91602	Joni Pritchard	Travel	\$48.00
91603	Judy Rivera Cabrera	Technical Services	\$51.00
91604	Kimberly Perez Veliz	Technical Services	\$33.00
91605	Kris McMullen	Mileage	\$43.09
91606	Marks Plumbing Parts	Supplies	\$292.31
91607	Marty Markvicka	Mileage	\$56.06
91608	Mary Cruz Rodriguez Contreras	Technical Services	\$24.00
91609	Meghan Roeser	Travel	\$276.50
91610	Menards	Supplies	\$488.00
91611	Mid-Nebraska Disposal Inc	Waste Management	\$10,991.77
91612	Midwest Alarm Services	Technical Services	\$1,925.00
91613	Midwest Restaurant Supply LLC	Supplies	\$2,009.73
91614	Miguel Morales Ochoa	Supplies	\$258.83
91615	Nebraska Council of School Administrator	Dues and Fees	\$1,240.00
91616	Oscar Morales	Mileage	\$14.67
91617	Pamela Stubblefield	Mileage	\$7.07
91618	Panchita Portillo	Mileage	\$60.91
91619	Playcore Wisconsin Inc	Supplies	\$308.54
91620	Pomp's Tire Service Inc	Supplies	\$26.38
91621	Rachel Fleming	Misc Expenditures	\$235.00
91622	Reams Sprinkler Supply Co	Supplies	\$181.12
91623	Redbird Flight Simulations Inc	Technical Services	\$173.09
91624	Rentokil North America Inc	Technical Services	\$84.75
91625	Rhonda Standage	Mileage	\$26.52
91626	Safety-Kleen Corporation	Supplies	\$238.10
91627	Sandra Ellen Ponce	Student Transportation	\$63.67
91628	Sherwin Williams Company	Supplies	\$390.18
91629	State Glass Inc	Supplies	\$20.13
91630	US Postal Service (Quadient POC)	Postage	\$4,000.00

Grand Island Public Schools

Claims Listing

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Reference	Payee	Description	Amount
91631	Blanca Estela Almaguer	Mileage	\$38.58
91632	Carolyn Arends	Mileage	\$36.09
91633	Cash-Wa Distributing	Food	\$23,890.78
91634	Cecilia Hormachea De La Roza	Mileage	\$12.58
91635	Chesterman Company	Food	\$824.88
91636	Continental Battery Company	Repairs	\$1,150.17
91637	Cynthia Montes	Mileage	\$17.03
91638	Dina Goscha	Mileage	\$13.62
91639	EMS Linq Inc	Technical Services	\$0.00
91640	First Bankcard Center/Visa	Food	\$0.00
91641	Gabriel Aguilar	Supplies	\$34.48
91642	Greenberg Fruit Company	Produce	\$19,598.70
91643	Hiland Dairy Foods Company LLC	Milk	\$19,112.11
91644	HyVee	Food	\$200.77
91645	Jeanne Koehn	Mileage	\$31.44
91646	Kimberly Clegg	Mileage	\$13.82
91647	LeAnn Masat	Mileage	\$3.93
91648	Marcos Andres Ramirez	Mileage	\$9.76
91649	Michalle Willey	Mileage	\$14.54
91650	Nicole Enck	Mileage	\$74.67
91651	Nicole Lemburg	Mileage	\$38.91
91652	Pamela Rivera	Mileage	\$8.38
91653	Pan-O-Gold Baking Co	Bread	\$5,059.80
91654	Peterson Farms Fresh Inc	Produce	\$5,458.32
91655	Raynor Garage Doors of Central Nebraska	Repairs	\$2,755.00
91656	Renee Schwieger	Mileage	\$77.81
91657	Teresa Abuwisha	Mileage	\$21.22
91658	Tessa Kamilah Marie Holder	Mileage	\$45.98
91659	The Home Depot Pro	Paper Products or Chemicals	\$30.00
91660	Theresa McCarthy	Mileage	\$31.11
91661	US Foods - Grand Island	Food	\$36,974.86
91662	Ace Hardware	Supplies	\$1,080.84
91663	Amanda Bennett	Mileage	\$26.20
91664	Arthur Gallagher Risk Management Service	Insurance	\$3,483.42
91665	ASCD	Dues and Fees	\$89.00
91666	Audriana Kaelin Camacho	Mileage	\$32.75
91667	Axtell Community School District 501	Professional Education Services	\$28,000.00
91668	B & H Photo-Video Inc	Technology Supplies	\$112.32
91669	BG Peterson Co	Supplies	\$57.32
91670	Blake Teichmeier	Travel	\$276.50
91671	Blick Art Materials	Supplies	\$1,176.34
91672	Border States Industries Inc	Supplies	\$3,738.59
91673	Bosselman Energy Inc	Supplies	\$71.61
91674	Brianna Briones Beltran	Technical Services	\$93.00
91675	Bryn Carriker	Mileage	\$19.39
91676	Capital Business Systems Inc	Technical Services	\$302.43
91677	Capstone	Software	\$3,398.00
91678	Carolina Biological Supply	Supplies	\$2,352.29
91679	Carrot-Top	Supplies	\$3,764.49
91680	CDW Government	Technology Supplies	\$907.60
91681	Central Community College	Software	\$6,191.40
91682	Chris's Car Wash & Quick Lube	Repairs	\$32.97
91683	City of Grand Island	Waste Management	\$81.05

Grand Island Public Schools

Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
91684	Communications Engineering	Supplies	\$987.00
91685	Control Services Inc	Supplies	\$1,748.00
91686	CoolSpeak Dream Funding	Professional Education Services	\$37,500.00
91687	Copycat Instant Printing	Printing & Binding	\$11,303.52
91688	Crescent Electric Supply	Supplies	\$505.43
91689	Danielle Buhrman	Mileage	\$56.92
91690	Dawn Deuel-Rutt	Mileage	\$40.64
91691	DBQ Project	Software	\$16,875.00
91692	Discount Magazine Sub Service	Books	\$272.76
91693	Eakes Office Solutions	Other Equipment	\$41,927.42
91694	Eberl Plumbing & Drain	Supplies	\$1,530.82
91695	Educational Service Unit 10	Employee Training	\$100.00
91696	Educational Service Unit 16	Software	\$6,698.00
91697	Educational Service Unit 7	Services	\$1,265.00
91698	Educational Theatre Association	Dues and Fees	\$129.00
91699	Educators Rising Nebraska	Dues and Fees	\$100.00
91700	Elizabeth Boyle	Travel	\$276.50
91701	Essential Personnel Inc	Cleaning Services	\$1,572.28
91702	Grand Island Utilities Dept	Electricity	\$35,341.98
91703	Holiday Express	Student Transportation	\$22,120.00
91704	Isaura Bacilio Martin	Technical Services	\$138.00
91705	Jami Lee Dutcher	Mileage	\$86.13
91706	Karisa Dubbs	Mileage	\$77.88
91707	Lance Creech	Supplies	\$18.28
91708	Lynn Bender	Mileage	\$47.49
91709	Meredith Davis	Mileage	\$156.02
91710	Michelle Dorszynski	Mileage	\$39.63
91711	Mitchell Kresnik	Supplies	\$23.10
91712	Nicole Dietz	Travel	\$276.50
91713	Robert Bishop	Mileage	\$101.07
91714	Rod Foley	Travel	\$276.50
91715	Sarah Dramse	Mileage	\$54.50
91716	Shelley Eickhoff	Mileage	\$19.65
91717	Stacy A Laue	Travel	\$276.50
91718	Sue Ann Bainter	Other Prof Services	\$695.28
91719	Tyler Technologies Inc	Employee Training	\$600.00
91720	Verizon Wireless	Telecommunications	\$120.03
	US Postal Service	Box Rent	\$2,000.00
	Grand Island Public Schools Activity Fun	Fund Transfer	\$242,000.00
	Grand Island Public Schools Activity Fun	Fund Transfer	\$174,765.00
	Perry Reid Construction LLC	Security Vestibule	\$24,939.31
	Central Nebraska Education Agency	Lease	\$49,999.99
	Holiday Express	Student Transportation	\$239,165.66
	Medsurety	Employee Benefits	\$492.00
	Mid Plains Construction Company	Security Vestibule	\$63,385.04
	Soliant Health LLC	Contracted Services	\$17,902.98
	Soliant Health LLC	Contracted Services	\$22,787.48
	Soliant Health LLC	Contracted Services	\$616.00
	Soliant Health LLC	Contracted Services	\$18,075.80
	Soliant Health LLC	Contracted Services	\$2,354.00
	Soliant Health LLC	Contracted Services	\$19,242.80
	Soliant Health LLC	Contracted Services	\$3,193.25
	Ombudsman Educational Services, LTD	Tuition	\$167,352.50

Grand Island Public Schools

Claims Listing

November 9, 2023

Reference	Payee	Description	Amount
	Business Essentials	Annual Paper purchase	\$27,888.00
	Business Essentials	Annual Paper purchase	<u>\$55,776.00</u>
		October Claims	<u>\$3,045,946.32</u>
		October 13, 2023 Payroll	<u>\$9,575,029.65</u>
			<u><u>\$12,620,975.97</u></u>

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

**STAFF ADJUSTMENT
November 9th, 2023**

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Marcos Ramirez	Assistant Director of Child Nutrition/1.0 FTE/Kneale	10/16/2023	MA	UNK	L. Rathman

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Tod Brandt	MS Boys Wrestling Assistant Coach/Barr	10/16/2023	A. Rippe
Joan Caraway	MS Girls Basketball Assistant Coach/Westridge	10/16/2023	M. Taylor
Triston Stearns	MS Boys Wrestling Assistant Coach/Walnut	10/16/2023	S. Fernau

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Yelienis Castro Nunez	Bilingual Paraeducator/Stolley Park	1.0	10/30/2030	New Position
Elizabeth Dethloff	Low Voltage Technician/Kneale	1.0	10/30/2023	New Position
Heather Gilliland	Server Elementary/Engleman	.50	10/30/2023	S. Shelton
Melinda Haag	Crossing Guard/Walnut	.3125	10/16/2023	M. Poland
Joel Henson	Special Education Behavior Support Paraprofessional/Wyandotte Skills	.9375	10/25/2023	Student Need
Yaquelin Juarez	Nutrition Services Assistant/Kneale	1.0	10/20/2023	J. Starkey
Madison Leetch	Special Education Paraeducator/Senior High Indra House	.9375	10/26/2023	A. Longly
Belcys Lopez	Special Education Paraeducator/Lincoln	.9375	10/09/2023	A. Brooks

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Christine Patterson	Special Education Paraprofessional/Wyandotte Skills	.9375	10/16/2023	S. Cook
Amanda Titus	Special Education Paraeducator/Wasmer	.9375	10/24/2023	J. Fitch
Megan Urban	Special Education Paraprofessional/Lincoln Skills	.9375	10/16/2023	S. Williams
Daryl White	Nutrition Services Assistant/Westridge	.6250	10/23/2023	A. Delcampo
Jeraldin Zurita-Meza	Bilingual Paraeducator/Lunchroom Monitor/Interpreter	1.0	10/23/2023	D. Alvarez Bell

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Alyssa Randall	SPED Resource/1.0 FTE/Barr	Personal	09/11/2023

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Anthony Rippe	MS Girls & Boys Wrestling Assistant Coach/Barr	Termination	10/19/2023
William Thompson	MS Boys Wrestling Head Coach/Barr	Did not start	10/16/2023

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Lexus Christensen	Elem & MS Paraeducator/.9375 FTE/Gates	Termination	10/11/2023
Arisleydis Fuentes Del Rio	Bilingual Paraeducator/.9375 FTE/West Lawn	Personal	10/11/2023
Aniston Gatto	Elem & MS Paraeducator/.9375 FTE/Jefferson	Termination	10/18/2023
Diana Goscha	Nutrition Services Assistant/1.0 FTE/Kneale	Personal	11/17/2023

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Arlene Longly	Special Paraeducator/.9375 FTE/Seinor High	New Position	10/11/2023
Norman Nelson	Head Custodian/1.0 FTE/Newell	Retirement	11/10/2023
Kaylee Tagel	Special Education Paraeducator/.9375 FTE/Walnut	Relocation	10/27/2023
Tristan Vick	Secondary Technology Assistant/1.0 FTE/Senior High	Personal	10/20/2023

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Stacie Faber	SPED Speech Therapy/ .10 FTE/Instructional Coach/.90 FTE/SPED	SPED Speech Therapy/ .90 FTE/Instructional Coach/.10 FTE/SPED	08/09/2023	Student Need
Whitney Kuhn	Counselor/.50 FTE/Starr/ .50 FTE/Stolley Park	Counselor/1.0 FTE/ Starr	08/09/2023	Student Need
Luis Mejia	Social Worker/.50 FTE/ Seedling Mile/.50 FTE/Gates	Social Worker/1.0 FTE/ Seedling Mile	08/09/2023	Student Need
Marla Rischling	Orchestra/1.0 FTE/Barr/ Walnut/Westridge	Orchestra/1.0 FTE/ Walnut	08/09/2023	Student Need
Amy Schley	Counselor/.50 FTE/Gates/ .50 FTE/Seedling Mile	Counselor/1.0 FTE/ Gates	08/09/2023	Student Need

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
John Mottle	MS Boys Wrestling Assistant Coach/Barr	MS Boys Wrestling Head Coach/Barr	10/19/2023	W. Thompson

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Jessica Fitch	Special Education Paraeducator/.9375 FTE/ Wasmer	Special Education Paraeducator/1.0 FTE/ Barr CBI	10/09/2023	B. Shaw
Sheryl Shelton	Elementary Server/.50 FTE/ Engleman	Satellite Clerk/.50 FTE/ Engleman	10/05/2023	A. Mora
Kelli Mayhew	Marketing & Communications Specialist/1.0 FTE/Kneale	Marketing & Communications Coordinator/1.0 FTE/Kneale	10/12/2023	New Title
Evelyn Quickbear	Special Education Paraeducator/.9375 FTE/ Senior High Indra House	Special Education Paraeducator/.9375 FTE/ Senior High	10/05/2023	T. Erickson

Certified Special Assignment

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
NONE			

Certified Special Assignment Resignations

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

Salary Schedule Movement for the 2023-2024 School Year

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Joan Caraway	Science/Westridge	MA+18 Step 9

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

Grand Island Public Schools

Fund Balances

Fiscal Year: 2023-2024

Month: November
 Year: 2023
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$27,817,283.91	\$28,242,512.59	(\$25,094,724.01)	\$0.00	\$30,965,072.49
02	Depreciation	\$2,817,190.45	\$0.00	(\$31,860.12)	\$0.00	\$2,785,330.33
03	Employee Benefit	\$3,227,666.22	\$28,221.92	(\$14,268.00)	\$0.00	\$3,241,620.14
04	Contingency	\$1,031,344.09	\$9,542.75	\$0.00	\$0.00	\$1,040,886.84
05	Activities	\$3,485,966.90	\$570,971.59	(\$473,426.76)	\$0.00	\$3,583,511.73
06	School Nutrition	\$3,185,394.97	\$135,097.62	(\$1,723,272.91)	\$0.00	\$1,597,219.68
07	Bond	\$7,512,631.97	\$2,001,821.13	\$0.00	\$0.00	\$9,514,453.10
08	Special Building	\$2,483,551.20	\$124,858.45	\$0.00	\$0.00	\$2,608,409.65
09	Qualified Capitol Purpose Undertaking	\$1,516,241.64	\$377,336.10	\$0.00	\$0.00	\$1,893,577.74
10	Cooperative	\$711,935.19	\$0.00	(\$94,999.99)	\$0.00	\$616,935.20
Grand Total:		\$53,789,206.54	\$31,490,362.15	(\$27,432,551.79)	\$0.00	\$57,847,016.90

End of Report



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
GI21127
GIPS Senior High Additions & Renovation
Grand Island, NE

CONTRACT INFORMATION:
Contract For: Single Prime

Date: May 25, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: September 14, 2023

OWNER: *(Name and address)*
Hall County School District 2
dba Grand Island Public Schools (GIPS)
PO Box 4904
Grand Island, NE 68802

ARCHITECT: *(Name and address)*
Cannon Moss Brygger & Associates, P.C.,
dba CMBA Architects
208 Pine St.
Suite 301
Grand Island, NE 68801

CONTRACTOR: *(Name and address)*
Perry Reid Construction
2930 Ridge Line Road
Suite 116
Lincoln, NE 68516

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


(1) COR #035 Hall of Honor Re-Design	ADD	\$6,641.75
(2) COR #036 Planter Existing Condition	ADD	\$5,518.19
(3) COR #037 Owner Portion of Civil Changes	ADD	\$7,444.08
(4) COR #040 Electrical at Coiling Doors	ADD	\$6,300.03
(5) COR #041 OHD Wood Jambs	ADD	\$710.09
(6) COR #042 Handicap Actuators	ADD	\$3,121.20
TOTAL		\$29,735.34


The original Contract Sum was	\$ 3,689,700.00
The net change by previously authorized Change Orders	\$ 77,980.14
The Contract Sum prior to this Change Order was	\$ 3,767,680.14
The Contract Sum will be increased by this Change Order in the amount of	\$ 29,735.34
The new Contract Sum including this Change Order will be	\$ 3,797,415.48

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 08/15/2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CMBA Architects
ARCHITECT (Firm name)

SIGNATURE
Jim Brisnehan, Principal Architect
PRINTED NAME AND TITLE
9-18-2023
DATE

Perry Reid Construction
CONTRACTOR (Firm name)

SIGNATURE
Bryon Casper, Project Manager
PRINTED NAME AND TITLE
9-20-2023
DATE

Grand Island Public Schools
OWNER (Firm name)
SIGNATURE
Dan Petsch, Dir. of Building & Grounds
PRINTED NAME AND TITLE
DATE

GIPS BOE Regular Meeting
Thursday, November 9, 2023 5:30 PM
Kneale Administration Building - Board Room

1. CALL TO ORDER

Speaker(s): Board President

2. ROLL CALL

Speaker(s): Mrs. Angela Dibbert

3. CONSENT AGENDA

Speaker(s): Board President

3.1. Minutes from the previous month's meeting

3.2. Acceptance of Agendas From Standing Committees

3.3. Claims as submitted

3.4. Staff Adjustments as submitted

3.5. Treasurer's Report as submitted

3.6. Change Orders as Documented

3.7. Approval of Agenda as submitted

4. REQUESTS TO ADDRESS THE BOARD

Speaker(s): Board President

5. INFORMATION ITEMS

5.1. American Civics Bi-yearly Report

Speaker(s): Dr. Evan Lee

5.2. Time & Attendance, Leaves Management, Substitute Placement Software

Speaker(s): Mr. Virgil Harden, Dr. Carrie Kolar, Mr. Cory Gearhart

5.3. Policy

5.3.1. 5441 AUTHORIZED USE OF DISTRICT VEHICLES

Speaker(s): Mr. Matt Fisher

5.3.2. 5510 FOOD SERVICES MANAGEMENT

Speaker(s): Mr. Matt Fisher

5.3.3. 5521 COPYRIGHT COMPLIANCE

Speaker(s): Mr. Matt Fisher

5.3.4. 5521.1 COPYRIGHT COMPLIANCE Addendum

Speaker(s): Mr. Matt Fisher

5.3.5. 5522 MAIL AND DELIVERY SERVICES

Speaker(s): Mr. Matt Fisher

5.3.6. 5530 INSURANCE MANAGEMENT

Speaker(s): Mr. Matt Fisher

6. ACTION ITEMS

6.1. Time & Attendance, Leaves Management, Substitute Placement Software

Speaker(s): Mr. Virgil Harden, Dr. Carrie Kolar, Mr. Cory Gearhart

6.2. 2481 NEWS MEDIA SERVICES AT BOARD MEETINGS on Final Read

Speaker(s): Mr. Matt Fisher

6.3. 5205 FACILITIES FOR MILK EXPRESSION on Final Read

Speaker(s): Mr. Matt Fisher

6.4. 5210 SAFETY PROGRAMS on Final Read

Speaker(s): Mr. Matt Fisher

6.5. 5220 FIRST AID on Final Read

Speaker(s): Mr. Matt Fisher

6.6. 5312 STUDENT CONDUCT ON SCHOOL BUSES on Final Read

Speaker(s): Mr. Matt Fisher

6.7. 5312.1 Student Conduct on School Buses Contract on Final Read

Speaker(s): Mr. Matt Fisher

6.8. 5320 SCHOOL TRANSPORTATION SAFETY PROGRAM on Final Read

Speaker(s): Mr. Matt Fisher

6.9. 5320.1 School Transportation Safety Program Guidelines on Final Read

Speaker(s): Mr. Matt Fisher

6.10. 5322 TRANSPORTATION EXTRACURRICULAR ACTIVITIES on Final Read

Speaker(s): Mr. Matt Fisher

7. REPORTS

7.1. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Lindsey Jurgens

7.2. Student Representative Report

Speaker(s): Ms. Adilene Beltran

7.3. Superintendent Report

Speaker(s): Mr. Matt Fisher

8. EXECUTIVE SESSION FOR THE PURPOSE OF NEGOTIATIONS AND THE SUPERINTENDENT'S EVALUATION 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. NOTIFICATION OF UPCOMING BOARD MEETINGS

12. ADJOURNMENT



**TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904**

QUOTE # : Q024863

CONTRACT START DATE : 11/10/2023

CLIENT INFORMATION

Purchased for: Grand Island Public Schools
Bill To: Grand Island Public Schools

Contract Contact Name: Virgil Harden

Contract Contact Email: vharden@gips.org

Billing Address: 123 S Webb Rd

Grand Island Nebraska 68802
United States

Support Contact Name: Name

Support Contact Email: Email

Billing Contact Name: Virgil Harden

Support Contact Phone: Phone

Billing Contact Email: vharden@gips.org

Start day of week:

Billing Contact Phone: (308) 390-2831

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
93 MONTHS	12 MONTHS	NET 30	ACH

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$42.12	1750	RECURRING	\$73,710.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$108.00		USAGE	\$0.00
SUBSTITUTE MANAGEMENT ANNUAL CHARGE (ADD ON)	\$3.75	1130	RECURRING	\$4,237.50
OVERAGE SUBSTITUTE MANAGEMENT ANNUAL CHARGE (ADD ON)	\$15.00		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	\$1,072.80	1	RECURRING	\$1,072.80
RDT + PROX (HID)	\$1,949.25	2	ONE-TIME	\$3,898.50
POWER OVER ETHERNET (POE) 802.3AF	\$285.75	2	ONE-TIME	\$571.50
IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	280	ONE-TIME	\$47,250.00
HARDWARE S&H	\$100.00	1	ONE-TIME	\$100.00

SUBTOTAL	\$130,840.30
TAXES	\$0.00
GRAND TOTAL	\$130,840.30
CURRENCY	USD

QUOTE EXPIRATION DATE : 11/10/2023

SPECIAL TERMS: NCPA/OMNIA CONTRACT: 14-10
 7-YEAR AGREEMENT WITH A 3% ANNUAL UPLIFT CAP
 INITIAL TERM IS PRORATED FROM 11/10/2023 - 8/31/2023

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at:

- TimeClock Plus Services will be provided as set forth in the Terms and Conditions here: <https://www.tcpsoftware.com/legal>
- Humanity Services will be provided as set forth in the Terms and Conditions here: <https://www.humanity.com/terms>
- Aladtec Services will be provided as set forth in the Terms and Conditions here: https://www.aladtec.com/aladtec_scheduling_license_agreement.php
- ScheduleAnywhere Services will be provided as set forth in the Terms and Conditions here: <https://www.scheduleanywhere.com/employee-scheduling-software/scheduleanywhere-scheduling-license-agreement.aspx>
- Non-EU Data Processing Terms: <https://www.tcpsoftware.com/agreements/dpa>
- EU Data Processing Terms: <https://www.humanity.com/data-processing-addendum> (As Applicable)
- Supplemental Support & Maintenance Terms: <https://www.tcpsoftware.com/legal> (As Applicable)

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form, the Data Processing Addendum ("DPA") and/or the Terms and Conditions (as applicable), the following order of precedence will apply (in descending order): (1) the DPA (as applicable), (2) the Order Form, and (3) the Terms and Conditions.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Payments will be made in advance of the Services being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Order Form. All fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted and agreed to as of the

Accepted by:

<p>Client</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>TimeClock Plus, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>virgil Harden</p> <p>Chief Financial Officer</p>	

TimeClock Plus OnDemand License Agreement

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement.

1.16 “TCP Services” means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 “TCP Technology” means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 “Term” has the meaning set forth in Section 10.

1.19 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. **Delivery of Services.**

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 21), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated

User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related

procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. **Data Security.**

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable protocol for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information.**

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's

Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as

indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

10. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

11.1 TCP's obligation to provide the TCP Services shall immediately terminate;

11.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

11.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

12. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

13. **Client Representations and Warranties.**

13.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

13.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

13.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

13.4 In the event of any breach of any of the foregoing representations or warranties in this Section 13, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

14. **TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any

applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

15. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

16. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

17. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 16 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

18. **Indemnification.**

18.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 18.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the

applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

18.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the “Client Indemnitees”) from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 18.2. In no event shall Client settle any such claim without TCP’s prior written approval. If such a claim is made or if the TCP Technology, in TCP’s opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 18.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

19. **Liability Limitation.** Except for claims arising out of Section 18.2 (TCP’s Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP’s aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the thirty-six (36) months immediately prior to the date of the claim.

20. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

21. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party’s parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party’s assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

22. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

23. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

24. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its

reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

25. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

26. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 26.

27. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Nebraska, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

28. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

29. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

TimeClock Plus Service Level Agreement - Addendum

This Service Level Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Service Level Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at www.timeclockplus.com/privacy.

1. Definitions. Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 “24/7 Support” means continuous service is provided for twenty-four hours per day, seven days per week, and throughout the year.

1.2 “Issue” means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.

1.3 “Major Release” means a release in which the version number to the left of the first decimal point increases (e.g., 7.0 to 7.1).

1.4 “Minor Release” means a release of the Software in which the version number to the right of the first decimal point increases (e.g., 7.0 to 7.1).

1.5 “On Premise” means an installation of TCP’s software application(s) in Client’s data center, whether at Client’s physical location or in Client’s private hosted cloud.

1.6 “Response Time” means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.

1.7 “Software” means the certain software program(s) purchased by Client. Software includes both On Premise and cloud hosted (“TCP Services as defined in the Licensing Agreement”) software programs.

1.8 “Standard Support” means the Standard support level of Support and Maintenance as set out in Section 3.

1.9 “Standard Support Hours” means the hours between 7:00 am CST and 7:00 pm CST, excluding Saturday, Sunday, and TCP recognized employee holidays.

1.10 “Support and Maintenance” means the support and maintenance services to be provided by TCP to the Client in accordance with purchased Hardware and/or Software Support and Maintenance Agreement. All Support and Maintenance will be provided to Client in accordance with the terms of the Hardware and/or Software Support and Maintenance Agreement and the terms of this Service Level Agreement.

1.11 “Support Plan” means the specific Software and/or Hardware Support and Maintenance Agreement that has been purchased by Client.

1.12 “Term” has the same meaning as defined in the Order Form or Licensing Agreement.

1.13 “Updates” means service packs, patches, hot fixes, or workarounds for a particular version of the Software. “Updates”, includes Minor Releases but excludes any Major Releases or other releases of the Software or any other products that TCP, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.

1.14 “Workaround” means a modification or “patch” for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. Support and Maintenance Services. In consideration of the Client’s payment of the applicable fees related to the Client selected Support Plan(s), Service Provider agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software and/or Supported Hardware.

3. Software Support and Maintenance.

3.1 Software Maintenance. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Minor Releases, Major Releases, and Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and

3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

4. Hardware Support and Maintenance.

4.1 Hardware Maintenance. TCP shall use commercially reasonable efforts to maintain the Supported Hardware so that it operates without Issues. Hardware maintenance include the Updates that TCP generally makes available to its Client base during the applicable Term. Hardware maintenance also includes replacement services as defined in the Hardware Support and Maintenance Agreement.

4.2 Hardware Support. Support Services include:

4.2.1 Information gathering and analysis of Supported Hardware to identify Issues;

4.2.2 Chat, email, or telephone consultation regarding the use and operation of the Supported Hardware that does not rise to the level of training;

4.2.3 Configuration changes for the Supported Hardware;

4.2.4 Issue correction in accordance with the Support Response Time Goals below.

4.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Supported Hardware, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

Support Response Time Goals

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	<p>A Level 1 Issue will immediately be assigned to a TCP support technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2.</p> <p>Level 1 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	<p>A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3.</p> <p>Level 2 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>

Level 3	General product questions relating to development, feature issues, or Documentation.	<p>A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours.</p> <p>Level 3 Issues do not qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
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5. Obligations of Client

5.1 Support Contact. All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client’s primary contact. Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client’s primary contact.

5.2 Pre-Call Procedures. Prior to requesting support fromTCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system, including all Software and Supported Hardware, is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client’s technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software. On Premise Clients will be solely responsible for instituting and maintaining proper security safeguards to protect Client’s systems and data.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

6. Limitations of Support and Maintenance Services.

6.1 Non-Compliance Problems. If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

6.2 Release Support Period. TCP shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months. TCP may extend Support and Maintenance to prior Major Releases and Minor Releases at its sole discretion.

6.3 Third-Party Products. Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.

6.4 Data.

6.4.1 On Premise Clients are encouraged to backup data often and to always do so prior to installing any Update. TCP will have no responsibility for loss of or damage to On Premise Client's data, regardless of the cause of any such loss or damage.

6.4.2 On Demand Supplemental Terms shall apply to Clients who have purchased TCP Services under a Licensing Agreement

7. Termination; Effects of Termination

7.1 TCP will provide Support and Maintenance services for the Term of the Hardware and/or Software Support and Maintenance Agreement as defined by the applicable Order Form. For clarity, TCP will provide Client with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term of the Support and Maintenance Agreement. Client shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, TCP shall be obligated to provide the selected Support Plan to the Client for the duration of the Term.

7.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate this Agreement upon the following conditions:

7.2.1 if Client fails to make any payments due hereunder within ten (10) days after TCP delivers notice of default to Customer;

7.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or

7.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

8. Warranty. TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS

AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

On Demand Supplemental Terms

1. On Demand Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of TCP's failure to provide TCP Services, TCP will, upon Client's request in accordance with Section 3, credit Client's account as described below. The Service Credit shall not apply to performance issues (i) caused by factors outside of TCP's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client equipment or third party equipment that is not within the sole control of TCP.
2. Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in these Supplemental Terms shall apply to Sections in these Supplemental Terms, unless expressly provided otherwise.
 - 2.1 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and TCP Services.
 - 2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.
 - 2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.
3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.
4. Performance Problem. In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonable actions necessary to determine the source of the Performance Problem.
5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the TCP Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.
6. Correction. If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.
7. Service Credits for Performance Problems. In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4)

hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by TCP.

[Signature Page Follows]

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM TO MASTER LICENSING AGREEMENT



Statement of Work

Between Grand Island Public Schools & TimeClock
Plus, LLC (TCP)



Statement of Work

This Statement of Work (“SOW”) entered into [mm/dd/yyyy] by and between TimeClock Plus, LLC (“TCP”) and Grand Island Public Schools (“Client”) is an addendum to the Master Licensing Agreement between TCP and Client (the “**Agreement**”) and hereby fully incorporates the Agreement by reference.

WHEREAS, Client has purchased 280 Dedicated Support Services (“DSS”) hours for TCP personnel to provide certain services described herein.

WHEREAS, TCP will provide Client with the services described herein and any additional or new services to which the Parties mutually agree in a written Change Order, attached hereto as Exhibit 1, for which additional fees may be required.

PERSONNEL

The TCP project team will consist of a core project team, typically comprised of a Project Manager and Implementation Specialist. Additional resources are available should you need additional assistance or and escalation resource.

Name	Title	Email
TBD	Project Manager	
TBD	Implementation Specialist	
Matthew Miller	Services Management Sponsor	mmiller@tcpsoftware.com
Rick Graves	Sales Management Sponsor	rgraves@tcpsoftware.com
Ann Stock	Account Executive	astock@tcpsoftware.com
TBD	Customer Success Manager	

SERVICES AND MILESTONES

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will provide the following services and/or deliverables to Client:

#	Services / Deliverables
1	Project Management Services and Steering Committee
2	Core Software Implementation & Configuration Services
3	Module Implementation & Configuration Services
4	Hardware Configuration Services



#	Services / Deliverables
5	QA/Testing Services
6	Training Services
7	Go-Live Support
8	Transition Services

ESTIMATED SCHEDULE

Phase (Estimated Timeline)	TCP's Responsibility	Client's Responsibility
Initiation Week 1	TCP will make initial contact with the Client, schedule the kickoff call, and provide the kickoff agenda and stakeholder contact list	Client will provide stakeholder contact information and make stakeholders available for answering questions and gaining clarification about project requirements.
Discovery Week 2-3	TCP will conduct requirements gathering in an interview format to discover Client's current processes and identify needs/pain points. This information will be documented and used to finalize the requirements attached to this Statement of Work.	Client will make available materials that would aid in the documentation of current-state processes and workflows, contractual requirements, and employee demographics. Client will assist TCP in providing adequate information to help TCP understand the motivation for purchase and pain points of the current solution. Once discovery is completed, Client will assist TCP in finalizing the project scope in the form of this Statement of Work based on the requirements identified.
Planning Week 3-4	TCP will interpret project requirements into a configuration design to meet the needs of the Client. Based on the design specifications, TCP will collaborate with Client to finalize a Statement of Work, Scope and Communication Plan.	Client will review and accept configuration designs and work with TCP to create a mutually agreeable project timeline and work plan that can be executed within the allotted/purchased DSS hours. The Customer has to sign off on scope before moving on to Delivery.
Delivery Week 4-24	TCP will configure the solution in alignment with the configuration design and requirements documentation.	



Phase (Estimated Timeline)	TCP's Responsibility	Client's Responsibility
	<p>TCP will be responsible for training system administrators, managers, and employees.</p> <p>TCP will assist in the creation of a test plan, Client's testing of the system, and in Client's go-live activities.</p>	<p>Client will aid TCP in the configuration of the solution to ensure the implemented design meets Client's expectations. Client will complete user acceptance testing in a timely manner and report any failures for resolution.</p>
<p>Transition Week 24-30</p>	<p>TCP will introduce Client to TCP Customer Support and initiate a formal handoff of Client and Client's project documentation for long-term care.</p>	<p>Client will perform a final review of the project and facilitate the transition to long-term care.</p>

SCOPE STATEMENT

The scope of this project is to implement TimeClock Plus (TCP) for Grand Island Public Schools. The primary objective of this implementation is to enable accurate and efficient time tracking and leave management for approximately 1750 employees and Substitute Tracking for 1130 employees.

It is important to note that this is a high-level summary, and as we move forward with the project, more detailed project plans will be created to address specific tasks, timelines, resource allocations, and risk management.

Key Objectives:

- Enable data synchronization, allowing timecard and accrual data to sync with Infinite Visions for payroll.
- Enable data synchronization, allowed employee and job assignment data to sync from Infinite Visions to TCP.
- Implement employee time collection functionality within TCP, capturing accurate clock-in and clock-out times.
- Implement Substitute Tracking and time collection functionality.

Assumptions:

The successful execution of this project is based on the following assumptions:



Access to Relevant Systems, Databases, and Resources:

- The client will provide full access to the necessary systems, databases, and platforms required for integration with TimeClock Plus.
- Access to employee records, organizational hierarchies, and other relevant data sources will be granted to facilitate accurate configuration and synchronization with TCP.

Designation of a Dedicated Project Manager:

- The client will appoint a dedicated project manager, who possesses expertise in implementation and/or business systems and will act as the main point of contact throughout the project.
- The project manager will facilitate effective communication, coordinate activities between stakeholders and the implementation team, and ensure timely decision-making on behalf of Client.

Allocation of Sufficient Time and Resources:

- Adequate time will be allocated for thorough testing and quality assurance activities specific to TimeClock Plus, covering all core functionalities, integrations, and customizations.
- The client will allocate the necessary resources, including skilled personnel and testing environments, to support comprehensive testing and quality assurance efforts.

Compatibility with Existing Infrastructure:

- The clients' existing infrastructure, including servers, databases, and network configurations, will meet the technical requirements specified by TimeClock Plus.
- Any necessary upgrades or modifications to the infrastructure, such as database version compatibility or network bandwidth, will be identified and addressed prior to the implementation phase.

Relevant Resources

OnDemand System Requirements:

<https://community.tcpsoftware.com/s/article/OnDemand-System-Requirements>

Availability of Required Data and Documentation:

- The client will provide accurate and up-to-date employee data, including personnel records, pay rates, and relevant policies, in a compatible format for integration with TimeClock Plus.
- Documentation related to the organization's specific payroll rules, job costing requirements, and reporting needs will be made available to ensure the accurate configuration of TimeClock Plus.



Commitment to Collaborative Engagement:

- Key stakeholders, including HR, Payroll, IT, and relevant department heads, will actively engage in the implementation process, providing necessary insights, requirements, and timely feedback to facilitate a successful TCP implementation.
- Collaborative engagement will ensure alignment with organizational goals, compliance standards, and best practices specific to TimeClock Plus.

Out of Scope:

The following items are explicitly excluded from the scope of this project:

- Provision of payroll services beyond the scope of time tracking and scheduling.
- Development or customization of new features not included in the standard offerings of TimeClock Plus.
- Responsibility for any changes or modifications required in the client's existing systems or infrastructure.
- Hardware or infrastructure procurement or installation.

MEETINGS & CANCELLATION POLICY

The following table provides a summary of the scheduled meetings Client is expected to attend to ensure a timely delivery of the services.

Meeting Name	Frequency	Purpose
TCP/Client WIP Meeting	Weekly	Review of ongoing activities, discuss outstanding decisions, provide issue and risk updates, discuss project status and budget, and establish next steps.
TCP/Client Leadership Meeting	As Needed	Executive level meeting to discuss service performance, service quality, SOW/Change Order issues, strategic direction, etc.
TCP/Client Work Package Meetings	Ad Hoc	Working sessions for discovery, configuration, training, Go-Live, etc.



Meeting Cancellation and Late Arrival Policy. Cancellations and late arrivals will be tracked by the TCP Project team, cancelling a meeting and late arrivals can be costly. We want to ensure that we have time to accommodate your needs as well as the needs of other Clients.

- It is the Client's responsibility to notify the TCP Project Team 24 hours in advance of the scheduled meeting. The TCP team will attempt to reschedule the missed meeting but cannot guarantee a make-up session.
- Late arrivals of 15 minutes will be considered a forfeit of a scheduled meeting and will be charged towards the Clients Dedicated Support Hours for all scheduled TCP Project Team resources.
- After (3) consecutive cancellations, regardless of notification, the teams will review the impact to the implementation team and create a Change Order as needed.

RESPONSIBILITIES

In addition to the responsibilities and deliverables outlined in the Agreement, TCP is expected to promote capabilities in the workforce management space and demonstrate how the adoption of TimeClock Plus will create positive change and transform Client's Time and Attendance.

Project Management Services

TCPs will use industry-standard project management processes as described in this SOW as it relates to Services. In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible for the following:

- TCP Project Manager is responsible for providing project planning, functional staffing, execution, and issue & risk management of the Client project. Client and TCP Project Manager will work to adopt mutually agreeable project timelines and functional staffing requirements.
- TCP will propose innovative and creative solutions on a proactive basis that balance cost and quality.
- TCP will keep customer adequately informed of changes in cost estimates which may be the result of scope change or project activities that exceed the allotted time.
- TCP will provide flexibility in managing and adapting to Client program changes and sharing responsibility to lead and manage the change process.
- TCP resources will be adequately trained and have the appropriate capabilities, customer facing skills, and technical knowledge required to provide the services.
- TCP will use its best efforts to ensure the continuity of TCP's personnel performing the services. If Client determines that any TCP personnel performing services are unacceptable, Client will notify TCP and TCP will take prompt, appropriate corrective action, which may include replacing the personnel.



- In addition, as permitted by law, all TCP personnel will and are required to have or have undergone background checks and drug screenings. TCP will be responsible for any costs associated with performing and/or obtaining these clearances or other requirements.

Configuration, Testing & Training Services

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible of the following:

- TCP will document current-state of workflows and processes while defining future-state requirements. Client will assist TCP in defining project requirements. TCP will inform Client of changes in estimated costs, if any, based on the defined requirements.
- TCP will interpret project requirements into configuration designs and communicate any product limitations or process gaps to Client. Client will assist TCP in identifying process gaps that may require manual action or product enhancements, which may be provided for an additional fee.
- TCP will provide process improvement suggestions based on industry experience. All process improvement activities will require planning and coordination with Client.
- Once a full list of requirements is agreed to by Client, TCP, in coordination with Client, will perform TimeClock Plus software configurations and hardware configurations to design specifications.
- As applicable, TCP, in coordination with Client, will perform integration configurations in coordination with Client and Client's third-party service providers as required.
- TCP, in coordination with Client, will perform testing of the configurations and ensure time and attendance data can be exported in a manner that allows for the processing of payroll by Client.
- TCP will provide training remotely to Client's TimeClock Plus administrators, managers, and employees as requested by Client. TCP will also make available standard training materials and product documentation available to Client's in TCP's digital knowledgebase.
- TCP will communicate progress against milestones and usage of DSS hours. Should additional DSS hours be required based on a change in scope or project activities that exceed the allotted time, TCP will communicate this to Client in a timely manner and offer changes to the project plan to avoid additional fees and/or a Change Order for additional services to complete the mutually agreeable scope.

Go-Live & Transition Services

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible of the following:

- TCP will provide up to two (2) payroll cycles to support Client's Go-Live. During this time, TCP will engage TCP Customer Support to begin Client's transition to long-term care.



- TCP will work with Client to ensure there are no disruptions to payroll during the Go-Live process and will provide immediate assistance to rectify any issues that may negatively impact Client’s payroll.
- As applicable, TCP will provide additional Go-Live services to accommodate Client’s phased Go-Live. Additional fees may apply.

CHANGE CONTROL PROCESS

This process governs changes to the scope of the services provided under this SOW. A written “Change Order” will be the vehicle for communicating any desired changes to the services. It will describe the proposed change to services scope, pricing, resources, and deliverables, the reason for the change, and the schedule and price impacts of the change. Only changes included in a Change Order agreed to by both Client and TCP will be implemented.

Change Order Number	Change Order Date	Change Order Author	Change Order Description

EXHIBIT 1 – Change Order

PART A: CHANGE Request Form

Client:	Change #:	01
Project Name:	Time and Attendance Implementation	
Requester’s Name:	Phone #:	Date:
Description/Reason for Change:		
Benefits of Change:		



Costs of Not Doing Change:		
Related Change Requests:		
Priority:	High <input type="checkbox"/>	Medium <input checked="" type="checkbox"/> Low <input type="checkbox"/>

To Be Completed by TCP

Items Impacted	Description of Impact (Scope, Cost, Schedule, other)
Milestone 1	Add additional Services
Milestone 2	Add additional Services

Risk Severity Impact:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Time to complete this change:	# of DSS hours		
Cost of this change:	\$0.00		

ACCEPTANCE or REJECTION

Client:

Acceptance ()

Rejection ()

Approved By: _____

Date: _____

Title: _____

Rejection Reason: _____

TCP Acceptance:

Approved By: _____

Date: _____

Title: _____

GRAND ISLAND PUBLIC SCHOOLS

5441 AUTHORIZED USE OF DISTRICT VEHICLES

The Grand Island Public Schools may approve the purchase of vehicles to be used by staff for district business, including transportation services. The superintendent or designee will develop and maintain regulations that define the appropriate use and care of district vehicles and the responsibilities of district staff using those vehicles.

Personal use of district vehicles is prohibited except where authorized by contract.

All drivers operating district vehicles shall use seat belts.

Use of electronic devices is prohibited while driving district vehicles.

All drivers will follow Drug Free policies. Tobacco use in all district vehicles is prohibited.

All drivers will complete a pre/post **checklist** inspection form to include but not limited to the following:

- ~~General Pre-Trip checklist~~
- ~~Start-up checklist~~
- ~~Post-trip checklist~~
- ~~List of issues that need to be addressed~~

This pre/post inspection form will be completed by the individual driver and returned to the appropriate department (CNSSP, Maintenance, Small Vehicle Check-out, . . .).

GIPS Board Policy Reference:

- 5310–STUDENT TRANSPORTATION SERVICES
- 5320–SCHOOL TRANSPORTATION SAFETY PROGRAM
- 6232–SMOKING ON PREMISES BY STAFF MEMBERS/VISITORS
- 6233–DRUG FREE SCHOOLS AND COMMUNITY
- 8570–DRUG FREE SCHOOL AND CAMPUS

Policy Adopted: 04/12/2011

Policy Reviewed: 08/13/2015

Policy Revised: ??/??/????

GRAND ISLAND PUBLIC SCHOOLS

5510 FOOD SERVICES MANAGEMENT

The Grand Island Public Schools may operate a meal program, including breakfast, lunch, and snacks available to all students. The Nutrition Services Director, shall oversee all nutrition services functions. U.S. Department of Agriculture and Nebraska Department of Education nutrition services policies and guidelines will be followed.

The Board shall annually approve the prices set for school lunches. The price for meals shall reflect cost of food, labor, transportation, and other costs and will consider reimbursement rates set by the USDA as required for participation in the National School Lunch Program:

1. A reimbursable meal shall be made available for all students.
2. Free and reduced price lunches be provided for students whose parents or guardians are eligible for them.

Students shall also be permitted to bring their lunches from home and to purchase a la carte items.

The Nebraska Competitive Food Policy is designed to assure healthy foods/meals for children are provided during the day and schools are required to adhere to the following guidelines:

- No food or beverages can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half-hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.
- No other program or club can sell foods/beverages during times that overlap (compete) with the meal service offered by the school lunch/breakfast programs.
- If a vending machine, not operated by the school nutrition program, is open during the meal service period, the profit during that period must go to the school nutrition program.
- All foods sold during the school day will need to meet the nutrition standards as outlined in the Smart Snacks guidance.
- There are no requirements for food/beverages sold during non-school hours for example weekends and evenings.
- The list of "Foods of Minimal Nutritional Value" has been replaced by Smart Snack Guidelines.

Legal Reference: The Healthy, Hunger-Free Kids Act of 2010, Public Law 111–296, (the HHFK Act)
PL 108.265 Section 204 (Child Nutrition and WIC Reauthorization Act of 2004)
42 U.S.C. 1771 et seq. (Child Nutrition Act of 1966)
42 U.S.C. 1751 et seq. Section 305 and 361 (National School Lunch Act)

Cross Reference: 7190 HEALTH LEARNING ENVIRONMENTS
7190.1 Guidelines for Healthy School Environments
7190.2 Guidelines for Competitive Foods and Beverages

Policy Adopted: 02/07/1977

Policy Revised: 05/12/2005

Policy Revised: 10/12/2015

Policy Reviewed: ??/??/????

5521 COPYRIGHT COMPLIANCE

The Grand Island Public Schools will take necessary steps to ensure that copyright material is protected. Illegal duplication of copyrighted materials in any form within the school district is prohibited. Any employee who willfully disregards this policy and the law assumes all liability and responsibility for such actions. Infringement on copyrighted material, whether prose, poetry, graphic images, music ~~audio tape~~, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of staff and students. Violations may result in criminal or civil suits. Copyrighted material includes:

- Literary works
- Musical works
- Dramatic works
- Pantomime and choreographic works
- Motion pictures and other audio visual works, and
- Sound recordings

The Grand Island Public Schools therefore requires that all reproduction of copyrighted material be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as *fair use* under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. *Fair use* is not a rigidly defined term. *Fair use* is based on the following standards:

- The purpose and character of the use;
- The nature of the copyrighted work;
- The amount of and the substantiality of the portion used;
- The effect of the use upon the potential market for, or value of, the copyrighted work.

If an individual questions the legality of duplicating materials, they should seek permission from the copyright holders.

Employees in violation of copyright law may be required to remunerate the district in the event of loss due to litigation and may be subject to discipline up to and including dismissal.

The superintendent, or designee, will develop administrative regulations that provide guideline for the fair use of copyrighted materials that meet the requirement of Section 107 of the Copyright Act of 1976 and applicable amendments.

Legal References: Pub. L. 94-533 (Oct 19, 1976) – Copyright Act of 1976
Title 17, 92 chapter 1 § 107 and §

Policy Adopted: 05/10/1993

Policy Revised: 07/14/2005

Policy Revised: 08/13/2015

Policy Revised: ??/??/????

5521.1 COPYRIGHT COMPLIANCE Addendum:
Title 17 Sections 107 & 117 of the United States Code

§ 107. Limitations on exclusive rights: Fair use

Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include —

- (1) the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- (2) the nature of the copyrighted work;
- (3) the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
- (4) the effect of the use upon the potential market for or value of the copyrighted work.

The fact that a work is unpublished shall not itself bar a finding of fair use if such finding is made upon consideration of all the above factors.

§ 117. Limitations on exclusive rights: Computer programs

(a) Making of Additional Copy or Adaptation by Owner of Copy. — Notwithstanding the provisions of section 106, it is not an infringement for the owner of a copy of a computer program to make or authorize the making of another copy or adaptation of that computer program provided:

- (1) that such a new copy or adaptation is created as an essential step in the utilization of the computer program in conjunction with a machine and that it is used in no other manner, or
- (2) that such new copy or adaptation is for archival purposes only and that all archival copies are destroyed in the event that continued possession of the computer program should cease to be rightful.

GRAND ISLAND PUBLIC SCHOOLS

5522 MAIL AND DELIVERY SERVICES

A Grand Island Public Schools district-wide mail service shall be maintained. The use of district mail facilities and personnel for distribution of materials and communications shall be restricted to those materials and communications that further the communication and educational purposes of the district.

Political materials shall not be distributed through the district mail boxes or school mail systems unless received through the United States mail.

Policy Adopted: 02/07/1977

Policy Revised: 07/14/2005

Policy Revised: 08/13/2015

Policy Reviewed: ??/??/????

GRAND ISLAND PUBLIC SCHOOLS

5530 INSURANCE MANAGEMENT (Risk Management)

1. Insurance will be purchased against major exposures which might result in loss Including but not limited to the following types of policies:
 - General Liability Insurance
 - Automobile Liability Insurance
 - Fidelity and Crime Insurance
 - Workman's Compensation Insurance
 - Errors and Omissions
2. Property insured will be insured to value on the basis of replacement costs.
3. Insurance will be placed only through All Lines Interlocal Cooperative Aggregate Pool (ALICAP).

The administration of the risk and management policy will be under the central direction of the Executive Director of Business. Responsibility will include placement of insurance coverage, maintenance of property appraisals and inventories, processing of claims, maintenance of loss records, and supervision of loss prevention activities.

Policy Adopted: 02/0719/77

Policy Revised: 07/14/2005

Policy Revised: 11/12/2015

Policy Reviewed: ??/??/???



**TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904**

QUOTE # : Q024863

CONTRACT START DATE : 11/10/2023

CLIENT INFORMATION

Purchased for: Grand Island Public Schools
Bill To: Grand Island Public Schools

Contract Contact Name: Virgil Harden

Contract Contact Email: vharden@gips.org

Billing Address: 123 S Webb Rd

Grand Island Nebraska 68802

United States

Support Contact Name: Name

Support Contact Email: Email

Billing Contact Name: Virgil Harden

Support Contact Phone: Phone

Billing Contact Email: vharden@gips.org

Start day of week:

Billing Contact Phone: (308) 390-2831

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
93 MONTHS	12 MONTHS	NET 30	ACH

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$42.12	1750	RECURRING	\$73,710.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$108.00		USAGE	\$0.00
SUBSTITUTE MANAGEMENT ANNUAL CHARGE (ADD ON)	\$3.75	1130	RECURRING	\$4,237.50
OVERAGE SUBSTITUTE MANAGEMENT ANNUAL CHARGE (ADD ON)	\$15.00		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	\$1,072.80	1	RECURRING	\$1,072.80
RDT + PROX (HID)	\$1,949.25	2	ONE-TIME	\$3,898.50
POWER OVER ETHERNET (POE) 802.3AF	\$285.75	2	ONE-TIME	\$571.50
IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	280	ONE-TIME	\$47,250.00
HARDWARE S&H	\$100.00	1	ONE-TIME	\$100.00

SUBTOTAL	\$130,840.30
TAXES	\$0.00
GRAND TOTAL	\$130,840.30
CURRENCY	USD

QUOTE EXPIRATION DATE : 11/10/2023

SPECIAL TERMS: NCPA/OMNIA CONTRACT: 14-10
 7-YEAR AGREEMENT WITH A 3% ANNUAL UPLIFT CAP
 INITIAL TERM IS PRORATED FROM 11/10/2023 - 8/31/2023

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at:

- TimeClock Plus Services will be provided as set forth in the Terms and Conditions here: <https://www.tcpsoftware.com/legal>
- Humanity Services will be provided as set forth in the Terms and Conditions here: <https://www.humanity.com/terms>
- Aladtec Services will be provided as set forth in the Terms and Conditions here: https://www.aladtec.com/aladtec_scheduling_license_agreement.php
- ScheduleAnywhere Services will be provided as set forth in the Terms and Conditions here: <https://www.scheduleanywhere.com/employee-scheduling-software/scheduleanywhere-scheduling-license-agreement.aspx>
- Non-EU Data Processing Terms: <https://www.tcpsoftware.com/agreements/dpa>
- EU Data Processing Terms: <https://www.humanity.com/data-processing-addendum> (As Applicable)
- Supplemental Support & Maintenance Terms: <https://www.tcpsoftware.com/legal> (As Applicable)

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form, the Data Processing Addendum ("DPA") and/or the Terms and Conditions (as applicable), the following order of precedence will apply (in descending order): (1) the DPA (as applicable), (2) the Order Form, and (3) the Terms and Conditions.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Payments will be made in advance of the Services being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed on this Order Form. All fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted and agreed to as of the

Accepted by:

<p>Client</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>TimeClock Plus, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>virgil Harden</p> <p>Chief Financial Officer</p>	

ADDENDUM TO MASTER LICENSING AGREEMENT



Statement of Work

Between Grand Island Public Schools & TimeClock
Plus, LLC (TCP)



Statement of Work

This Statement of Work (“SOW”) entered into [mm/dd/yyyy] by and between TimeClock Plus, LLC (“TCP”) and Grand Island Public Schools (“Client”) is an addendum to the Master Licensing Agreement between TCP and Client (the “**Agreement**”) and hereby fully incorporates the Agreement by reference.

WHEREAS, Client has purchased 280 Dedicated Support Services (“DSS”) hours for TCP personnel to provide certain services described herein.

WHEREAS, TCP will provide Client with the services described herein and any additional or new services to which the Parties mutually agree in a written Change Order, attached hereto as Exhibit 1, for which additional fees may be required.

PERSONNEL

The TCP project team will consist of a core project team, typically comprised of a Project Manager and Implementation Specialist. Additional resources are available should you need additional assistance or and escalation resource.

Name	Title	Email
TBD	Project Manager	
TBD	Implementation Specialist	
Matthew Miller	Services Management Sponsor	mmiller@tcpsoftware.com
Rick Graves	Sales Management Sponsor	rgraves@tcpsoftware.com
Ann Stock	Account Executive	astock@tcpsoftware.com
TBD	Customer Success Manager	

SERVICES AND MILESTONES

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will provide the following services and/or deliverables to Client:

#	Services / Deliverables
1	Project Management Services and Steering Committee
2	Core Software Implementation & Configuration Services
3	Module Implementation & Configuration Services
4	Hardware Configuration Services



#	Services / Deliverables
5	QA/Testing Services
6	Training Services
7	Go-Live Support
8	Transition Services

ESTIMATED SCHEDULE

Phase (Estimated Timeline)	TCP's Responsibility	Client's Responsibility
Initiation Week 1	TCP will make initial contact with the Client, schedule the kickoff call, and provide the kickoff agenda and stakeholder contact list	Client will provide stakeholder contact information and make stakeholders available for answering questions and gaining clarification about project requirements.
Discovery Week 2-3	TCP will conduct requirements gathering in an interview format to discover Client's current processes and identify needs/pain points. This information will be documented and used to finalize the requirements attached to this Statement of Work.	Client will make available materials that would aid in the documentation of current-state processes and workflows, contractual requirements, and employee demographics. Client will assist TCP in providing adequate information to help TCP understand the motivation for purchase and pain points of the current solution. Once discovery is completed, Client will assist TCP in finalizing the project scope in the form of this Statement of Work based on the requirements identified.
Planning Week 3-4	TCP will interpret project requirements into a configuration design to meet the needs of the Client. Based on the design specifications, TCP will collaborate with Client to finalize a Statement of Work, Scope and Communication Plan.	Client will review and accept configuration designs and work with TCP to create a mutually agreeable project timeline and work plan that can be executed within the allotted/purchased DSS hours. The Customer has to sign off on scope before moving on to Delivery.
Delivery Week 4-24	TCP will configure the solution in alignment with the configuration design and requirements documentation.	



Phase (Estimated Timeline)	TCP's Responsibility	Client's Responsibility
	<p>TCP will be responsible for training system administrators, managers, and employees.</p> <p>TCP will assist in the creation of a test plan, Client's testing of the system, and in Client's go-live activities.</p>	<p>Client will aid TCP in the configuration of the solution to ensure the implemented design meets Client's expectations. Client will complete user acceptance testing in a timely manner and report any failures for resolution.</p>
<p>Transition Week 24-30</p>	<p>TCP will introduce Client to TCP Customer Support and initiate a formal handoff of Client and Client's project documentation for long-term care.</p>	<p>Client will perform a final review of the project and facilitate the transition to long-term care.</p>

SCOPE STATEMENT

The scope of this project is to implement TimeClock Plus (TCP) for Grand Island Public Schools. The primary objective of this implementation is to enable accurate and efficient time tracking and leave management for approximately 1750 employees and Substitute Tracking for 1130 employees.

It is important to note that this is a high-level summary, and as we move forward with the project, more detailed project plans will be created to address specific tasks, timelines, resource allocations, and risk management.

Key Objectives:

- Enable data synchronization, allowing timecard and accrual data to sync with Infinite Visions for payroll.
- Enable data synchronization, allowed employee and job assignment data to sync from Infinite Visions to TCP.
- Implement employee time collection functionality within TCP, capturing accurate clock-in and clock-out times.
- Implement Substitute Tracking and time collection functionality.

Assumptions:

The successful execution of this project is based on the following assumptions:



Access to Relevant Systems, Databases, and Resources:

- The client will provide full access to the necessary systems, databases, and platforms required for integration with TimeClock Plus.
- Access to employee records, organizational hierarchies, and other relevant data sources will be granted to facilitate accurate configuration and synchronization with TCP.

Designation of a Dedicated Project Manager:

- The client will appoint a dedicated project manager, who possesses expertise in implementation and/or business systems and will act as the main point of contact throughout the project.
- The project manager will facilitate effective communication, coordinate activities between stakeholders and the implementation team, and ensure timely decision-making on behalf of Client.

Allocation of Sufficient Time and Resources:

- Adequate time will be allocated for thorough testing and quality assurance activities specific to TimeClock Plus, covering all core functionalities, integrations, and customizations.
- The client will allocate the necessary resources, including skilled personnel and testing environments, to support comprehensive testing and quality assurance efforts.

Compatibility with Existing Infrastructure:

- The clients' existing infrastructure, including servers, databases, and network configurations, will meet the technical requirements specified by TimeClock Plus.
- Any necessary upgrades or modifications to the infrastructure, such as database version compatibility or network bandwidth, will be identified and addressed prior to the implementation phase.

Relevant Resources

OnDemand System Requirements:

<https://community.tcpsoftware.com/s/article/OnDemand-System-Requirements>

Availability of Required Data and Documentation:

- The client will provide accurate and up-to-date employee data, including personnel records, pay rates, and relevant policies, in a compatible format for integration with TimeClock Plus.
- Documentation related to the organization's specific payroll rules, job costing requirements, and reporting needs will be made available to ensure the accurate configuration of TimeClock Plus.



Commitment to Collaborative Engagement:

- Key stakeholders, including HR, Payroll, IT, and relevant department heads, will actively engage in the implementation process, providing necessary insights, requirements, and timely feedback to facilitate a successful TCP implementation.
- Collaborative engagement will ensure alignment with organizational goals, compliance standards, and best practices specific to TimeClock Plus.

Out of Scope:

The following items are explicitly excluded from the scope of this project:

- Provision of payroll services beyond the scope of time tracking and scheduling.
- Development or customization of new features not included in the standard offerings of TimeClock Plus.
- Responsibility for any changes or modifications required in the client's existing systems or infrastructure.
- Hardware or infrastructure procurement or installation.

MEETINGS & CANCELLATION POLICY

The following table provides a summary of the scheduled meetings Client is expected to attend to ensure a timely delivery of the services.

Meeting Name	Frequency	Purpose
TCP/Client WIP Meeting	Weekly	Review of ongoing activities, discuss outstanding decisions, provide issue and risk updates, discuss project status and budget, and establish next steps.
TCP/Client Leadership Meeting	As Needed	Executive level meeting to discuss service performance, service quality, SOW/Change Order issues, strategic direction, etc.
TCP/Client Work Package Meetings	Ad Hoc	Working sessions for discovery, configuration, training, Go-Live, etc.



Meeting Cancellation and Late Arrival Policy. Cancellations and late arrivals will be tracked by the TCP Project team, cancelling a meeting and late arrivals can be costly. We want to ensure that we have time to accommodate your needs as well as the needs of other Clients.

- It is the Client's responsibility to notify the TCP Project Team 24 hours in advance of the scheduled meeting. The TCP team will attempt to reschedule the missed meeting but cannot guarantee a make-up session.
- Late arrivals of 15 minutes will be considered a forfeit of a scheduled meeting and will be charged towards the Clients Dedicated Support Hours for all scheduled TCP Project Team resources.
- After (3) consecutive cancellations, regardless of notification, the teams will review the impact to the implementation team and create a Change Order as needed.

RESPONSIBILITIES

In addition to the responsibilities and deliverables outlined in the Agreement, TCP is expected to promote capabilities in the workforce management space and demonstrate how the adoption of TimeClock Plus will create positive change and transform Client's Time and Attendance.

Project Management Services

TCPs will use industry-standard project management processes as described in this SOW as it relates to Services. In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible for the following:

- TCP Project Manager is responsible for providing project planning, functional staffing, execution, and issue & risk management of the Client project. Client and TCP Project Manager will work to adopt mutually agreeable project timelines and functional staffing requirements.
- TCP will propose innovative and creative solutions on a proactive basis that balance cost and quality.
- TCP will keep customer adequately informed of changes in cost estimates which may be the result of scope change or project activities that exceed the allotted time.
- TCP will provide flexibility in managing and adapting to Client program changes and sharing responsibility to lead and manage the change process.
- TCP resources will be adequately trained and have the appropriate capabilities, customer facing skills, and technical knowledge required to provide the services.
- TCP will use its best efforts to ensure the continuity of TCP's personnel performing the services. If Client determines that any TCP personnel performing services are unacceptable, Client will notify TCP and TCP will take prompt, appropriate corrective action, which may include replacing the personnel.



- In addition, as permitted by law, all TCP personnel will and are required to have or have undergone background checks and drug screenings. TCP will be responsible for any costs associated with performing and/or obtaining these clearances or other requirements.

Configuration, Testing & Training Services

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible of the following:

- TCP will document current-state of workflows and processes while defining future-state requirements. Client will assist TCP in defining project requirements. TCP will inform Client of changes in estimated costs, if any, based on the defined requirements.
- TCP will interpret project requirements into configuration designs and communicate any product limitations or process gaps to Client. Client will assist TCP in identifying process gaps that may require manual action or product enhancements, which may be provided for an additional fee.
- TCP will provide process improvement suggestions based on industry experience. All process improvement activities will require planning and coordination with Client.
- Once a full list of requirements is agreed to by Client, TCP, in coordination with Client, will perform TimeClock Plus software configurations and hardware configurations to design specifications.
- As applicable, TCP, in coordination with Client, will perform integration configurations in coordination with Client and Client's third-party service providers as required.
- TCP, in coordination with Client, will perform testing of the configurations and ensure time and attendance data can be exported in a manner that allows for the processing of payroll by Client.
- TCP will provide training remotely to Client's TimeClock Plus administrators, managers, and employees as requested by Client. TCP will also make available standard training materials and product documentation available to Client's in TCP's digital knowledgebase.
- TCP will communicate progress against milestones and usage of DSS hours. Should additional DSS hours be required based on a change in scope or project activities that exceed the allotted time, TCP will communicate this to Client in a timely manner and offer changes to the project plan to avoid additional fees and/or a Change Order for additional services to complete the mutually agreeable scope.

Go-Live & Transition Services

In addition to the responsibilities and deliverables outlined in the Agreement, TCP will be responsible of the following:

- TCP will provide up to two (2) payroll cycles to support Client's Go-Live. During this time, TCP will engage TCP Customer Support to begin Client's transition to long-term care.



- TCP will work with Client to ensure there are no disruptions to payroll during the Go-Live process and will provide immediate assistance to rectify any issues that may negatively impact Client’s payroll.
- As applicable, TCP will provide additional Go-Live services to accommodate Client’s phased Go-Live. Additional fees may apply.

CHANGE CONTROL PROCESS

This process governs changes to the scope of the services provided under this SOW. A written “Change Order” will be the vehicle for communicating any desired changes to the services. It will describe the proposed change to services scope, pricing, resources, and deliverables, the reason for the change, and the schedule and price impacts of the change. Only changes included in a Change Order agreed to by both Client and TCP will be implemented.

Change Order Number	Change Order Date	Change Order Author	Change Order Description

EXHIBIT 1 – Change Order

PART A: CHANGE Request Form

Client:	Change #:	01
Project Name:	Time and Attendance Implementation	
Requester’s Name:	Phone #:	Date:
Description/Reason for Change:		
Benefits of Change:		



Costs of Not Doing Change:		
Related Change Requests:		
Priority:	High <input type="checkbox"/>	Medium <input checked="" type="checkbox"/> Low <input type="checkbox"/>

To Be Completed by TCP

Items Impacted	Description of Impact (Scope, Cost, Schedule, other)
Milestone 1	Add additional Services
Milestone 2	Add additional Services

Risk Severity Impact:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Time to complete this change:	# of DSS hours		
Cost of this change:	\$0.00		

ACCEPTANCE or REJECTION

Client:

Acceptance ()

Rejection ()

Approved By: _____

Date: _____

Title: _____

Rejection Reason: _____

TCP Acceptance:

Approved By: _____

Date: _____

Title: _____

TimeClock Plus OnDemand License Agreement

THIS TIMECLOCK PLUS ONDEMAND LICENSE AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute or contractor.

1.7 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.timeclockplus.com/privacy>, as updated from time to time.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.13 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.15 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement.

1.16 “TCP Services” means the hosted TimeClock Plus software application hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.17 “TCP Technology” means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.18 “Term” has the meaning set forth in Section 10.

1.19 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. **Delivery of Services.**

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 21), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy and any additional terms outlined in an Order Form or Hardware Support and Maintenance Agreement, as applicable.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated

User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense or transfer the TCP Services, make the TCP Services available to any third party or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related

procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 2.4.3) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. **Data Security.**

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable protocol for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. **Confidential Information.**

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's

Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. **Cooperation With Authorities.** If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. **Supplemental Services; Master Agreement.**

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. **Use Fees.**

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as

indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. **Term; Guaranteed Payment.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

10. **Termination for Cause.** A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11. **Effect of Termination.** Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

11.1 TCP's obligation to provide the TCP Services shall immediately terminate;

11.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

11.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

12. **Intellectual Property Ownership.** Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

13. **Client Representations and Warranties.**

13.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

13.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

13.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

13.4 In the event of any breach of any of the foregoing representations or warranties in this [Section 13](#), in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

14. **TCP Representations and Warranties.** TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any

applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

15. **Mutual Representations and Warranties.** Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

16. **Limited Warranty.** TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

17. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 16 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

18. **Indemnification.**

18.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 18.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the

applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

18.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 18.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 18.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

19. **Liability Limitation.** Except for claims arising out of Section 18.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the thirty-six (36) months immediately prior to the date of the claim.

20. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

21. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

22. **Continuing Obligations.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

23. **Marketing.** During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

24. **Force Majeure.** Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its

reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

25. **Dispute Resolution.** For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

26. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 26.

27. **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Nebraska, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

28. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

29. **Miscellaneous.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

TimeClock Plus Service Level Agreement - Addendum

This Service Level Agreement is an addendum to the Master Licensing Agreement or Perpetual Licensing Agreement – EULA, hereafter referred to as the “Licensing Agreement”, made and entered into by and between TimeClock Plus, LLC (“TCP”) and Client. TCP reserves the right to continuously improve the Support and Maintenance and to adapt such services to changes in technology and to TCP’s business environment. Solely for these purposes, TCP reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Service Level Agreement terms at TCP’s sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service. All Support and Maintenance will be provided in accordance with applicable data protection laws and the Privacy Policy which can be found at www.timeclockplus.com/privacy.

1. Definitions. Capitalized terms herein, but not included in this Section 1, shall have the meaning set forth in the Licensing Agreement and/or attached Addendums.

1.1 “24/7 Support” means continuous service is provided for twenty-four hours per day, seven days per week, and throughout the year.

1.2 “Issue” means a failure of the Software to substantially conform to the functional specifications set forth in TCP published documentation.

1.3 “Major Release” means a release in which the version number to the left of the first decimal point increases (e.g., 7.0 to 7.1).

1.4 “Minor Release” means a release of the Software in which the version number to the right of the first decimal point increases (e.g., 7.0 to 7.1).

1.5 “On Premise” means an installation of TCP’s software application(s) in Client’s data center, whether at Client’s physical location or in Client’s private hosted cloud.

1.6 “Response Time” means the time period in which the assigned support resource shall provide Client with an initial technical response as a result of an Issue reported by Client.

1.7 “Software” means the certain software program(s) purchased by Client. Software includes both On Premise and cloud hosted (“TCP Services as defined in the Licensing Agreement”) software programs.

1.8 “Standard Support” means the Standard support level of Support and Maintenance as set out in Section 3.

1.9 “Standard Support Hours” means the hours between 7:00 am CST and 7:00 pm CST, excluding Saturday, Sunday, and TCP recognized employee holidays.

1.10 “Support and Maintenance” means the support and maintenance services to be provided by TCP to the Client in accordance with purchased Hardware and/or Software Support and Maintenance Agreement. All Support and Maintenance will be provided to Client in accordance with the terms of the Hardware and/or Software Support and Maintenance Agreement and the terms of this Service Level Agreement.

1.11 “Support Plan” means the specific Software and/or Hardware Support and Maintenance Agreement that has been purchased by Client.

1.12 “Term” has the same meaning as defined in the Order Form or Licensing Agreement.

1.13 “Updates” means service packs, patches, hot fixes, or workarounds for a particular version of the Software. “Updates”, includes Minor Releases but excludes any Major Releases or other releases of the Software or any other products that TCP, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the License Agreement. If there is no such agreement, then the terms accompanying the Software will govern.

1.14 “Workaround” means a modification or “patch” for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. Support and Maintenance Services. In consideration of the Client’s payment of the applicable fees related to the Client selected Support Plan(s), Service Provider agrees to provide Support and Maintenance for the duration of the Term, and solely for the Software and/or Supported Hardware.

3. Software Support and Maintenance.

3.1 Software Maintenance. TCP shall use commercially reasonable efforts to maintain the Software so that it operates without Issues. Software maintenance includes the Software features that TCP makes generally available to its Client base during the applicable Term. These Software features, include Minor Releases, Major Releases, and Updates to the Software.

3.2 Software Support. Support Services include:

3.2.1 Information gathering and analysis of Software to identify Issues;

3.2.2 Chat, email, or telephone consultation regarding the use and operation of the Software that does not rise to the level of training;

3.2.3 Configuration changes for the Software;

3.2.4 Repair or replacement of open source software with functionally equivalent software; and

3.2.5 Issue correction in accordance with the Support Response Time Goals below.

3.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Software, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

4. Hardware Support and Maintenance.

4.1 Hardware Maintenance. TCP shall use commercially reasonable efforts to maintain the Supported Hardware so that it operates without Issues. Hardware maintenance include the Updates that TCP generally makes available to its Client base during the applicable Term. Hardware maintenance also includes replacement services as defined in the Hardware Support and Maintenance Agreement.

4.2 Hardware Support. Support Services include:

4.2.1 Information gathering and analysis of Supported Hardware to identify Issues;

4.2.2 Chat, email, or telephone consultation regarding the use and operation of the Supported Hardware that does not rise to the level of training;

4.2.3 Configuration changes for the Supported Hardware;

4.2.4 Issue correction in accordance with the Support Response Time Goals below.

4.3 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Supported Hardware, according to the Support Response Time Goal chart below. All disputes regarding severity classification will be resolved by TCP in its sole discretion.

Support Response Time Goals

Severity	Impact	Response Time Goal
Level 1	Production system is down, impacting all applications and associated business systems. No Workaround exists.	<p>A Level 1 Issue will immediately be assigned to a TCP support technician who will contact Client within one (1) business hour with an initial response. The support technician will then work without interruption on the Issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2.</p> <p>Level 1 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
Level 2	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	<p>A Level 2 Issue will immediately be assigned to a TCP Support Technician who will contact Client within two (2) business hours with an initial response. The support technician will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3.</p> <p>Level 2 Issues qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>

Level 3	General product questions relating to development, feature issues, or Documentation.	<p>A Level 3 Issue will be assigned to a TCP Support Technician who will contact Client within one (1) business day with an initial response. The support technician will work on the issue during Standard Support Hours.</p> <p>Level 3 Issues do not qualify for 24/7 Support for Clients who have purchased this Support Plan.</p>
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5. Obligations of Client

5.1 Support Contact. All communications relating to Support and Maintenance will be supervised, coordinated, and undertaken by a primary Client contact unless additional contacts are designated as an approved contact persons by Client’s primary contact. Issues related to the security of Clients Data, including but not limited to, password resets, may require approval of Client’s primary contact.

5.2 Pre-Call Procedures. Prior to requesting support fromTCP, Client shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Client shall then promptly notify TCP of the Issue. Client shall confirm that the following conditions are true before contacting Service Provider for support:

5.2.1 If possible, the situation giving rise to the Issue is reproducible in the Software;

5.2.2 The Client contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;

5.2.3 The entire system, including all Software and Supported Hardware, is available to the Client contact during any communication with the assigned TCP support technician; and

5.2.4 If requested and required, Client must make available to TCP a technical representative during Standard Support Hours for all Issues. TCP reserves the right to suspend all work relating to any Issues during periods for which the Client does not provide access to Client’s technical representative or requested data to continue to work on the Issue.

5.3 Remote Connection. If appropriate, Client will cooperate with TCP to allow and enable TCP to perform Support and Maintenance via remote connection using standard, commercially available remote control software. On Premise Clients will be solely responsible for instituting and maintaining proper security safeguards to protect Client’s systems and data.

5.4 Disclaimer. TCP shall not be responsible for providing Support and Maintenance, Updates, or any other support and maintenance to the extent that Issues arise because Client (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended or sold by TCP; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the License Agreement.

6. Limitations of Support and Maintenance Services.

6.1 Non-Compliance Problems. If Client notifies TCP of a problem and TCP correctly determines that the problem is due to Client's incorrect or improper use of the Software or failure to comply with the terms of the License Agreement an attached Addendums, the resolution of such problem is not covered by Support and Maintenance. However, TCP may provide additional services to correct the problem pursuant to a separate Statement of Work.

6.2 Release Support Period. TCP shall support a release of the Software if such release (i) was made generally available during the previous twenty-four (24) months. TCP may extend Support and Maintenance to prior Major Releases and Minor Releases at its sole discretion.

6.3 Third-Party Products. Support and Maintenance does not cover the operation or use of third-party hardware or software or Software modified by any party other than TCP or used in any manner in violation of the License Agreement or inconsistent with TCP published product documentation.

6.4 Data.

6.4.1 On Premise Clients are encouraged to backup data often and to always do so prior to installing any Update. TCP will have no responsibility for loss of or damage to On Premise Client's data, regardless of the cause of any such loss or damage.

6.4.2 On Demand Supplemental Terms shall apply to Clients who have purchased TCP Services under a Licensing Agreement

7. Termination; Effects of Termination

7.1 TCP will provide Support and Maintenance services for the Term of the Hardware and/or Software Support and Maintenance Agreement as defined by the applicable Order Form. For clarity, TCP will provide Client with an option to select a single year or multi-year period of coverage; upon selecting such period of coverage, the period selected shall constitute the Term of the Support and Maintenance Agreement. Client shall be contractually obligated to pay the fees for the full length of the Term and, unless terminated in accordance with the terms herein prior to the expiration of the Term, TCP shall be obligated to provide the selected Support Plan to the Client for the duration of the Term.

7.2 Termination of Support Terms. If TCP or Client terminates the License Agreement in accordance with the terms provided therein, then the Support and Maintenance hereunder will also terminate. Further, TCP may terminate this Agreement upon the following conditions:

7.2.1 if Client fails to make any payments due hereunder within ten (10) days after TCP delivers notice of default to Customer;

7.2.2 by giving prior written notice to Client if Client fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Client's receipt of TCP's notice to cure such non-performance of material obligation; or

7.2.3 if Client files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

8. Warranty. TCP warrants all services performed under this Agreement shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THIS

AGREEMENT TCP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

On Demand Supplemental Terms

1. On Demand Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of TCP's failure to provide TCP Services, TCP will, upon Client's request in accordance with Section 3, credit Client's account as described below. The Service Credit shall not apply to performance issues (i) caused by factors outside of TCP's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client equipment or third party equipment that is not within the sole control of TCP.
2. Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in these Supplemental Terms shall apply to Sections in these Supplemental Terms, unless expressly provided otherwise.
 - 2.1 "Downtime" shall mean "unplanned" network unavailability within TCP's United States network for thirty (30) consecutive minutes due to the failure of TCP to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during TCP's scheduled maintenance of the Internet Data Center(s), network and TCP Services.
 - 2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.
 - 2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.
3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.
4. Performance Problem. In the event that TCP discovers or is notified by Client that Client is experiencing a Performance Problem, TCP will take all commercially reasonable actions necessary to determine the source of the Performance Problem.
5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, TCP will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the TCP Services or whether the Performance Problem arises from the Client equipment or Client's connection to the Internet. TCP will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.
6. Correction. If the source of the Performance Problem is within the sole control of TCP, then TCP will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of TCP, then TCP will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.
7. Service Credits for Performance Problems. In the event that TCP (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, TCP will deliver a Service Credit to Client for each four (4)

hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, TCP will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify TCP within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by TCP to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the TCP invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to TCP by notifying TCP within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by TCP.

[Signature Page Follows]

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

2481 NEWS MEDIA SERVICES AT BOARD MEETINGS

The Board believes one of the responsibilities of the Board of Education is to keep the public informed of its deliberations, policies, and actions. Therefore, the Board encourages the attendance of press representatives at all meetings except executive sessions.

A copy of the agenda and agenda materials will be sent in advance to members of the media as requested.

~~A table for media provided with extra working copies of the agenda and agenda materials shall be located near the Board's table to enable the reporters to follow discussion without difficulty.~~

Policy Adopted: 03/01/1976

Policy Revised: 09/09/1991

Policy Revised: 07/10/2014

Policy Revised: ??/??/????

5205 FACILITIES FOR MILK EXPRESSION

The Grand Island Public Schools will designate a private area, other than a restroom, ~~for an employee~~ for breast-feeding or to express breast milk ~~for her nursing child~~ in a place which is shielded from view and free from intrusion ~~from co-workers and the public~~.

Legal Reference: LB 627 (2015)

Policy Adopted: 10/12/2015

Policy Revised: ~~??/??/???~~

GRAND ISLAND PUBLIC SCHOOLS

5210 SAFETY PROGRAMS

The Superintendent of Schools or designee shall have responsibility for the safety program of the district. General areas of emphasis shall include, but not be limited to; professional development; accident investigation and record keeping, facility inspection; driver and vehicle safety programs; fire prevention; school site selection; and emergency procedures and traffic safety problems relevant to students, employees, and the community.

In accordance with Nebraska Department of Labor regulations, safety committee(s) will be established to make recommendations regarding methods of addressing safety and health hazards.

The safety committee will have no less than six members with equal representation from management and non-management staff.

A written safety and health program addressing issues of hazard reduction injury and illness prevention will be made available to all employees.

References: Neb. Statute 48-146.01; 48-443; 48-444
Title 92, Nebraska Administrative Code, Chapter 10
Nebraska Department of Labor, Title 230, Chapter 6: *Workplace Safety Consultation Program*

Policy Adopted: 11/01/1982

Policy Revised: 02/14/1994

Policy Revised: 08/14/1995

Policy Revised: 06/13/2002

Policy Revised: 08/13/2015

Policy Reviewed: ??/??/???

~~5220—FIRST AID~~

~~First aid requires that the first attending adult or student take whatever action is appropriate to the situation at hand. Where possible, however, the school nurse or health technician shall perform appropriate first aid and emergency care measures in accordance with procedures outlined in their specialized training. In the event the school nurse or health technician is not available, a knowledgeable adult in the immediate vicinity of the emergency, the principal or administrator on duty, or other staff members as available will provide first aid measures. The first aid measures taken will be a part of the action report submitted in the case of all accidents or emergencies taking place within or near school facilities.~~

~~In the event of an injury to a student, the family or guardian shall be notified as soon as possible. The parents or guardians should decide the physician who will treat their child and, if possible, pick up the child at school and provide transportation. If transportation other than the parent must be provided due to the degree and nature of the injury the Grand Island rescue unit will be utilized.~~

Policy Adopted: 02/07/1977

Policy Revised: 04/12/1993

Policy Reviewed: 04/16/2002

Policy Reviewed: 08/13/2015

Policy Deleted: ???/???/???

GRAND PUBLIC SCHOOLS

5312 STUDENT CONDUCT ON SCHOOL BUSES

The Grand Island Public Schools expects students to conduct themselves on the bus in a manner consistent with the established standards of classroom behavior **and in accordance with all guidelines established in handbooks and policy**. The privilege of district provided transportation is conditional upon reasonable behavior by the student. ~~Rules of conduct will be provided to students riding the bus.~~

In cases when a student does not conduct themselves properly on the bus, such instances are to be brought to the attention of the building principal by the bus driver. Students who become a serious disciplinary problem on transportation provided by the school district may have their riding privileges suspended by the principal. In such cases, the parents involved become responsible for seeing that their students get to and from school safely, or to and from the appropriate activity. Parents/guardians will be informed of their right to appeal disciplinary decisions.

References: Neb. Rev. Stat. 79-318;
Neb. Rev. Stat. 79-602, 607, and 608
Neb. Rev. Stat. 79-254 – 79-294

Nebraska Department of Education:
Title 92, NAC, Chapter 91

Policy Adopted: 02/07/1977
Policy Reviewed: 05/19/1997
Policy Reviewed: 10/09/2008
Policy Revised: 02/18/2010
Policy Reviewed: 04/12/2011
Policy Reviewed: 08/13/2015
Policy Revised: ??/??/????

Grand Island Public Schools Transportation Contract

Our school district is pleased to ~~begin offering~~ in-town transportation on a limited basis ~~this school year~~. In order to run routes in a predictable and timely manner, it is important that students be at their designated stop several minutes in advance. Parents must inform the driver if they want to allow their child to depart at a location other than their designated stop. Any student missing their bus should let their parent know they will need a ride that day.

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. 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. This contract outlines the expected behaviors and consequences for inappropriate behavior. ~~Bus drivers will report~~ All infractions **will be reported** 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~~.

The rules for riding the bus are listed below. Both the student and parent must sign this contract in order to receive transportation services, which acknowledges an understanding of the district’s expectations. The consequences for not following any of these 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 **and notification to the principal** (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 **notification referral to the principal** (this will be the only warning)
- Second violation Loss of privilege to ride bus for remainder of the school year

GIPS Transportation Rules

1. Treat all students and the driver with respect.
2. Keep hands, feet, and objects to self and inside the bus.
- ~~3. No teasing, harassment, bullying, or fighting.~~
3. **No eating or drinking on the bus.**
4. Talk only with seat partner and in a quiet voice, using appropriate language.
5. Remain seated and facing forward in designated seat.
- ~~6. No food, drinks, or illegal substances on the bus.~~

Bullying, harassment, fighting, or possession of controlled substances or illegal items or weapons may result in immediate loss of bus privilege for the remainder of the school year.

I understand and agree to the GIPS Transportation Contract.		
_____	_____	
Student’s Signature	Date	
_____	_____	_____
Parent or Guardian’s Signature	Date	Emergency Phone Number(s)

GRAND ISLAND PUBLIC SCHOOLS

5320 SCHOOL TRANSPORTATION SAFETY PROGRAM

All Grand Island Public Schools' vehicles and vehicles under contract used to transport children shall be maintained in such condition as to provide safe and efficient transportation service with a minimum of delay and disruption of such service due to mechanical or equipment failure. Vehicles owned or under contract used in Grand Island Public Schools shall be regularly inspected and operated in accordance with procedures established by State statutes.

Drivers providing regularly scheduled district or contracted transportation services will be required to possess a valid school transportation operator's permit according to State Department of Education rules and regulations. Driving records of all applicants for positions as drivers, will be carefully reviewed.

References: Neb. Rev. Stat. 79-318
 Neb. Rev. Stat. 79-602 – 608
 Neb. Rev. Stat. 79-254 – 294

Nebraska Department of Education:
Title 92, Nebraska Administrative Code, Chapter 91
Title 92, Nebraska Administrative Code, Chapter 92
Title 92, Nebraska Administrative Code, Chapter 93
Title 92, Nebraska Administrative Code, Chapter 94
Title 92, Nebraska Administrative Code, Chapter 95

Policy Adopted: 02/07/1977
Policy Revised: 05/05/1997
Policy Revised: 05/12/2005
Policy Revised: 10/09/2008
Policy Revised: 02/18/2010
Policy Reviewed: 04/12/2011
Policy Reviewed: 08/13/2015
Policy Reviewed: ??/??/????

5320.1 School Transportation Safety Program Guidelines

Grand Island Public School Transportation Plan

It is the policy of the Grand Island Public School District to provide transportation to eligible students as part of the educational program. The district is committed to ensure parents that procedures and guidelines are implemented to provide the highest level of safety for their child. This Safe Pupil Transportation Plan sets forth the District's Plan for providing safe transportation to students being transported in pupil transportation vehicles.

General Student Behavior Guidelines/Procedures

Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil transportation driver is responsible for controlling behavior that affects safety, and for reporting rule violations to school administration.

- All Students must ride facing forward and must travel in the upright position at all times.
- All bus stops will be at designated facilities and residences approved by the office of transportation.
- The bus driver is responsible for the safety and well being of all students on the bus. Seating arrangements and other rules on the bus are the responsibility of the driver, and will reflect necessary practices to assure a safe and orderly ride for the students. Emergency evacuation procedures are reviewed with students on a regular basis.
- All persons occupying a school vehicle shall be required to wear seat belts whenever the vehicle is in motion and seat belts are available.
- All traffic regulations are to be followed at all times.
- Use of mobile electronic devices is prohibited while driving unless it is necessary to communicate in the case of emergency services.
- Students should not be permitted to board the bus when they are visibly ill. If the driver is not able to inform the parent of such situation, call the transportation office and they will inform the parent that the student will need to remain at home.
- Drivers should have information about any student who suffers from any chronic condition, such as seizures, asthma, or any allergies, and be briefed about the appropriate emergency procedures by the Health Specialists. Any such occurrence should be documented and parents should be notified.
- Report and document discipline problems to the school administrator.
 - If a student's behavior on the bus creates a hazard for the student or other students, the driver is to notify the transportation office by radio or phone at the completion of the route if possible.
 - Park the bus and do not proceed until the driver is assured that the safety of all students can be maintained.
 - The bus should proceed to the nearest school where assistance from the principal's office can be obtained. The transportation office will need to be notified so the school can be contacted in advance.
 - If the driver determines additional assistance is required to remove the student, contact the transportation office immediately. If the radio is not operative, proceed to the nearest school. However, under no circumstances is the bus to be left unattended if students are still aboard.
- No unauthorized individuals shall be transported.
- No smoking is allowed in any school-owned vehicle.
- No ~~food or drinks are~~ **eating or drinking is** allowed on the bus ~~as a safety precaution.~~

Emergency contact number(s):

- SPED Transportation office 385-5925
- GIPS Transportation office 385-5900 x. 153

Wheelchair and Lift Guidelines/Procedures

- Wheelchair brakes should be in good working order.
- All students must have a metal locking seat belt that secures them to the wheelchair.
- All students being transported in a wheelchair should have a head support. (Additional equipment will be determined by the physical and or occupational therapist and documented through the IEP to maintain the highest level of safety for the student)
- It is the responsibility of the parent/guardian to maintain their child's wheelchair.
- When loading and unloading children in wheelchairs, the driver is responsible for the correct and safe use of the wheelchair lift.
- Keep all passengers/others away from the lift when operating.
- Always ensure that the student is secure in their wheelchair and that the wheelchair brakes/locks are engaged.
- Be thoroughly familiar with the wheelchair lift and operating procedures before using.
- All wheelchairs will be secured with an approved tie-down system in the bus.

Weapons

Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:

- Contact the transportation coordinator and notify them of the situation **if possible**. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc. If a cell phone is available and the situation warrants the driver can immediately call 911.
- Pull vehicle over to safe and secure area.
- Confiscate the weapon (if it does not jeopardize student or driver safety).
- Give description of weapon and participating parties to the transportation office.
- Transportation office will immediately notify appropriate law enforcement agencies and school administration.

Terroristic threats

A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or facility of public transportation or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- Contact transportation office and notify them of the situation **if possible**. If not possible, the driver will make every attempt to telephone the transportation from a cellular telephone or from the nearest safe haven location. If a cell phone is available and the situation warrants the driver can immediately call 911.
- Make every attempt to keep passengers calm (this may mean complying with the terrorist).
- The transportation office will immediately notify appropriate law enforcement agencies and school administration.
- The driver should wait for instructions from the transportation office, **if possible**.

Severe Weather

Procedures for Bad Weather/Road Conditions

Grand Island rarely closes school due to poor weather conditions, especially when we begin the day with students. However, this does not mean the roads are safe for our buses, even when school is in session.

- Any cancellations will be announced through local media. If canceled in the morning, we will not run any routes that day. Even if transportation is canceled and school is in session, which should be very infrequent, you can decide if you can safely transport your student to and from school.

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- ~~Often times,~~ Weather conditions **may** deteriorate as the day progresses forcing us to **cancel school start routes** earlier than usual. If this is the case, we will typically start the after- school routes accordingly. Parents will be notified.
- It is the policy of Grand Island Public Schools to recognize the right and responsibility of parents to use their discretion and judgment whether or not they should send their student to school and/or pick them up early even if school is in session.

Severe weather while aboard a pupil transportation vehicle.

The driver will make every attempt to:

- Contact transportation dispatch and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- If less than five minutes away to the nearest school, return to the school and follow the directions of the school administrator.
- If more than five minutes away from the nearest school, or there is immediate danger, get to the nearest basement or underground shelter with all students.
- If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.

Hazardous Materials

Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:

- Contact transportation dispatch and notify them of situation **if possible**. If not possible, the driver will make every attempt to telephone the transportation office from a cellular telephone or from the nearest safe haven location.
- Pull the vehicle over to a safe haven location. Give description of hazardous materials in question to the transportation office.
- Prior to any notification being given, if the driver determines there is immediate danger on the bus, the driver will evacuate the bus, directing students out the safest exit, while avoiding the hazardous substance or object and will move them a safe distance from the bus. The driver will, as soon as possible, notify the transportation office or 911.
- The transportation office will immediately notify appropriate law enforcement and school administration.
- Driver should wait for instructions from the transportation office, **if possible**.

Medical Emergencies

Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the driver will make every attempt to:

- Contact the transportation office and notify them of the situation **if possible**. If not possible, the driver will make every attempt to telephone the transportation office from a cellular telephone or from the nearest safe haven location. If necessary due to the type of emergency, the driver has authority to immediately call 911, from the nearest telephone.
- The transportation office will immediately notify appropriate medical agencies and school administration.
- Driver should follow instructions from the transportation office, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
- **Only if necessary**, the driver should move passenger, only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep the student where placed until a medical agency arrives, unless a parent has taken charge of the student.
- Driver should try to keep student passengers as calm as possible. All students will remain with (in or near) the bus until medical assistance arrives. If necessary, the driver determines that the bus can proceed to school or on its route. Students should only be allowed to leave scene with their parents when verification is provided.

Procedures in the Event of Mechanical Breakdowns

- Activate emergency flashers and pull vehicle over to safe and secure area *if possible*
- Radio the transportation office and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone transportation from a cellular phone or from the nearest safe haven location.
- Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area
- Driver should try to keep student passengers as calm as possible
- Transportation will arrange for assistance and a relief vehicle *if needed*

Procedures in the event the drop-off location is uncertain or appears unsafe to leave students

- Radio transportation or otherwise communicate with dispatch to notify them of the situation if possible
- Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school
- Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances

Documentation under Safe Pupil Transportation Plan

Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior that affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

Transportation of Unsafe Items

Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the students or other passengers and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported only with written permission of a school administrator. Any item that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

Supplemental Information

A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC 10 and in the Nebraska Department of Education Pupil Transportation Guide.

Policy Revised: 04/12/2011

Policy Revised: 09/24/2014

Policy Reviewed: 08/13/2015

Policy Revised: ??/??/????

GRAND ISLAND PUBLIC SCHOOLS

5322 STUDENT TRANSPORTATION FOR EXTRACURRICULAR ACTIVITIES

The Grand Island Public Schools in its discretion may provide school district transportation for extracurricular activities including, but not limited to, transporting student participants and other students to and from extracurricular events.

Students participating in extracurricular events, ~~other than those held at the school district facilities,~~ may be transported to the extracurricular event by school district transportation vehicles or by another means approved by the superintendent or designee. ~~Students attending extracurricular events, other than those held at the school district facilities may be transported to the extracurricular event by school district transportation vehicles.~~ **School district provided transportation should be considered an extension of school property and students should conduct themselves in accordance with all guidelines established in handbooks and policy.**

Students, who are provided transportation in school district transportation vehicles for extracurricular events, shall ride both to and from the event in the school vehicle unless arrangements and corresponding paperwork have been completed with the building principal or designee prior to the event. ~~A student's parent may personally appear and request to transport the student home from a school-sponsored event in which the student traveled to the event on a school district transportation vehicle.~~

Legal Reference: Neb. Statute 79-610 et seq.

Policy Adopted: 10/12/2015

Policy Revised: ??/??/????



Grand Island Public Schools Foundation
Notes for Board of Education
11-09-23

1. The Foundation Board approved 13 Classroom Grants totaling \$17,111. Surprising the winning teachers on October 25-26. These grants will impact 4,554 students.
2. The GIPS Foundation is partnering with GEAR UP and the Greater Grand Island Community Foundation to offer a Scholarship Fair for our students and parents at the Islander Annex building on November 29th. There will be presentations on the local scholarship applications, presentations on FSFA ID's and booths for students and parents to visit. Numerous College partners have agreed to be there as well as Education Quest and GISH Academy Principals and Counselors. Including in the event will be no cost head shots for students, including a career closet for students
3. The Foundation's college scholarship online application will open December 1 and is accessible on our website: gipsfoundation.org
Important dates November 8th Scholarship Workshop for Teachers, November 16th Scholarship Workshop for Counselors, December 6th Scholarship Essay Strategies
4. The Foundation Board will have the following business before them at their November 15, 2023 meeting:
 - a. Fiscal Year 23 Audit
 - b. Fiscal Year 23 990
 - c. Scholarship Preparation
 - d. New Member Nominations