

GIPS BOE Regular Meeting
Thursday, May 13, 2021 5:30 PM
Kneale Administration Building - Board Room

1. CALL TO ORDER
Speaker(s): Board President
2. ROLL CALL
Speaker(s): Mrs. Simmons
3. MISSION STATEMENT
4. CONSENT AGENDA
Speaker(s): Board President
 - 4.1. Minutes from the previous month's meeting
 - 4.2. Claims as submitted
 - 4.3. Bid Proposals as submitted
 - 4.4. Staff Adjustments as submitted
 - 4.5. Treasurer's Report as submitted
 - 4.6. Policy
 - 4.6.1. 4440 PURCHASING AUTHORITY on Final Read
 - 4.6.2. 4442 LOCAL PURCHASING on Final Read
 - 4.6.3. 7375 REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS OR LIBRARY COLLECTIONS on Final Read
 - 4.6.4. 8440 USE OF TOBACCO, ALCOHOL, AND OTHER CONTROLLED SUBSTANCES BY STUDENTS on Final Read
 - 4.6.5. 8450 STUDENT DISCIPLINE on Final Read
 - 4.6.6. 8570 DRUG FREE SCHOOL AND CAMPUS on Final Read
 - 4.6.7. 8457 INTERNET SAFETY AND ACCEPTABLE USE on First Read
 - 4.7. Contracts, Grants, AND MOU'S
 - 4.7.1. MOU for Districts with students in Academies of GISH
 - 4.8. Approval of Agenda as submitted
5. CAMPUS HIGHLIGHTS
 - 5.1. Campus Highlights--Lincoln Elementary, Building a strong learning community by employing parents
Speaker(s): Maureen Oman & Lincoln staff in person with video clips

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability., Strategic Plan Objective 07 - GIPS will cultivate a culturally proficient district in which all individuals are valued.
 - 5.2. Campus Highlights--Virtual Elementary School, Virtual Relationships
Speaker(s): Whitney Flowers, VES Staff

Goals: Virtual School Relationships-The video will highlight data and testimonials from VES stakeholders illustrating the GIPS Student Commitment that Every student experiences a sense of belonging, contribution, and success.

6. SPECIAL RECOGNITION

6.1. Student Recognition-- Art Awards

Speaker(s): Charity LaBrie

6.2. Student Recognition--Wrestling Gold Medal

Speaker(s): Coach Mr. Joey Morrison

6.3. Chris Vrooman, District Lead Nurse

Speaker(s): Dr. Dexter

6.4. Brian Whitecalf, FIT Program Community Liaison

Speaker(s): Dr. Dexter

6.5. Officer Jason Urbanski, Barr Resource Officer, received the 2020 For the Love of Children Award form the Association for Child Abuse Prevention

Speaker(s): Dr. Dexter

6.6. Knickrehm Winners Tobacco Free Hall County's Art Contest

Speaker(s): Dr. Palmer

6.7. PathBack Program

Speaker(s): Mr. Brian Kort

7. STUDENT REPRESENTATIVE REPORT

Speaker(s): Ken Bartling

8. PUBLIC FORUM

9. INFORMATION ITEMS

9.1. GIPS Foundation Scholarship Check Presentation

Speaker(s): Mrs. Traci Skalberg and GIPS Foundation Board Representative/s

9.2. Memorial Stadium Project Update

Speaker(s): Mrs. Traci Skalberg

9.3. Virtual School at the Middle and High School levels, Plans for 2021-22

Speaker(s): Dr. Palmer and Dr. Bailey

Goals: Student Success Measure 03 - Decreased achievement gaps among all student sub-groups on state accountability tests. , Student Success Measure 06 - Increased percentage of students with a high level of school connectedness and high commitment to learning. , Student Success Measure 08 - Increased percentage of students on track to graduate at 3rd, 8th, and 9th grades.

9.4. Non-Binding Letter of Intent - St. Francis Medical Center and GIPS

Speaker(s): Dr. Dexter

9.5. Transportation Contract

Speaker(s): Dr. Dexter

Goals: Student Success Measure 04 - Decreased percentage of students who are absent 15 or more days as reported by Nebraska Department of Education.

9.6. Second Step K-8 Counseling Curriculum

Speaker(s): Dr. Dexter

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability., Strategic Plan Objective 07 - GIPS will cultivate a culturally proficient district in which all individuals are valued.

9.7. Approve Title I funds for Reading Interventionists

Speaker(s): Kate Crowe, Dr. Bills

9.8. Request approval of ESSER II funds to hire virtual school staff to support K-12 programming

Speaker(s): Dr. Palmer and Dr. Bailey

9.9. Cannon Moss Brygger & Associates (CMBA) Contract

Speaker(s): Mr. Dan Petsch

9.10. Engineering Technologies Inc., (ETI) MOU

Speaker(s): Mr. Dan Petsch

9.11. Construction Update

Speaker(s): Mr. Petsch

9.12. Superintendent Report

Speaker(s): Dr. Grover

10. ACTION ITEMS

10.1. Contract from Policy Studies Associates for Strategic Plan

Speaker(s): Jennifer Worthington

Goals: Strategic Plan Objective 05 - GIPS will employ data to continuously improve teaching and learning.

10.2. Second Step K-8 Counseling Curriculum

Speaker(s): Dr. Dexter

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability., Strategic Plan Objective 07 - GIPS will cultivate a culturally proficient district in which all individuals are valued.

10.3. Non-Binding Letter of Intent - St. Francis Medical Center and GIPS

Speaker(s): Dr. Dexter

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Speaker(s): Kate Crowe, Dr. Bills

10.5. Request approval of ESSER II funds to hire virtual school staff to support K-12 programming

Speaker(s): Dr. Palmer and Dr. Bailey

11. COMMITTEE REPORTS

11.1. Finance and Facilities Committee

Speaker(s): Mr. Brown

11.2. Leading for Learning Committee

Speaker(s): Ms. Erika Wolfe

11.3. Personnel Committee

Speaker(s): Dr. Brosz

11.4. Policy Committee

Speaker(s): Mr. Brown

11.5. Public Relations and Partnership Development Committee

Speaker(s): Mrs. Lisa Albers

11.6. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Lindsey Jurgens

11.7. Governance Committee

Speaker(s): Mrs. Hinkle

11.8. GNSA / Legislative Committee

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

11.9. NASB Monthly Update

Speaker(s): Board President

12. EXECUTIVE SESSION FOR THE PURPOSE OF THE SUPERINTENDENT EVALUATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

13. RECONVENE FROM EXECUTIVE SESSION

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

15. NOTIFICATION OF UPCOMING BOARD MEETINGS

16. ADJOURNMENT

AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA
HALL COUNTY

Grand Island Independent

GRAND ISLAND PUBLIC SCHOOL/Classified
123 S WEBB RD
PO BOX 4904
GRAND ISLAND NE 68802

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mtg 5/13

Sherri Sheeks being first duly sworn on his/her oath, deposes and says that he/she is the Legals Clerk of the Grand Island Independent, a newspaper printed and published at 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 bona fide 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 in said newspaper.

Sherri Sheeks

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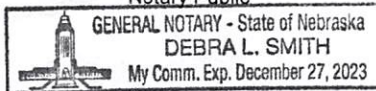
Subscribed in my presence and sworn to before me this 30 th day of April, 2021.

My commission expires

12/27, 20 *23*

Debra L. Smith

Notary Public



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 May 13, 2021 at 5:30 P.M., at the Kreale Administration Building, 123 S Webb Road, Grand Island, Nebraska, which 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.

RECEIVED MAY 03

Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, April 8, 2021 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:31 PM.

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

AGENDA

1. CALL TO ORDER

Meeting called to order at 5:30 PM

2. ROLL CALL

It has been recorded that Carlos Barcenas gave prior notice that he would be absent from the Regular Board of Education Meeting scheduled for April 8, 2021. Lindsey Jurgens gave prior notice that she would be late to the Regular Board of Education Meeting scheduled for April 8, 2021. She arrived at a recorded time of 5:35 pm.

3. MISSION STATEMENT

The Mission Statement was read by Mr. Hulinsky.

4. PUBLIC FORUM

5. CONSENT AGENDA

5.1. Minutes from the previous month's meeting

5.2. Claims as submitted

5.3. Bid Proposals as submitted

5.4. Staff Adjustments as submitted

5.5. Treasurer's Report as submitted

5.6. Grant Report Update

5.7. CONTRACTS, GRANTS, AND MOU'S

5.7.1. Zearn School On-Demand Professional Development Agreement

5.8. Policy

5.8.1. 5310 TRANSPORTATION Final Read

5.8.2. 4440 PURCHASING AUTHORITY First Read

5.8.3. 4442 LOCAL PURCHASING First Read

5.8.4. 7375 REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS OR LIBRARY COLLECTIONS First Read

5.8.5. 8440 USE OF TOBACCO, ALCOHOL, AND OTHER CONTROLLED SUBSTANCES BY STUDENTS First Read

5.8.6. 8450 STUDENT DISCIPLINE First Read

5.8.7. 8570 DRUG FREE SCHOOL AND CAMPUS First Read

5.9. Approval of Agenda as submitted

Approve consent agenda as presented. Passed with a motion by Lisa Albers and a second by Erika Wolfe.

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

6. INFORMATION ITEMS

6.1. Campus Highlights: Engleman Wildcats/Wildcat Readers-Sharing the reading focus at Engleman Elementary

Engleman will share the steps taken to create a community of readers! Partnering with the PTO, we have incorporated a read-a-thon connected to supporting our book vending machine, participated in the One School, One Book program and share our IRIP progress this year.

6.2. Campus Highlights: Seedling Mile-Dare to Lead book study and implications on culture/climate, and school environment

During the summer and fall of 2020, every staff member took part in a book study to create a unified foundation for operation. Staff have since relied on the structures of that information to brave a pandemic while caring well for our students and one another. Our team has taken the four skill sets and implemented them over the course of the last two years. Our four focus areas; Rumbling with Vulnerability, Living into our Values, Braving Trust, and Learning to Rise. This framework has provided a structure for navigating new ground and creating a culture for safety for difficult conversations around students as well as a safe learning environment for our students to learn within. We have created braver leaders and a more courageous culture for our students to be successful.

6.3. Dr. Ken Schroeder--New GIPS CFO Introduction

Dr. Ken Schroeder has been hired as the CFO for GIPS and will begin his duties fulltime on July 1. Dr. Schroeder has been working with Mr. Harden to ensure a smooth transition, and as such will be interacting more frequently with district staff and board members leading up to his official hire date.

6.4. Grand Island Education Association Retirement and Years of Service Celebration

Mrs. Karma Lewandowski invited the Board of Education to the annual Grand Island Education Association Retirement and Years of Service Celebration. Wednesday May 12 at the Balz reception Hall beginning at 4:00 and dinner at 4:30.

6.5. Memorandum of Understanding with Marzano Research

Dr. Palmer presented the Board of Education with the new REL Central contract, Marzano Research is seeking to partner with Nebraska school districts to develop a toolkit to support teachers in implementing the recommendations in the Teaching Strategies for Improving Algebra Knowledge in Middle and High School Students Practice Guide. To ensure the toolkit meets practitioner needs, Marzano Research seeks to engage school districts in roles that include thought partner, reviewer, developer, and/or implementer. Participation will rely on Marzano Research securing funding for the REL Central Contract.

6.6. On Track to Thrive 2025 Strategic Plan Revision and Budget Alignment

Over the past year, GIPS has reconsidered project and initiative itineraries. The district conducted a SWOT analysis to learn how to better diagnose the strengths, weaknesses, opportunities and threats that would be exacerbated by the pandemic. To that end, GIPS concentrated on clarifying district priorities, engaging school and community leaders, and executing budget decisions that promote equity. With the pandemic's economic impacts creating an unprecedented environment for PK-12 education, GIPS is proactively repurposing its resources to ensure students are on track to thrive.

Our district is stronger now because staff saw this moment as an opportunity to innovate and to reimagine possibilities for students.

6.7. Contract from Policy Studies Associates for Strategic Plan

6.8. Construction Update

Mr. Petsch presented the construction update.

6.9. Student Representative Report

Kendall Bartling gave the student representative report.

6.10. Superintendent Report

Dr. Grover presented the superintendent report. Grand Island Senior High's Musical Showcase will air Friday April 9, Saturday April 10 at 7:30, and Sunday April 11 at 2:00. Tickets are \$10.00 and masks are required. Congratulations to the three GISH students who co-wrote the musical showcase and to Mr. Greg Ulmer for the last musical showcase before his retirement.

7. ACTION ITEMS

7.1. Memorandum of Understanding with Marzano Research

Approve the partnership for the REL Central Contract as presented. Passed with a motion by Erika Wolfe and a second by Dave Hulinsky.

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

7.2. Purchase Core Knowledge Language Arts (CKLA) for Grades K-5

Approve the funds to purchase Core Knowledge Language Arts (CKLA) for Grades K - 5 as stated in the Needs Analysis Passed with a motion by Lisa Albers and a second by Erika Wolfe.

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

7.3. Purchase additional student consumables for MyPerspectives (3 year upfront).

Approve the funds to purchase the additional student consumables for MyPerspectives as stated in the Needs Analysis. Passed with a motion by Lisa Albers and a second by Dave Hulinsky.

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

7.4. Annexation Agreement(s)

Approve the Annexation Agreement(s) as presented. Passed with a motion by Terry Brown and a second by Lisa Albers.

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

7.5. Authority to Sale and Purchase Real Estate for Construction Technology Program

Authorize the Superintendent or designee the authority to sale or purchase Real Estate on behalf of the Board of education for the purposes of the Construction Technology Program. Passed with a motion by Terry Brown and a second by Joshua Hawley.

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

7.6. 2021 2022 Student Handbook

Approve the 2021-2022 Student Handbook as presented Passed with a motion by Erika Wolfe and a second by Terry Brown.

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

7.7. Endpoint Management Solution

Approve the ZoHo Desktop Central contract as presented. Passed with a motion by Terry Brown and a second by Joshua Hawley.

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

7.8. GIPS Copier and Print Services RFP

Approve the Lease and Maintenance Agreement and Service Level Agreement with Capital Business Systems as presented Passed with a motion by Terry Brown and a second by Dan Brosz.

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

8. COMMITTEE REPORTS

8.1. Finance and Facilities Committee

Mr. Brown gave the Finance and Facilities Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held May 4, 2021.

8.2. Leading for Learning Committee

Erika Wolfe gave the Leading for Learning Committee Report covering the major items

discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held May 4, 2021.

8.3. Personnel Committee

Josh Hawley gave the Personnel Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held May 5, 2021.

8.4. Policy Committee - Meets April 12 - No Report

No Committee report, Policy Committee will meet again April 12, 2021.

8.5. Public Relations and Partnership Development Committee

Lisa Albers gave the Public Relations and Partnership Development Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held May 7, 2021.

8.6. Grand Island Public Schools Foundation Report

Lindsey Jurgens reported for the GIPS Foundation. The foundation will not meet in April.

8.7. Governance Committee

Bonnie Hinkle gave the Governance Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held May 5, 2021.

8.8. GNSA / Legislative Committee

Bonnie Hinkle gave the GNSA / Legislative Report. The next Legislative Committee meeting will be held Monday April 12, 2021.

8.9. NASB Monthly Update

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

9. EXECUTIVE SESSION FOR THE PURPOSE OF THE SUPERINTENDENT EVALUATION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 7:28 p.m.

The recommendation for the Board to convene to executive session for the purpose of discussing the Superintendent Evaluation. Passed with a motion by Lisa Albers and a second by Terry Brown.

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

10. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 8:20 p.m.

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

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

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

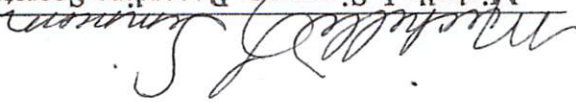
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12. NOTIFICATION OF UPCOMING BOARD MEETINGS
Regular Board of Education Meeting: Thursday May 13, 2021 at 5:30 PM. Graduation will be held May 16, 2021.

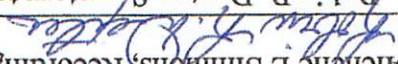
13. ADJOURNMENT

All business having been completed, the meeting was adjourned at 8:21 p.m.

Michelle L. Simmons, Recording Secretary



Robin R. Dexter, Secretary to the Board



Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76119	EMS Linq Inc	Web Based Software	\$1,000.00
76120	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$2,668.80
76121	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$2,380.80
76122	Amazon Cap Services Inc	General Supplies	\$2,076.57
76123	Educational Service Unit 4	Employee Training and Development Services	\$50.00
76124	Essential Personnel Inc	Cleaning Services	\$2,680.27
76125	Grand Island Utilities Dept	Electricity	\$43,269.05
76126	Nebraska Council of School Administrator	Dues and Fees	\$235.00
76127	Quill Corporation	General Supplies	\$97.79
76128	Verizon Wireless	Technology Hardware	\$120.03
76129	Verizon Wireless	Web Based Software	\$1,790.73
76130	Hiland Dairy Foods Company LLC	Milk	\$8,709.34
76131	Ace Hardware	General Supplies	\$41.95
76132	Amazon Cap Services Inc	General Supplies	\$315.03
76133	Brenmar Company Inc	Nutrition Services Warehouse	\$2,172.75
76134	Cash-Wa Distributing	Nutrition Services Warehouse	\$22,867.40
76135	Central District Health Dept	Dues and Fees	\$2,266.00
76136	Chesterman Company	Soda	\$101.52
76137	Culligan of Grand Island	General Supplies	\$505.40
76138	Goodwin Tucker	Repairs and Maintenance Services	\$201.00
76139	Greenberg Fruit Company	Produce	\$3,938.24
76140	Judy Eastman	Dues and Fees	\$14.00
76141	MH Equipment Company	Repairs and Maintenance Services	\$240.79
76142	Mid-Nebraska Disposal Inc	Refuse Disposal	\$404.60
76143	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$332.50
76144	Pan-O-Gold Baking Co	Bread	\$765.77
76145	Peterson Farms Fresh Inc	Produce	\$3,228.96
76146	US Foods - Grand Island	Nutrition Services Warehouse	\$14,591.33
76147	Amazon Cap Services Inc	General Supplies	\$4,165.49
76148	Earth's Birthday Project	General Supplies	\$103.20
76149	Floor To Ceiling Store	General Supplies	\$428.13
76150	Grand Island Independent	Advertising	\$4,604.09
76151	Grand Island Independent	Advertising	\$534.00
76152	Grand Island Utilities Dept	Electricity	\$49,735.50
76153	Sinclair Broadcast Group	Advertising	\$413.00
76154	UniFirst Corporation	Technical Services	\$86.44
76155	Wex Bank	Fuel	\$1,021.70
76156	Wex Bank	Fuel	\$2,377.37
76157	Wex Bank	Fuel	\$1,237.56
76158	Wex Bank	Fuel	\$598.14
76159	Wiper Towel Service	Technical Services	\$1,183.75
76160	Hiland Dairy Foods Company LLC	Milk	\$9,267.81
76161	First Bankcard Center/Visa	General Supplies	\$34.99
76162	First Bankcard Center/Visa	Advertising	\$772.54
76163	First Bankcard Center/Visa	Nutrition Services Warehouse	\$4,892.95
76164	First Bankcard Center/Visa	Furniture and Fixtures	\$95.94
76165	First Bankcard Center/Visa	General Supplies	\$53.50
76166	First Bankcard Center/Visa	Web Based Software	\$175.00
76167	First Bankcard Center/Visa	E-Books	\$4,129.20
76168	First Bankcard Center/Visa	General Supplies	\$1,549.05
76169	First Bankcard Center/Visa	General Supplies	\$237.33

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76170	First Bankcard Center/Visa	Employee Training and Development Services	\$115.00
76171	First Bankcard Center/Visa	Miscellaneous Expenditures	\$10.00
76172	First Bankcard Center/Visa	Employee Training and Development Services	\$367.00
76173	First Bankcard Center/Visa	Miscellaneous Expenditures	\$39.06
76174	First Bankcard Center/Visa	General Supplies	\$177.94
76175	First Bankcard Center/Visa	General Supplies	\$100.00
76176	First Bankcard Center/Visa	Employee Training and Development Services	\$240.77
76177	First Bankcard Center/Visa	Employee Training and Development Services	\$2,004.00
76178	First Bankcard Center/Visa	Equipment	\$3,030.80
76179	First Bankcard Center/Visa	General Supplies	\$8.99
76180	First Bankcard Center/Visa	Web Based Software	\$26.31
76181	Amazon Cap Services Inc	General Supplies	\$709.36
76182	Essential Personnel Inc	Cleaning Services	\$1,671.74
76183	Grand Island Utilities Dept	Electricity	\$26,229.03
76184	Idea Bank Marketing	Professional Services	\$179.00
76185	Iowa School for the Deaf	Technical Services	\$220.00
76186	UniFirst Corporation	General Supplies	\$158.68
76187	Verizon Wireless	Distance Education and Telecommunications	\$639.79
76188	Verizon Wireless	Distance Education and Telecommunications	\$457.32
76189	First Bankcard Center/Visa	Advertising	\$4,810.70
76190	Ace Hardware	General Supplies	\$421.46
76191	AKRS Equipment Solutions Inc	General Supplies	\$103.68
76192	Amazon Cap Services Inc	General Supplies	\$1,090.59
76193	Backpack Gear Inc	General Supplies	\$247.34
76194	Cline Williams Wright Johnson	Contracted Legal Services	\$7,791.00
76195	Computer Hardware	Audio-Visual Materials	\$2,397.00
76196	Essential Personnel Inc	Cleaning Services	\$1,264.47
76197	JP Boiler Service LLC	General Supplies	\$5,139.00
76198	Teacher Direct	General Supplies	\$113.00
76199	Typing Agent	Web Based Software	\$5,428.00
76200	Verizon Wireless	Distance Education and Telecommunications	\$386.44
76201	Grand Island Public Schools Activity Fun	Miscellaneous Expenditures	\$2,117.97
76202	HyVee	Food	\$98.92
76203	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$1,982.20
76204	Mid-Nebraska Disposal Inc	Refuse Disposal	\$256.18
76205	Office Depot	General Supplies	\$153.27
76206	Quill Corporation	General Supplies	\$421.94
76207	Redbird Flight Simulations Inc	Technical Services	\$592.94
76208	Clearly Communications	Distance Education and Telecommunications	\$1,014.59
76209	Super Saver Five Points	General Supplies	\$2,188.21
76210	Hiland Dairy Foods Company LLC	Milk	\$7,102.20
76211	Century Link	Distance Education and Telecommunications	\$2,324.64
76212	Gilmore & Bell PC	Contracted Legal Services	\$2,250.00
76213	Northwestern Energy	Utility Energy Services	\$3,260.28
76214	Sams Club Direct	General Supplies	\$1,141.39
76215	Steele Law Office	Contracted Legal Services	\$8,047.50
76216	Hiland Dairy Foods Company LLC	Milk	\$11,069.51
76217	Amazon Cap Services Inc	General Supplies	\$2,862.27
76218	Best Buy Business Account	Furniture and Fixtures	\$2,599.94
76219	Grand Island Utilities Dept	Electricity	\$28,903.62
76220	Grand Island Utilities Dept	Electricity	\$28,914.65

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76221	Grand Island Utilities Dept	Electricity	\$110.23
76222	Symmetry Energy Solutions LLC	Utility Energy Services	\$7,211.14
76223	Symmetry Energy Solutions LLC	Utility Energy Services	\$3,532.79
76224	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,932.23
76225	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,674.49
76226	Symmetry Energy Solutions LLC	Utility Energy Services	\$455.34
76227	Symmetry Energy Solutions LLC	Utility Energy Services	\$118.28
76228	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,589.49
76229	Symmetry Energy Solutions LLC	Utility Energy Services	\$8,538.50
76230	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,917.92
76231	Symmetry Energy Solutions LLC	Utility Energy Services	\$4,907.16
76232	Symmetry Energy Solutions LLC	Utility Energy Services	\$6,769.21
76233	Symmetry Energy Solutions LLC	Utility Energy Services	\$9,464.44
76234	Symmetry Energy Solutions LLC	Utility Energy Services	\$260.87
76235	Symmetry Energy Solutions LLC	Utility Energy Services	\$933.06
76236	Symmetry Energy Solutions LLC	Utility Energy Services	\$5,813.22
76237	Symmetry Energy Solutions LLC	Utility Energy Services	\$9,763.34
76238	Symmetry Energy Solutions LLC	Utility Energy Services	\$7,197.43
76239	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,372.97
76240	Symmetry Energy Solutions LLC	Utility Energy Services	\$7,522.97
76241	Symmetry Energy Solutions LLC	Utility Energy Services	\$2,325.08
76242	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,281.89
76243	Symmetry Energy Solutions LLC	Utility Energy Services	\$1,980.77
76244	Symmetry Energy Solutions LLC	Utility Energy Services	\$109.97
76245	Policy Studies Associates Inc	Professional Education Services	\$18,333.34
76246	Mid-Nebraska Disposal Inc	Refuse Disposal	\$5,014.40
76247	Northwestern Energy	Utility Energy Services	\$353.26
76248	Solution Tree LLC	Books & Periodicals	\$71.90
76249	State Electrical Division	Dues and Fees	\$50.00
76250	Ace Hardware	General Supplies	\$25.17
76251	Alacia Glandt	Mileage Paid to Staff	\$14.95
76252	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$1,405.00
76253	Amazon Cap Services Inc	General Supplies	\$6,745.16
76254	Aramark Uniform Services	Technical Services	\$1,022.25
76255	Essential Personnel Inc	Cleaning Services	\$1,174.50
76256	Grand Island Utilities Dept	Electricity	\$11,555.88
76257	Idea Bank Marketing	Professional Services	\$439.00
76258	Kimberly Foley	Mileage Paid to Staff	\$42.56
76259	Laura Gamboa Urrego	Mileage Paid to Staff	\$65.07
76260	Legacy Outdoor Advertising LLC	Advertising	\$575.00
76261	Stacie Faber	Mileage Paid to Staff	\$10.36
76262	Tammi K Garrels	Mileage Paid to Staff	\$5.04
76263	Verizon Wireless	Distance Education and Telecommunications	\$120.03
76264	Century Link	Distance Education and Telecommunications	\$296.51
76265	Century Link	Technical Services	\$293.01
76266	Century Link	Distance Education and Telecommunications	\$155.48
76267	Danny Oberg	Rentals	\$3,000.00
76268	Nasb Alicap	Professional Services	\$1,000.00
76269	Office Depot	General Supplies	\$531.54
76270	Penworthy Company	Books & Periodicals	\$845.59
76271	Quill Corporation	General Supplies	\$265.36

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76272	Steele Law Office	Contracted Legal Services	\$5,217.00
76273	Hiland Dairy Foods Company LLC	Milk	\$10,051.41
76274	95 Percent Group INC	General Supplies	\$3,052.50
76275	Abby Stoddard	Mileage Paid to Staff	\$42.28
76276	Accurate Labels Designs Inc	General Supplies	\$739.95
76277	Ace Hardware	General Supplies	\$1,259.81
76278	Advanced Water Company Inc	General Supplies	\$208.04
76279	All for KIDZ Inc	General Supplies	\$1,500.00
76280	All Star Auto Glass of Grand Island	Repairs and Maintenance Services	\$575.96
76281	Alpha Rehabilitation PC	Professional Education Services	\$2,163.63
76282	Amy L Boyer	General Supplies	\$9.99
76283	Amy May	Employee Training and Development Services	\$99.84
76284	Amy Richards	General Supplies	\$102.33
76285	Amy Schneider	Mileage Paid to Staff	\$97.32
76286	Amy Sjolholm	Professional Services	\$1,162.50
76287	Andy Schneider	Mileage Paid to Staff	\$103.60
76288	Angela Runquist	Mileage Paid to Staff	\$47.99
76289	Ann Porter	Mileage Paid to Staff	\$7.50
76290	April Sundberg	Professional Services	\$611.25
76291	Aramark Uniform Services	Technical Services	\$64.59
76292	Audrey J Smalley	Mileage Paid to Staff	\$30.24
76293	Audrey Reimers	Professional Services	\$125.00
76294	B & H Photo-Video Inc	Audio-Visual Materials	\$6,794.48
76295	Blick Art Materials	General Supplies	\$1,937.74
76296	Border States Industries Inc	General Supplies	\$9,598.75
76297	Bosselman Energy Inc	General Supplies	\$145.91
76298	Bound To Stay Bound Books	Books & Periodicals	\$360.55
76299	Brand's	General Supplies	\$355.49
76300	Brenda Anderson	Mileage Paid to Staff	\$49.22
76301	Brenda Skarka	Mileage Paid to Staff	\$11.20
76302	Broad Reach	Books & Periodicals	\$317.59
76303	Bryant Piano Service	Technical Services	\$411.00
76304	Cannon Moss Brygger & Assoc	Buildings	\$5,336.50
76305	Carrot-Top	Custodial Supply Warehouse	\$475.95
76306	Casey & Kirsch Publishers	Books & Periodicals	\$150.00
76307	CCS Presentation Systems	Technical Services	\$720.00
76308	Celeste Mildenstein	Mileage Paid to Staff	\$13.77
76309	Center for the Collaborative Classroom	General Supplies	\$2,997.00
76310	Cgsmusic	Professional Services	\$1,019.20
76311	Cherie Mattson	Mileage Paid to Staff	\$20.66
76312	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	\$6.40
76313	Christina M Vrooman	Mileage Paid to Staff	\$16.30
76314	Christina Mullins	Professional Services	\$125.00
76315	Communications Engineering	General Supplies	\$9,123.00
76316	Communications Supply Corp	General Supplies	\$1,189.53
76317	Connie Voss	General Supplies	\$14.00
76318	Construction Rental	General Supplies	\$169.60
76319	Copycat Instant Printing	General Supplies	\$2,432.28
76320	Cpm Educational Program	Books & Periodicals	\$333.65
76321	Creative Cabinets Inc	General Supplies	\$21.66
76322	Creative Sites LLC	Equipment	\$13,903.06

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76323	Crescent Electric Supply	General Supplies	\$2,711.26
76324	Culligan of Grand Island	Technical Services	\$90.50
76325	Curriculum Associates	Books & Periodicals	\$1,190.79
76326	Cydney Lounsbury	General Supplies	\$16.97
76327	Dallas Nuncio	Dues and Fees	\$118.00
76328	Dan Petsch	Mileage Paid to Staff	\$40.77
76329	Darrell Holley	Mileage Paid to Staff	\$8.96
76330	David White	General Supplies	\$88.60
76331	Dawn Deuel-Rutt	Mileage Paid to Staff	\$70.00
76332	Deborah Renae Meyer	Professional Services	\$125.00
76333	Demco	General Supplies	\$76.95
76334	Devin Duren	Mileage Paid to Staff	\$12.88
76335	Donna Millspaugh	Professional Services	\$50.00
76336	Dorszynski Michelle	Mileage Paid to Staff	\$43.23
76337	Douangchan Keomysay	Technical Services	\$21.00
76338	DreamBox Learning Inc	Professional Education Services	\$1,200.00
76339	Eakes Office Solutions	Technical Services	\$21,285.29
76340	Eberl Plumbing & Drain	Technical Services	\$437.50
76341	Educational Service Unit 10	Professional Education Services	\$7,097.12
76342	Educational Service Unit 9	Professional Education Services	\$20,162.93
76343	Egan Supply Company	Custodial Supply Warehouse	\$8,963.10
76344	Engineering Technologies Inc	Buildings	\$11,460.00
76345	Erin Dubas	General Supplies	\$47.30
76346	Ethan Moseman	General Supplies	\$60.10
76347	Fastenal	General Supplies	\$282.78
76348	Fat Brain Holdings LLC	General Supplies	\$93.79
76349	Follett School Solutions Inc	Books & Periodicals	\$4,544.28
76350	Fonner Park Exposition & Events Center	Dues and Fees	\$338.50
76351	Fun Express LLC	General Supplies	\$380.41
76352	Global Med Industries LLC	General Supplies	\$2,900.00
76353	Grand Island Express Inc	Repairs and Maintenance Services	\$32.56
76354	Grand Island Physical Therapy	Professional Education Services	\$26,380.36
76355	Grand Island Public Schools Nutrition Sv	Miscellaneous Expenditures	\$2,165.94
76356	Greg Morrow	Mileage Paid to Staff	\$22.96
76357	Grones Outdoor Power & Battery	General Supplies	\$292.84
76358	Gumdrop Books	Books & Periodicals	\$955.88
76359	Gustave A Larson Company	General Supplies	\$3,610.17
76360	Head Start Family Dev Program	Professional Services	\$32,305.83
76361	Heather Alexander	Mileage Paid to Staff	\$15.46
76362	Hesselgesser Electric	General Supplies	\$128.59
76363	High/Scope Press	General Supplies	\$180.00
76364	Holiday Express	Student Transportation	\$665.00
76365	Hooker Bros Sand & Gravel Inc	General Supplies	\$572.34
76366	HUMANeX Ventures LLC	Technical Services	\$5,700.00
76367	Insect Lore	General Supplies	\$37.94
76368	Intermountain Lock & Supply Co	General Supplies	\$248.55
76369	Interstate All Battery Center	Repairs and Maintenance Services	\$825.97
76370	Island Indoor Climate	Technical Services	\$156.00
76371	Island Sprinkler Supply	General Supplies	\$284.56
76372	Jacqueline Juarez Meier	Mileage Paid to Staff	\$14.90
76373	Jami Lee Dutcher	Mileage Paid to Staff	\$18.20

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76374	Jennifer Koralewski	Employee Training and Development Services	\$47.92
76375	Jenny Lynn Rother	Mileage Paid to Staff	\$116.08
76376	John Schultz	Mileage Paid to Staff	\$101.75
76377	Johnson Hardware	Equipment	\$12,081.00
76378	Joni Mayfield	Mileage Paid to Staff	\$118.10
76379	Joshua Hawley	Travel	\$54.88
76380	JP Boiler Service LLC	General Supplies	\$3,338.00
76381	Judith Grimes	Mileage Paid to Staff	\$28.34
76382	Julie Hehnke	Employee Training and Development Services	\$47.92
76383	Junior Library Guild	Books & Periodicals	\$1,017.30
76384	JW Pepper Son Inc	General Supplies	\$667.37
76385	Karma L Lewandowski	Mileage Paid to Staff	\$130.64
76386	Kathleen Williams	General Supplies	\$21.44
76387	Kelli Mayhew	Mileage Paid to Staff	\$44.35
76388	Kelly Coslet	General Supplies	\$58.91
76389	Kelly Supply Co	General Supplies	\$7,346.68
76390	Kenneth DeFrank	Mileage Paid to Staff	\$243.94
76391	Kens Appliance Inc	General Supplies	\$2,067.18
76392	Kevin Watson	Mileage Paid to Staff	\$13.44
76393	Kimberly J Schlachter	Mileage Paid to Staff	\$17.13
76394	Knowbuddy Resources	Books & Periodicals	\$158.18
76395	Kristin Watson	Mileage Paid to Staff	\$24.92
76396	LaBrie Jesse	General Supplies	\$77.61
76397	Lakeshore Learning Materials	General Supplies	\$4,578.06
76398	Lauren Ashley Shepherd	Mileage Paid to Staff	\$57.57
76399	Lauren Schumacher	Mileage Paid to Staff	\$27.27
76400	LCL Truck Equipment Inc	Vehicles	\$11,865.00
76401	Learning Sciences International LLC	Employee Training and Development Services	\$12,400.00
76402	Lift Solutions Inc	Technical Services	\$281.74
76403	Lindsey Jurgens	Travel	\$56.00
76404	Literacy Resources LLC	Books & Periodicals	\$1,533.40
76405	Lucy Long	Employee Training and Development Services	\$47.92
76406	LUNA Language Services	Professional Services	\$340.00
76407	Lynn Bender	Mileage Paid to Staff	\$22.51
76408	Madison Tibbetts	Mileage Paid to Staff	\$45.36
76409	Marks Plumbing Parts	General Supplies	\$2,825.69
76410	Marla Rischling	Mileage Paid to Staff	\$109.76
76411	Marty Markvicka	Mileage Paid to Staff	\$49.44
76412	Mary Kathryn McFarland	Employee Training and Development Services	\$47.92
76413	Mary Lamken	Mileage Paid to Staff	\$20.83
76414	Matheson Tri Gas Inc	General Supplies	\$443.02
76415	Maxim Healthcare Services Inc	Professional Education Services	\$3,784.48
76416	Mechanical Sales Inc	General Supplies	\$2,935.00
76417	Medline Industries Inc	General Supplies	\$472.76
76418	Megan L Jaixen	Professional Education Services	\$4,455.00
76419	Melinda R Akin	Mileage Paid to Staff	\$112.56
76420	Menards	General Supplies	\$3,504.99
76421	Meredith Davis	Mileage Paid to Staff	\$30.24
76422	Midwest Alarm Services	General Supplies	\$165.00
76423	Midwest Restaurant Supply LLC	Professional Services	\$1,195.95
76424	Mindy Moyer	Professional Services	\$1,675.00

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76425	MJA Creative LLC	Professional Education Services	\$750.00
76426	Monika Peters	Employee Training and Development Services	\$95.84
76427	MSC Industrial Supply Co Inc	General Supplies	\$1,810.20
76428	NAPA Auto Parts of Grand Island	Equipment	\$4,795.36
76429	Nasco	General Supplies	\$166.40
76430	NCECBVI	Technical Services	\$1,404.00
76431	Nebraska Association Of School Boards	Employee Training and Development Services	\$965.00
76432	Nebraska Council of School Administrator	Dues and Fees	\$335.00
76433	Nichole Stoltenberg	Mileage Paid to Staff	\$55.44
76434	O Keefe Elevator Co Inc	Technical Services	\$2,281.68
76435	Paper Tiger Shredding Inc	Refuse Disposal	\$255.00
76436	Patricia Costello	Professional Services	\$1,862.50
76437	Phouthasone Manivong	Employee Training and Development Services	\$95.84
76438	Pioneer Door	General Supplies	\$95.00
76439	Platte Valley Communications	General Supplies	\$681.10
76440	Policy Studies Associates Inc	Professional Education Services	\$9,166.67
76441	Pomp's Tire Service Inc	General Supplies	\$360.94
76442	Porter Trustin Carlson Company	General Supplies	\$166.00
76443	Quentin Zeller	Mileage Paid to Staff	\$88.48
76444	Rachel Schiley	Mileage Paid to Staff	\$13.88
76445	Rebecca Christensen	Mileage Paid to Staff	\$20.16
76446	Rebecca Duran Meyer	Mileage Paid to Staff	\$14.11
76447	Rebecca R Behring	General Supplies	\$21.00
76448	Rentokil North America Inc	Technical Services	\$2,581.00
76449	Robin Richelle Seim	Professional Services	\$100.00
76450	Ronald G Hester	Mileage Paid to Staff	\$91.84
76451	Sarah K Henry	Mileage Paid to Staff	\$32.14
76452	Sarah Nedrig	Mileage Paid to Staff	\$1.34
76453	Sarah Wolf	General Supplies	\$40.00
76454	See It Right Corp	Audio-Visual Materials	\$64.00
76455	Shelby Wallick	Mileage Paid to Staff	\$4.59
76456	Sherril Tolen	Employee Training and Development Services	\$68.02
76457	Suyapa Gonzalez	Mileage Paid to Staff	\$53.59
76458	Sydney Jean Lorang	Mileage Paid to Staff	\$6.83
76459	Teacher Direct	General Supplies	\$285.32
76460	Teacher Synergy LLC	General Supplies	\$56.93
76461	The Archway	General Supplies	\$48.00
76462	The Home Depot Pro	Custodial Supply Warehouse	\$60,753.73
76463	Timothy Dvorak	Employee Training and Development Services	\$95.84
76464	Toledo Physical Education Supply Company	General Supplies	\$304.25
76465	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$3,913.94
76466	Tonya Papineau	Mileage Paid to Staff	\$23.40
76467	Toofast Supply	General Supplies	\$1,080.79
76468	Tools 4 Reading LLC	General Supplies	\$60.00
76469	Trausch Dynamics	General Supplies	\$1,047.17
76470	Travas G Wright	Mileage Paid to Staff	\$18.81
76471	Trego Dugan Aviation of Grand Island Inc	General Supplies	\$162.30
76472	Tri-Cities Group Inc.	Technical Services	\$784.30
76473	Tumbleweed Press Inc	Web Based Software	\$479.20
76474	Tyler Schardt	General Supplies	\$3.99
76475	Uline	General Supplies	\$2,602.82

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
76476	Ultimate Office	General Supplies	\$321.45
76477	Uncharted Learning	Web Based Software	\$18,000.00
76478	UniFirst Corporation	Technical Services	\$692.16
76479	UniFirst Corporation	Technical Services	\$180.62
76480	University Of Ne Lincoln Cooperative	General Supplies	\$25.00
76481	Varidesk LLC	General Supplies	\$2,133.00
76482	Virco Inc	Furniture and Fixtures	\$16,608.64
76483	Voyager Sopris Learning Inc	Books & Periodicals	\$7,022.14
76484	Whitney Flower	Books & Periodicals	\$239.39
76485	Winsupply of Grand Island	General Supplies	\$2,768.79
76486	Woodwards Disposal Service Inc	Refuse Disposal	\$235.00
76487	Woodworks LTD	General Supplies	\$84.95
76488	Yandas Music	Professional Services	\$216.55
76489	Ziamba Roofing Co	Technical Services	\$295.00
76490	Ziller Tile Center	General Supplies	\$36.59
76491	Zoho Corporation	Technology Software	\$76,118.00
76492	Abante Marketing	Miscellaneous Expenditures	\$968.40
76493	Ace Hardware	General Supplies	\$33.51
76494	Amazon Cap Services Inc	Nutrition Services Warehouse	\$141.89
76495	Barbara Knuth	Mileage Paid to Staff	\$26.88
76496	Bosselman Energy Inc	General Supplies	\$71.82
76497	Brenmar Company Inc	Nutrition Services Warehouse	\$2,172.75
76498	Carolyn Arends	Mileage Paid to Staff	\$27.61
76499	Cash-Wa Distributing	Nutrition Services Warehouse	\$73,085.13
76500	Cassie Kaspar	Mileage Paid to Staff	\$7.00
76501	Chesterman Company	Soda	\$274.08
76502	Dina Goscha	Mileage Paid to Staff	\$29.57
76503	Eakes Office Solutions	Furniture and Fixtures	\$1,770.00
76504	Evelyn R Seim	Mileage Paid to Staff	\$18.48
76505	Grand Island Public Schools	Miscellaneous Expenditures	\$2,164.69
76506	Greenberg Fruit Company	Produce	\$25,632.75
76507	Helen Batenhorst	Mileage Paid to Staff	\$220.96
76508	Kens Appliance Inc	General Supplies	\$86.16
76509	Kevin Harpham	Mileage Paid to Staff	\$23.07
76510	LeAnn Masat	Mileage Paid to Staff	\$21.11
76511	Lisa Moss	Mileage Paid to Staff	\$28.85
76512	Midwest Restaurant Supply LLC	Equipment	\$13,711.49
76513	Pamela L Morriss	Mileage Paid to Staff	\$3.92
76514	Pan-O-Gold Baking Co	Bread	\$5,819.35
76515	Pepsi-Cola Company	Soda	\$192.50
76516	Peterson Farms Fresh Inc	Produce	\$12,512.22
76517	Platinum Packaging Group	Nutrition Services Warehouse	\$1,574.46
76518	Raynor Garage Doors of Central Nebraska	Repairs and Maintenance Services	\$914.00
76519	Revere Packaging	Nutrition Services Warehouse	\$7,126.20
76520	Sheri Adams	Mileage Paid to Staff	\$37.35
76521	Suzanne Marie Amerson	Mileage Paid to Staff	\$5.04
76522	Teresa Abuwisha	Mileage Paid to Staff	\$14.11
76523	Theresa McCarthy	Mileage Paid to Staff	\$23.80
76524	US Foods - Grand Island	Nutrition Services Warehouse	\$38,990.07
ACH	Holiday Express	Student Transportation	\$157,233.04
ACH	Holiday Express	Student Transportation	\$126,046.00

Grand Island Public Schools

Claims Listing

May 13, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
ACH	Wells Fargo Equipment Finance Inc	Technical Services	\$8,781.03
		April Claims	\$1,549,625.28
		April 15, 2021 Payroll	\$8,150,129.27
			<u>\$9,699,754.55</u>

Kneale Administration Building



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

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

April 30, 2021

RE: Proposals Received for the Construction Technology House, 3310 Congressional Place

BUDGET:
Construction Technology

PROPOSALS RECEIVED:

HVAC		
	Jerry's Sheet Metal	\$10,600
Plumbing		
	Sewer Rooter & Plumbing	\$29,100
Electrical		
	Middleton Electric, Inc.	\$22,100
Painting/Staining		
	GSC Unlimited Inc.	\$21,368
Foundation		
	K-Wall LLC	\$23,639
	And A&G Spray Pros LLC	<u>\$1,457.30</u>
	Total	\$25,096.30
Flat Concrete		
	Bigby's Concrete Inc.	\$25,821.61
Drywall		
	Essink Bros. Drywall Inc.	\$25,540
Garage Doors		
	Overhead Door of Grand Island	\$2,605

RECOMMENDATION:

The recommendation is to approve the proposals as received and outlined above. This project will be funded through the Construction Technology activities fund.

Dan O. Petsch
Director of Buildings & Grounds

Kneale Administration Building



April 30, 2021

RE: Proposals Received for Science Room Renovation
@ Grand Island Senior High School

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

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

BUDGET:
Special Building Fund

PROPOSALS GIVEN TO:
Jerry's Sheet Metal
Snell Services
Island Indoor Climate

PROPOSALS RECEIVED:

	Island Indoor Climate	Jerry's Sheet Metal
Cost to Install HVAC Equip	\$85,162	\$95,000
Bond	\$1,064	\$1,000
Total	\$86,226	\$96,000
Alt #1 Electrical Work	\$42,500	\$42,500
Bond	\$531	\$1,000
Total including Alt. #1	\$129,257	\$139,500

RECOMMENDATION:

It is recommended to approve the proposal from Island Indoor Climate for a total to install HVAC equipment of \$86,226 and a total for Alt. #1 Electrical Work of \$43,031. This is a total cost of \$129,257. This project will be funded through the Special Building Fund.

Dan O. Petsch
Director of Buildings & Grounds

GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska

STAFF ADJUSTMENT
 May 13, 2021

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Angel Alberti	Special Education Resource/ CBI/1.0 FTE/Barr	08/05/21	BA-02	Fort Hays State University	R. Hoobler
Gary Alexander	Dramatics/1.0 FTE/Senior	08/05/21	BA+27 -07	Chadron State College	G. Ulmer
Kyla Alexander	First Grade/1.0 FTE/Starr	08/05/21	BA-07	Chadron State College	D. Ryan
Taylor Bennett	Kindergarten/1.0 FTE/ West Lawn	08/05/21	BA-02	UNK	J. Moran
Amanda Bonczynski	Special Education Resource/ 1.0 FTE/Barr	08/05/21	BA-02	UNK	T. Miles
Morgan Eihusen	Special Education Resource/ 1.0 FTE/Building to be Determined	08/05/21	BA-02	Colorado Christian University	TBD
Corinne Grint	Special Education Resource/ 1.0 FTE/Building to be Determined	08/05/21	BA-02	Wayne State College	TBD
Rita Hernandez	Skills Academy Social Worker/ 1.0 FTE/Westridge	08/05/21	MA-05	University of Southern California	A. Runquist
Caitlin Houdek	Vocal Music/1.0 FTE/Walnut	08/05/21	BA-04	UNL	B. LaPalme
Sloane Koerperich	Second Grade/1.0 FTE/ West Lawn	08/05/21	BA-02	UNL	K. Eberle

Certified New Hires (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Kasey Lammers	Art/1.0 FTE/Senior	08/05/21	BA-02	Hastings College	J. Dubas
Evan Lee	Curriculum Coordinator Fine Arts & Social Studies/1.0 FTE/ Admin. Bldg.	08/16/21	Ph. D.	UNL	Approved by Board
Brittany Marr	Fifth Grade/1.0 FTE/Engleman	08/05/21	BA-02	William Jewell College	A. Twohig
Jeremy Otto	Special Education Resource/ 1.0 FTE/Building to be Determined	08/05/21	BA-02	UNK	TBD
Ashley Pachta	Second Grade/1.0 FTE/ Shoemaker	08/05/21	BA-02	UNK	Enrollment
Bryan Ramallo	Spanish/1.0 FTE/Senior	08/05/21	BA-02	UNK	N. Kirschbaum
Elizabeth Schott	Second Grade/1.0 FTE/ Knickrehm	08/05/21	BA+18 -02	UNK	C. Christensen
Ashton Stewart	Language Arts/1.0 FTE/ Walnut	08/05/21	BA+18 -04	University of Phoenix	E. Boyle
Samantha Wigle	Second Grade/1.0 FTE/ Engleman	08/05/21	BA-04	UNL	K. Scheel
Donna Wright	Bilingual/1.0 FTE/Walnut	08/05/21	BA+36 -04	Charter Oak	J. Eriksen

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Jeffrey Balz	Head Girls Basketball/Senior	08/05/21	S. Hirchert
Kathryn Zeller	Middle School Yearbook Program Sponsor/ Westridge	08/05/21	L. Follmer

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Douglas Corman	Yard Worker/Admin. Bldg.	1.0	04/17/21 -10/15/21	Seasonal
Patrick English	Yard Worker/Admin. Bldg.	1.0	04/12/21	D. Sidders
Zachary Johansen	Special Education Paraeducator/Westridge	.94	03/29/21	M. Schwarz
Mark Jones	Yard Worker/Admin. Bldg.	1.0	04/26/21 -10/15/21	Seasonal
David Krolikowski	Yard Worker/Admin. Bldg.	1.0	04/05/21 -10/15/21	Seasonal
Connie Posson	Special Education Paraeducator/Wasmer	.94	03/29/21	E. Raymond
Jesus Sebastian	Dishwasher/Walnut	.50	03/29/21	M. Macias
Jennifer Urrutia Matzar	Paraeducator/Shoemaker	.94	04/20/21	E. Cabrera

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Erlinda Amen	Elementary Counselor/1.0 FTE/Shoemaker	New position	05/26/21
Cindy Beaman	Curriculum Coordinator Mathematics/ 1.0 FTE/Admin. Bldg.	Retirement	08/15/21
Asia Berg	Gear Up Adviser/.50 FTE/Senior/.25 FTE/ Barr/.25 FTE/Walnut	New position	05/26/21
Leah Borer	Science/1.0 FTE/Senior	New position	05/26/21
Katie Brinamen	Third Grade/1.0 FTE/Howard	Personal	05/26/21
Shania Brown	Special Education Resource/1.0 FTE/ Westridge	New position	05/26/21
Abigail Brummel	English Language Arts/1.0 FTE/Westridge	Personal	05/26/21
Sharilyn Cole	Health/1.0 FTE/Barr	Retirement	05/26/21
Mahria DePaolo	Special Education Resource/1.0 FTE/Walnut	Personal	05/26/21
Jerome Dubas	Art/1.0 FTE/Senior	Personal	05/26/21
Melissa Ellingson	Special Education Resource/1.0 FTE/Senior	Relocation	05/26/21
Jackie Engel	School Psychologist/.50 FTE plus 10 extended days/Senior/.50 FTE/Admin. Bldg.	New position	07/14/21
Irene Falldorf	Instructional Coach/1.0 FTE/Westridge	Retirement	05/26/21
Hallie Grimes	Second Grade/1.0 FTE/Howard	Relocation	05/26/21
Alma Gutierrez	Second Grade/.53 FTE/Dodge	Personal	05/26/21
Scott Hirschert	Science/1.0 FTE/Senior	New position	05/26/21
Rebecca Hoobler	Special Education Resource/CBI/1.0 FTE/Barr	Personal	05/26/21

Certified Resignations (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Terri Johansen	English Language Arts/1.0 FTE/Barr	Personal	05/26/21
Jada Johnson	Entrepreneurship/1.0 FTE/Barr	Personal	05/26/21
Carol Jurgensmier	English Language Arts/1.0 FTE/Barr	New position	05/26/21
Jona Lau	Spanish/1.0 FTE/Senior	Personal	05/26/21
Allissa Marty	Special Education Resource/1.0 FTE/Dodge	New position	05/26/21
Diane Meyer	Fifth Grade/1.0 FTE/Knickrehm	Retirement	05/26/21
Jessica Moran	Kindergarten/1.0 FTE/West Lawn	Relocation	05/26/21
Amy Moyer	Leave of Absence 2020-2021	Personal	05/26/21
Tonya Papineau	Speech & Language Pathologist/1.0 FTE/ Admin. Bldg.	New position	07/14/21
Lindsey Pohlmeier	Instructional Coach/1.0 FTE/Barr	Personal	05/26/21
Krystal Posey	School Psychologist/.50 FTE plus 6 extended days/Admin. Bldg.	Personal	07/14/21
Chelsey Ruzicka	Second Grade/1.0 FTE/Newell	Personal	05/26/21
Nicole Schulte	Middle School Counselor/1.0 FTE plus 5 extended days/Westridge	New position	05/26/21
Grant Seufferlein	Social Studies/1.0 FTE/Senior	Personal	05/26/21
Suzanne Showers	Social Emotional Cognitive Learning Coach/ .54 FTE plus 3 extended days/Senior	New position	05/26/21
Bailey Simonson	Second Grade/1.0 FTE/Stolley Park	Relocation	05/26/21
Janessa Slattery	Mathematics/1.0 FTE/Barr	Personal	05/26/21

Certified Resignations (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Chelsea Stockamp	Special Education Resource/1.0 FTE/ Building to be Determined	Request to be released from 2021-2022 contract due to relocation	05/13/21
Audrey Smalley	Mathematics/1.0 FTE/Senior	Personal	05/26/21
Kate Tellus	English Language Arts/1.0 FTE/Walnut	New position	05/26/21
Joshua Van Pelt	English Language Arts/1.0 FTE/Walnut	New position	05/26/21
Valerie Wagner	English Language Arts/1.0 FTE/Barr	Personal	05/26/21

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Asia Berg	Junior Varsity Girls Basketball/Senior	New position	05/26/21
Lacey Follmer	Middle School Yearbook Program Sponsor/Westridge	Personal	05/26/21

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
James Bartlett	Paraeducator/.63 FTE/Noon Monitor/.25 FTE/Barr	Personal	04/01/21
Amanda Blackburn	Preschool Paraeducator/1.0 FTE/Early Learning Center	Personal	04/16/21
Amy Dishman	Special Education Paraeducator/.94 FTE/Jefferson	Personal	04/13/21

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Heather Elsbernd	Satellite Clerk/.38 FTE/Howard	Personal	04/12/21
Tiffany Gapp	Piano Accompanist/.76 FTE/Westridge	New position	05/21/21
Jessica Heidelk	Food Server/.47 FTE/Newell/.19 FTE/Howard	Personal	04/22/21
Jane Helton	Technology Assistant/1.0 FTE/Barr	Retirement	06/04/21
Stacy Klassen	Special Education Paraeducator/.94 FTE/Shoemaker	Personal	05/07/21
Teresa Lorsung	Head Food Server/.44 FTE/Howard	Personal	04/01/21
Thomas Murphy	Special Education Paraprofessional/.94 FTE/Senior	Passed away	04/01/21
Doreatha Noziska	Paraeducator/.94 FTE/West Lawn	Retirement	05/21/21
Gina O'Neill	Special Education Paraeducator/.94 FTE/Starr	New position	04/30/21
Paola Orellana Cortez	Nutrition Services Assistant/.88 FTE/CNC	New position	04/09/21
Paulina Ortega Madrid	Bilingual Paraeducator/.56 FTE/Dodge	New position	04/16/21
Gordon Pedersen	Crossing Guard/.31 FTE/Newell	Termination	04/01/21
Luke Racioppi	Skills Academy Paraprofessional/.94 FTE/Westridge	Personal	04/20/21
Amy Riskowski	Special Education Paraeducator/ISP/.94 FTE/Walnut	Termination	03/05/21
Brittney Salter	Skills Academy Paraprofessional/.94 FTE/Dodge	New position	04/16/21
Tina Sander	Special Education Paraeducator/.94 FTE/Shoemaker	Retirement	05/21/21

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Briana Schneider	Paraeducator/.94 FTE/Starr	Termination	04/16/21
Steven Schwieger	Campus Monitor/1.0 FTE/Senior	Termination	04/21/21
Cora Thompson	Special Education Paraeducator/.94 FTE/Newell	Personal	04/23/21
LeonardoVerduzco Aguilar	Assistant Custodian/1.0 FTE/Dodge	Personal	03/26/21
Rosalie Zlomke	Technical Support Specialist/1.0 FTE/Admin. Bldg.	Retirement	07/07/21

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Augusta Beahm	Gear Up Academic Coach/ 1.0 FTE/Senior	Academy Principal/1.0 FTE/ Senior	08/16/21	R. Hester
Penny Brown	Special Education Supervisor/ 1.0 FTE (260 days)/ Admin. Bldg.	Special Education Supervisor/ 1.0 FTE (230 days) plus 15 extended days/Admin. Bldg.	08/16/21	Change contract days
Danielle Buhrman	Instructional Coach/1.0 FTE/ Walnut	Curriculum Coordinator Mathematics/1.0 FTE/ Admin. Bldg.	08/16/21	C. Beaman
Kevin Butters	Fifth Grade/1.0 FTE/Lincoln	Fifth Grade/1.0 FTE/ Stolley Park	08/05/21	Enrollment
Jacqueline Caldwell	First Grade/1.0 FTE/Howard	Third Grade/1.0 FTE/Howard	08/05/21	K. Brinamen

Certified Changes (cont.)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Morgan Cemper	Fourth Grade/1.0 FTE/ Shoemaker	First Grade/1.0 FTE/ Shoemaker	08/05/21	L. Woitaszewski
Chelsi Christensen	Second Grade/1.0 FTE/ Knickrehm	Kindergarten/1.0 FTE/ Knickrehm	08/05/21	J. Hunkins
Trevor Gleason	Special Education Resource/ 1.0 FTE/Gates	Special Education Resource/ 1.0 FTE/Senior	08/05/21	M. Ellingson
Jordyn Hubbard	Skills Academy Coordinator/ 1.0 FTE (230 days)/Dodge/ Westridge/Wyandotte	Special Education Supervisor/ 1.0 FTE/(230 days)/ Admin. Bldg.	08/16/21	D. Pierorazio
Jennifer Hunkins	Kindergarten/1.0 FTE/ Knickrehm	First Grade/1.0 FTE/ Knickrehm	08/05/21	E. Taukiueva
Tausha Jones	Second Grade/1.0 FTE/ Virtual School/Wasmer	Fourth Grade/1.0 FTE/Wasmer	08/05/21	Enrollment
Jonathan Kleopfer	Early Childhood/1.0 FTE/ Early Learning Center	Kindergarten/1.0 FTE/Howard	08/05/21	T. Peterson
Katherine Lange	Special Education Resource/ 1.0 FTE/Shoemaker	Special Education Resource/ 1.0 FTE/Walnut	08/05/21	T. Sandoe
Jacob Morrow	English Language Arts/ 1.0 FTE/Westridge	Middle School Counselor/ 1.0 FTE plus 5 extended days/ Westridge	08/05/21	N. Schulte
Jennifer Nelson	Fourth Grade/1.0 FTE/Gates	Third Grade/1.0 FTE/Gates	08/05/21	Enrollment
Tara Petersn	Kindergarten/1.0 FTE/Howard	Bilingual/1.0 FTE/Howard	08/05/21	B. Ayala
Renee Sutherland	First Grade/1.0 FTE/Newell	Second Grade/1.0 FTE/Newell	08/05/21	C. Ruzicka
Cassandra Westpfahl	Mathematics/.21 FTE/ Westridge	Mathematics/1.0 FTE/Senior	08/05/21	G. Bye

Certified Changes/Extra Standard Assignments

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

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Diana Guerrero	Bilingual Paraeducator/ .38 FTE/Dodge	Bilingual Paraeducator/ .94 FTE/Dodge	04/19/21	P. Ortega Madrid
Katina Hemmer	Nutrition Services Assistant/ 1.0 FTE/Senior	Head Food Server/.88 FTE/ Howard	04/05/21	J. DePaolo & T. Lorsung
Kathleen Parker	Technology Assistant/.75 FTE/ Noon Monitor/.19 FTE/Dodge	Technology Assistant/1.0 FTE/ Wasmer	05/03/21	D. Martellini
Mollie Steinkamp	Special Education Paraeducator/.94 FTE/ Noon Monitor/.05 FTE/ Shoemaker	Special Education Paraeducator/.94 FTE/ Shoemaker	08/13/20	Change in assignment

Certified Requests for Leave of Absence

<u>Name</u>	<u>Assignment/School</u>	<u>Date of Leave</u>	<u>Reason</u>
Ashton Brummer	Second Grade/1.0 FTE/Shoemaker	05/26/21-05/23/22 (2021-2022 school year)	Personal
Kelly Herlick	Special Education Deaf or Hard of Hearing/1.0 FTE/Stolley Park	05/26/21-05/23/22 (2021-2022 school year)	Personal

Certified Special Assignment Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Suzanne Showers	Ph. D. Stipend/.54 FTE/Senior	New position	05/26/21

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

GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska

STAFF ADJUSTMENT

Addendum

May 13, 2021

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Rachel Chiles	English Language Arts/ 1.0 FTE/Senior	08/05/21	MA-02	Western Governors University	A. Pruss
Jessica Day	Vocal Music/1.0 FTE/Walnut	08/05/21	BA-04	NE Wesleyan University	C. Sandall
Hailey Fleming	Fourth Grade/1.0 FTE/Howard	08/05/21	BA-02	UNL	A. Feik
Jayson Gregory	Second Grade/1.0 FTE/ Stolley Park	08/05/21	BA+09 -07	NE Wesleyan University	B. Simonson
Kristina Gregory	First Grade/1.0 FTE/Jefferson	08/05/21	BA+18 -07	Hastings College	E. George
Madilyn Kleier	Second Grade/1.0 FTE/Wasmer	08/05/21	BA-02	UNK	T. Jones
Janet Pogue	Second Grade/1.0 FTE/ Shoemaker	08/05/21	BA-07	Hastings College	A. Brummer
Megan Ruby	English Language Arts/ 1.0 FTE/Barr	08/05/21	MA-09	Hastings College	C. Jurgensmier
Luke Sutherland	Third Grade/1.0 FTE/ West Lawn	08/05/21	BA-02	UNK	Enrollment
Hollie Watson	Fifth Grade/1.0 FTE/Starr	08/05/21	BA-07	Texas A & M University	B. Schuler

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Breana Dobesh	Science/1.0 FTE/Senior	Personal	05/26/21
Tracy Norris	Social Studies/1.0 FTE/Senior	New position	05/26/21

Grand Island Public Schools

Fund Balances

Fiscal Year: 2020-2021

Month: May
 Year: 2021
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$26,130,902.55	\$70,019,711.03	(\$77,404,895.38)	\$0.00	\$18,745,718.20
02	Depreciation	\$1,467,189.42	\$0.00	(\$1,109,242.16)	\$0.00	\$357,947.26
03	Employee Benefit	\$3,109,831.94	\$8,711.71	(\$8,154.51)	\$0.00	\$3,110,389.14
04	Contingency	\$1,056,207.38	\$11,634.24	\$0.00	\$0.00	\$1,067,841.62
05	Activities	\$2,090,257.79	\$928,112.78	(\$1,207,352.11)	\$0.00	\$1,811,018.46
06	School Nutrition	\$1,105,134.25	\$4,496,351.35	(\$4,084,320.24)	\$0.00	\$1,517,165.36
07	Bond	\$7,134,429.57	\$2,933,160.23	(\$4,913,547.44)	\$0.00	\$5,154,042.36
08	Special Building	\$4,679,204.68	\$665,853.65	(\$2,939,604.15)	\$0.00	\$2,405,454.18
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$1,874,465.25	(\$2,133,212.79)	\$0.00	\$590,273.73
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$48,429,307.24	\$80,938,000.24	(\$93,800,328.78)	\$0.00	\$35,566,978.70

End of Report

4440 PURCHASING AUTHORITY

The Chief Financial Officer for the Grand Island Public Schools shall have supervision of school purchasing and shall be authorized to issue purchase orders on his or her own authority in accordance with the previously adopted budget of the Board of Education for that fiscal year. In all cases purchases shall be represented on the monthly list of claims presented to the Board of Education for authorization.

The Board authorizes the Chief Financial Officer and other appropriate school officials to purchase and supervise the purchasing of all materials, goods, and supplies for the school system in accordance with state law and good purchasing practice. Annual review of the purchasing authority limits will be conducted by the Grand Island Public Schools Board Facilities and Finance Committee.

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent **or designee** shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent **or designee** shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
6. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Legal Reference: 73-106
 79-515
 79-10,104

Adopted 5/7/79
Policy Revised 4-10-00
Policy Revised: 07.13.2015

Grand Island Public Schools

Policy Revised: 12.12.2019

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

4442 LOCAL PURCHASING

It shall be the policy of the Grand Island Public Schools to purchase locally, provided goods of equal quality and competitive prices are available from local suppliers. **The Board of Education may enter into contracts not to exceed seven years for the provision of services, such as, utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, instruction materials, supplies, and equipment and for collective-bargaining agreements with employee groups. This does not permit multiyear contracts with individual school district employees. Service contracts can be offered with a request for qualifications without going through a bidding process.**

Personnel responsible for purchasing in the district, however, should not feel bound to purchase any item locally that can be secured at a savings to this school district from outside sources, nor shall they ~~he or she~~ feel bound to purchase locally unless adequate service and delivery can be given by the local supplier.

Legal Reference: Neb. Statute 74-106
 Neb. Statute 79-515
 Neb. Statute 79-10,104

Policy Adopted 10/4/76
Policy Reviewed 2-13-02
Policy Revised: 07.13.2015
Policy Revised: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

7375 REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL MATERIALS OR LIBRARY COLLECTIONS

The Grand Island Public Schools supports the belief that all students have access to the educational resources they need at the right moment, at the right level, and with the right intensity, to not only reach high expectations for learning, but also to discover and explore their passions and make meaningful connections within the context of their postsecondary interests. The Grand Island Public Schools uses a comprehensive process to select and adopt instructional materials that is based on selection criteria established by Board policy.

Any student, parent/guardian, resident or employee of the Grand Island Public Schools may formally challenge instructional materials used in the district's educational program on the basis of appropriateness. Questioned materials will be considered in their entirety, and the major criterion for final decision is the appropriateness of the material for its intended educational use. Objections to the use of curriculum material or library collections currently in use shall be handled at the school level, if possible, according to the following procedures.

The procedure for the reconsideration of instructional materials used in the curriculum or library collections of the Grand Island Public Schools is as follows:

1. The challenged material will remain in use until a final decision is rendered.
2. At any time in the process where appropriate forms are not filed or appropriate steps are not followed the objection is voided.
3. If a complaint is in writing, the letter should be acknowledged promptly, including an invitation to the complainant to a conference at the school;
4. If the matter cannot be resolved satisfactorily at the school level, the principal shall:
 - a. ask for a "Citizen's Request for Reconsideration of Instructional Materials" form (attached);
 - b. offer to send the "Request for Reconsideration" form describing the situation to the associate superintendent for student services;
 - c. send a brief written statement describing the situation to the associate superintendent for student services;
 - d. assure the complainant that they will be contacted promptly by the associate superintendent for student services; and
 - e. explain that the materials will not be withdrawn while a decision is pending - alternative resources can be offered by the curriculum team.
5. Upon receipt of the "Request for Reconsideration" form, the Associate Superintendent for Student Services shall take appropriate action to see that the material is reviewed. If warranted, a meeting of a curriculum advisory committee shall be called.
 - a. Committee members (student if appropriate, teacher, media specialist, parent, BOE member) shall review the material in advance of the meeting.
 - b. Committee members shall report their findings to the Associate Superintendent for Student Services.
6. Upon receiving the advisory committee's report, the Associate Superintendent for Student Services shall make a decision, notify the complainant by letter and explain any appeal procedures.

Cross reference: 7320 CURRICULUM RESOURCE ADOPTION
 7320.1 Resource Selection Process
 9110 PARENTAL ACCESS TO EDUCATION TO PRACTICES
 9110.2 Request for Exception/Exclusion Form

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR LIBRARY COLLECTIONS MATERIAL
Form Attached

Policy Adopted: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

REQUEST FOR RECONSIDERATION OF INSTRUCTIONAL OR LIBRARY COLLECTIONS MATERIAL

Complainant:

Name:

Email:

Phone:

Address:

School Building:

Principal:

Date complaint filed:

Material(s) in question:

Author:

Title:

Publisher or producer (if known):

Complaint initiated by:

Telephone:

Address:

Email:

Do you represent Yourself Other group or organization

PLEASE RESPOND TO THE FOLLOWING. USE ADDITIONAL PAPER IF NEEDED.

1. Is the resource part of the curriculum, library collection, or other?
2. Have you read/viewed this material in its entirety?
3. To what in the material do you object? (Please be specific, cite pages.)
4. What do you feel might result from the use of this material?
5. What would you like your school to do about this material?
6. In its place, what material would you recommend?
7. Do you desire to meet with the Materials Review Committee to discuss this material?
 - a. Yes No

Signature of Complainant

Date

PLEASE SUBMIT THIS FORM TO THE BUILDING PRINCIPAL

GRAND ISLAND PUBLIC SCHOOLS

8440 USE OF TOBACCO, ALCOHOL, AND OTHER CONTROLLED SUBSTANCES BY STUDENTS

Grand Island Public Schools prohibits students from being under the influence of alcohol or any substance, or using, possessing, selling or dispensing alcohol, controlled substances, imitation controlled substances, drug paraphernalia, tobacco products, alternative nicotine products, or vapor products, while on school district property, in school owned and/or school provided transportation, or while attending or engaged in school activities.

For purposes of this policy the following definitions apply:

1. "Alcohol" shall be defined as in the Nebraska Liquor Control Act, or as the Act may be amended from time to time. See, *Neb. Rev. Stat.* §53-101, et seq.

2. "Controlled substances," "imitation controlled substances", and "drug paraphernalia" shall include all substances and materials referred to in the Nebraska Uniform Controlled Substances Act, or as the Act may be amended from time to time. See, *Neb. Rev. Stat.* §28-401 et seq.

3. "Tobacco products" include, but are not limited to, cigarettes, cigars, cigarette paper, cigarillos, chewing tobacco, pipes, vapor products, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect, or any similar product or device that can be used to ingest tobacco.

4. "Alternative nicotine products" include but are not limited to any noncombustible product containing nicotine, whether chewed, absorbed, dissolved or ingested by any other means.

5. "Vapor product" means any noncombustible product that employs a heating element power source, electronic circuit or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or other substances in a solution or other form, including but not limited to electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes or similar product or device and any vapor cartridge or other container of nicotine.

Grand Island Public Schools believes illegal or unauthorized products or substances cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees or visitors. As such, all district-owned or operated facilities, grounds and vehicles, as well as district-sponsored events, will be designated tobacco, alcohol and drug-free. Violation of this policy by students will result in disciplinary action that may include suspension or expulsion and/or being reported to law enforcement.

Students who violate the terms of this policy may be required to satisfactorily complete a drug and/or alcohol assessment and **participate in a school intervention program**. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

This policy shall not apply to medications authorized under Policy 8514 - MEDICATIONS IN SCHOOL.

GIPS Board Policy Reference: 6232-SMOKING ON PREMISES BY STAFF MEMBERS/VISITORS
6233-DRUG FREE SCHOOLS AND COMMUNITY
8570-DRUG FREE SCHOOL AND CAMPUS
8514-MEDICATIONS IN SCHOOL

Legal Reference: 34 C.F.R. Pt. 86 (Drug Free Schools and Community Act)
Neb. Rev. Stat. §28-401, et seq.
Neb. Rev. Stat. §28-1418
Neb. Rev. Stat. §53-101, et seq.
Neb. Rev. Stat. §79-267

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Policy Adopted - November 3, 1980

Policy Revised: 7-7-97

Policy Revised 10-10-02

Policy Revised: 04-12-2012

Policy Revised: 08.14.2014

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

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GIPS Vaping Intervention Program

The Grand Island Public Schools desires to provide learning experiences to support the success of every student every day. When a student is identified as being in possession of or using a vaping device the student will be given the opportunity to participate in a Vaping Intervention Program in lieu of suspension. The intervention program will not replace citation by the SRO if the student engaged in a criminal activity.

Building administrators will work with the student to set up a time for the student to participate in the intervention program during the school day, Saturday School, or before/after school. The student will be expected to complete an online course or module, set at least one goal with action steps to reach goal, share at least 2 concepts learned from the course or module, and name one to three safe adults in their lives who can/will support them.

Should the student continue to engage in vaping activity, the next steps include In School Suspension (ISS) or Out of School Suspension (OSS).

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8450 STUDENT DISCIPLINE

Realizing that appropriate discipline varies from situation to situation, the Grand Island Public Schools recognizes that discipline in the school is extremely important to the school program. Discipline should be positive rather than negative in nature. Discipline should foster student growth while assuring an acceptable environment in which to learn. Discipline should be considered a means of teaching and as such disciplinary efforts should be as positive as is practical. Giving credit or recognition for appropriate behavior, setting appropriate examples for students, application of conditions for learning, counseling, and involvement of parents are to be expected. Measures such as exclusion from classes or from the educational setting are to be used only as last alternatives.

Any disciplinary action will be applied fairly and consistently regardless of race, color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, pregnancy, childbirth or related medical condition, marital status or other prohibited status. Disciplinary action will not conflict with provisions of the Individuals with Disabilities Education Act (IDEA).

References: *59 Fed. Reg. 11448 et seq. 1994*
Policy 1310–NON-DISCRIMINATION
Policy 8470–WEAPONS IN SCHOOLS
Policy 8420–STUDENT DUE PROCESS RIGHTS
Student Discipline Act §79-259 through §79-294

Guidelines attached - 8450.1–Administrative Guidelines for 8450

Policy Adopted - November 3, 1980

Policy Revised: 12-1-97

Policy Revised: 09.13.2012

Policy Revised: 01.10.2019

Policy Revised: 11.12.2020

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

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

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

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address:
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a

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formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

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8450.1 Administrative Guidelines for 8450

The following is a table describing possible offenses, legal and policy references, and a range of possible consequences. This information should be used as guidance in making decisions with regard to disciplinary actions. This list is not all inclusive and infractions that are indicated might be interpreted in a wide variety of ways. The goal of the table is to provide a measure of consistency in application of consequences from incident to incident and from administrator to administrator. Each infraction carries a minimal consequence for a first and/or minor infractions. The maximal consequence should be applied only when the severity or frequency of the infraction warrant such application. All behavior incidents must be documented and coded appropriately in the GIPS student information system. All schools in GIPS will follow the GIPS Threat Assessment Guidance and Protocols. Further guidance may be provided by referring to Grand Island School Board Policies 8453–*Student Suspension, Expulsion, and Mandatory Reassignment* and 8470–*Weapons in School*.

INFRACTION	REFERENCE	OFFENSE	ACTION	
			Minimum	Maximum
Alcohol/Drug Use	8570; 8453; 28-401(6); 53-103	First/Repeat	Parent Conference/Short-term Suspension Could include request for drug/alcohol test and/or consultation upon return to school GIPS Intervention Program (Vaping)	Long-term Suspension; Expulsion; Mandatory Reassignment; Request for drug/alcohol test upon return to school; Criminal Prosecution
Automobile Misuse	8560	First	Oral Reprimand	Short-term Suspension/Parking Privileges
		Repeat	Parent Conference	Notify Authorities
Defiance of Authority		First	Oral Reprimand	In-School/Short-term Suspension
		Repeat	Parent Conference	Long-term Suspension
Extortion	8453; 79-4,180(4)	First/Repeat	Parent Conference/Short-term Suspension	Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Fighting/Physical Assault	8453; 79-4,180	First	Parent Conference/Short-term Suspension	Long-term Suspension; Expulsion; Threat Assessment; Mandatory Reassignment; Criminal Prosecution
		Repeat	Parent Conference/Long-term Suspension Threat Assessment	
Gambling		First	Parent Conference	Short-term Suspension
		Repeat	Long-term Suspension	Expulsion/Criminal Prosecution

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Inappropriate Language		First	Informal Conference	In-School/Short-term Suspension
		Repeat	Parent Conference	Short-term Suspension
Lying/Forgery		First	Oral Reprimand	Short-term Suspension
		Repeat	Parent Conference	Long-term Suspension; Criminal Prosecution
Possession/Use of Tobacco	8440	First	Parent Conference	1 day in-school Suspension
		Repeat	Short Term Suspension Provide list of resources for counseling GIPS Intervention Program (Vaping)	Provide list of resources for counseling Long-term Suspension
Public Indecency (Ages 12+)	79-4,180	First/Repeat	Parent Conference	Short-term Suspension; Long-term Suspension; Expulsion; Mandatory Reassignment Criminal Prosecution
Tardiness		First	Informal Discussion	Detention
		Repeat	Parent Conference	Detention Counseling
Theft	79-4,180	First	Parent Conference	Short-term Suspension
		Repeat	Long-term Suspension	Expulsion/Criminal Prosecution
Threats/Harassment	1310; 8453; 79-4180(1),(4)	First	Parent Conference/Oral Reprimand	Short-term Suspension
		Repeat	Parent Conference/Short-term Suspension Threat Assessment	Threat Assessment Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Unexcused/ Excessive Absences	8312	First	Informal Discussion	Detention
		Repeat/ Truancy	Parent Conference Attendance Plan	Attendance Court Notify Authorities
Vandalism (including Arson)	8453; 70-4,180(2)	First/Repeat	Parent Conference/Short-term Suspension	Long-term Suspension; Expulsion; Mandatory Reassignment; Criminal Prosecution
Weapons	8470; 8453; 79-4,180(5)	First/Repeat	Parent Conference/Short-term Suspension/	Long-term Suspension; Expulsion; Threat Assessment;

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			Threat Assessment Expulsion (Firearm)	Mandatory Reassignment; Criminal Prosecution
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Revised ~~Jan. 10, 2019~~

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8570 DRUG FREE SCHOOL AND CAMPUS

The Grand Island Public Schools is concerned about the academic growth and the personal welfare of every person associated with the schools. The use of alcohol, tobacco products, and other illicit drugs can seriously interfere with one's health and academic functioning.

It shall be the policy of the Grand Island Public Schools, in addition to standards of student conduct elsewhere adopted by Board policy or administrative regulation, to prohibit the possession, use, or distribution of illicit drugs or alcohol, including displaying evidence of intoxication, on school premises or as a part of any of the school's activities. Further, the student use or distribution of tobacco products shall be prohibited on school premises or during activities. This shall include regular school hours or after school hours at school sponsored activities on school premises, and at school sponsored activities off school premises.

For the purposes of this policy: ~~“tobacco products” include, but are not limited to: cigarettes, cigars, cigarette paper, cigarillos, chewing tobacco, pipes, vapor products, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect, or any similar product or device that can be used to ingest tobacco.~~

1. “Tobacco products” include, but are not limited to, cigarettes, cigars, cigarette paper, cigarillos, chewing tobacco, pipes, vapor products, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect, or any similar product or device that can be used to ingest tobacco.
2. “Alternative nicotine products” include but are not limited to any noncombustible product containing nicotine, whether chewed, absorbed, dissolved or ingested by any other means.
3. “Vapor product” means any noncombustible product that employs a heating element power source, electronic circuit or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or other substances in a solution or other form, including but not limited to electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes or similar product or device and any vapor cartridge or other container of nicotine.

GIPS Board Policy Reference: 6232 SMOKING ON PREMISES BY STAFF MEMBERS/VISITORS
6233 DRUG FREE SCHOOLS AND COMMUNITY
8570 DRUG FREE SCHOOL AND CAMPUS
**8440 USE OF TOBACCO, ALCOHOL, AND OTHER CONTROLLED
SUBSTANCES BY STUDENTS**

Legal Reference: 34 C.F.R. Pt. 86 (Drug Free Schools and Community Act)
Neb. Rev. Stat. §28-401, et seq.
Neb. Rev. Stat. §28-1418
Neb. Rev. Stat. §53-101, et seq.
Neb. Rev. Stat. §79-267

First Reading Policy Revision: July 16, 1990
Second and Final Reading: August 13, 1990
Policy Revision Adopted: August 13, 1990
Policy Revised: 5-10-93
Policy Revised: 10-6-97
Policy Revised: 04-12-2012
Policy Revised: 08.14.2014
Policy Revised: **???.???**

8457 Internet Safety and Acceptable Use Policy

A. Internet Safety Policy

It is the policy of Grand Island Public Schools to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects within the Nebraska K-12 Language Arts Standards. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

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6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online using the GIPS information system.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice and will be reviewed as needed.
8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

B. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following is a non-comprehensive list of unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

- c. **Technology-Related Limitations:** Technology resources shall not be used in any manner, which impairs its effective operations or the rights of other technology users. Without limitation:
1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 4. Users shall not engage in activities to gain unauthorized access to the software or unauthorized access to the system of other users.
 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, malware, or similar name.
 7. Users shall not engage in any form of vandalism of the technology resources.
 8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- d. **Other Policies and Laws:** Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 4. to engage in or promote violations of student conduct rules.
 5. to engage in illegal activity.
 6. in a manner contrary to copyright laws.
 7. in a manner contrary to software licenses.
5. **Disclaimer.** The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. **Filter.** A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and authorized IT Department personnel at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

If a student believes that a website has been improperly blocked by technology protection measures used to block and filter Internet access, the following procedures shall be followed:

1. The challenged material will remain as is until a final decision is rendered.
2. At any time in the process where appropriate forms are not filed or appropriate steps are not followed the objection is voided.
3. If a complaint is in writing, the letter should be acknowledged promptly, including an invitation to the complainant to a conference at the school;
4. If the matter cannot be resolved satisfactorily at the school level, the principal shall:
 - a. ask for a "Citizen's Request for Reconsideration of Internet Materials" form (attached);
 - b. offer to send the "Request for Reconsideration" form describing the situation to the associate superintendent for student services;
 - c. send a brief written statement describing the situation to the associate superintendent for student services;
 - d. assure the complainant that they will be contacted promptly by the associate superintendent for student services; and
 - e. explain that the internet materials will not be changed while a decision is pending.
5. Upon receipt of the "Request for Reconsideration" form, the Associate Superintendent for Student Services shall take appropriate action to see that the material is reviewed. If warranted, a meeting of an advisory committee shall be called.
 - a. Committee members may include a student if appropriate, IT staff, teacher, media specialist, parent, and/or BOE member.
 - b. Committee members shall review the internet material in advance of the meeting.
 - c. Committee members shall report their findings to the Associate Superintendent for Student Services.

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6. Upon receiving the advisory committee's report, the Associate Superintendent for Student Services shall make a decision, notify the complainant by letter and explain any appeal procedures.

Legal Reference: Children's Internet Protection Act, 47 USC § 254
Children's Online Privacy Protection Act, 15 U.S.C. § 6501
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)
LB 512 (2017).

Policy Adopted: 12-6-99
Policy Revised: 9-15-05
Policy Revised: 11-8-07
Policy Revised: 06.12.2012
Policy Revised: 12.14.2017
Policy Revised: 06.14.2018 – Public Hearing
Policy Revised: ???.???.??

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8457.1 REQUEST FOR RECONSIDERATION OF INTERNET MATERIAL

Complainant:

Name:

Email:

Phone:

Address:

School Building:

Principal:

Date complaint filed:

Internet material in question:

Complaint initiated by:

Telephone:

Address:

Email:

Do you represent Yourself _____ Other group or organization _____

PLEASE RESPOND TO THE FOLLOWING. USE ADDITIONAL PAPER IF NEEDED.

1. Is the resource part of the curriculum, library collection, or other?
2. Have you read/viewed this material in its entirety?
3. To what in the material do you object? (Please be specific)
4. What do you feel might result from the use of this material?
5. What would you like your school to do about this material?
6. What material would you recommend?
7. Do you desire to meet with the Materials Review Committee to discuss this material?
 - a. Yes_____ No _____

Signature of Complainant

Date

PLEASE SUBMIT THIS FORM TO THE BUILDING PRINCIPAL

Agreement for Non-GIPS Students Attending Grand Island Senior High's
Academy Pathway Courses

As part of Grand Island Public Schools commitment to Grand Island and Central Nebraska, we welcome students from other school districts who are interested in attending Grand Island Senior High's Academy Pathway courses. By signing below, the School Superintendent for the non-Grand Island Senior High student enrolled in Academy Pathway courses agrees to the following terms:

1. Grand Island Public Schools does not charge for instruction or consumables used in Academy Pathway courses.
2. In February your school district will receive an invoice from Grand Island Public Schools for the cost of dual credit courses and industry certifications for your students who incur those costs, and at the end of the school year you will be invoiced for flight instructional time incurred by your students.
3. The Pathway Specific Costs are attached hereto and incorporated by this reference.
4. Your students enrolled in Pathway Courses must comply with policies and guidelines stated in the Grand Island Public Schools handbook. To help maintain a quality instructional environment for everyone, your students are subject to discipline by Grand Island Public Schools.
5. Grand Island Public Schools will provide prompt and open communication with your school district regarding a student's attendance, behavior or discipline problems, or concerns about grades.
6. No partnership, agency, joint venture or separate legal entity is created by this Agreement.
7. If you have any questions you may contact Daniel Phillips, Ed.S., Director of Innovation for College & Career Readiness at telephone: (308) 385-5900, Ext. 201179, or e-mail at: dphillips@gips.org.

School District

Superintendent

Date



Prerequisites for Non-GIPS Students Attending GISH Pathway Courses

Academies of Grand Island Senior High at Career Pathways Institute

Academy of Engineering & Technology - Principal Matt Wichman (mwichman@gips.org)

- Alternative Energy:
- Aviation - Flight:
- Aviation - Technician:
 - OSHA 10-hour - General Industry - [LINK](#)
- Engineering:
 - OSHA 10-hour - General Industry - [LINK](#)
- Information Technology:

Academy of Technical Sciences - Principal DW Holley (dholleyjr@gips.org)

- Architecture & Design:
 - OSHA 10-hour - Construction Industry - [LINK](#)
- Automotive:
 - OSHA 10-hour - General Industry - [LINK](#)
- Construction:
 - OSHA 10-hour - Construction Industry - [LINK](#)
- Manufacturing:
 - OSHA 10-hour - General Industry - [LINK](#)
- Welding:
 - OSHA 10-hour - General Industry - [LINK](#)

Academies of Grand Island Senior High at CHI St. Francis (Opening August, 2022)

Academy of Medical Sciences - Principal Greg Schlegel (gschlegel@gips.org)

- Biomedical Sciences: none
- Emergency Services:
 - First Aid/CPR - BLS
- Healthcare:
 - First Aid/CPR - BLS
- Sports Medicine/Therapy: none



Pathway Specific Costs

Academies of Grand Island Senior High at Career Pathways Institute

Academy of Engineering & Technology - Principal Matt Wichman (mwichman@gips.org)

- Alternative Energy: none
- Aviation - Flight:
 - Junior year: \$900 for (5) hours of flight instruction
 - Senior year: \$900 for (5) hours of flight instruction
- Aviation - Technician:
 - Prior to Junior Year: \$25 for OSHA 10-hour - General Industry (required)
- Engineering:
 - Prior to Junior Year: \$25 for OSHA 10-hour - General Industry (required)
- Information Technology:
 - Junior year: \$45-\$135 for (1-3) CCC dual credit courses (student choice)
 - Senior year:
 - \$45-\$135 for (1-3) CCC dual credit courses (student choice)
 - \$300 for (1) UNK dual credit course (student choice)



Pathway Specific Costs

Academies of Grand Island Senior High at Career Pathways Institute

Academy of Technical Sciences - Principal DW Holley (dholleyjr@gips.org)

- Architecture & Design:
 - Prior to Junior Year: \$25 for OSHA 10-hour - Construction Industry (required)
 - Junior year: \$180 for (4) CCC dual credit courses (student choice)
 - Senior year: \$135 for (3) CCC dual credit courses (student choice)
- Automotive:
 - Prior to Junior Year: \$25 for OSHA 10-hour - General Industry (required)
 - Junior year: \$105 for (3) CCC dual credit courses (student choice)
 - Senior year: \$75 for (2) CCC dual credit courses (student choice)
- Construction:
 - Prior to Junior Year: \$25 for OSHA 10-hour - Construction Industry (required)
 - Junior year: \$180 for (4) CCC dual credit courses (student choice)
 - Senior year: \$135 for (3) CCC dual credit courses (student choice)
- Manufacturing:
 - Prior to Junior Year: \$25 for OSHA 10-hour - General Industry (required)
 - Junior year: \$135 for (3) CCC dual credit courses (student choice)
 - Senior year: \$45 for (1) CCC dual credit courses (student choice)
- Welding:
 - Prior to Junior Year: \$25 for OSHA 10-hour - General Industry (required)
 - Junior year: \$1,177 for (4) CCC dual credit courses (required)
 - Senior year: \$1,177 for (4) CCC dual credit courses (required)



Pathway Specific Costs

Academies of Grand Island Senior High at CHI St. Francis (Opening August, 2022)

Academy of Medical Sciences - Principal Greg Schlegel (gschlegel@gips.org)

- Biomedical Sciences: none
- Emergency Services:
 - Prior to Junior year: \$50 First Aid/CPR - BLS (required)
 - Junior year:
 - \$284 for (1) CCC class (required)
 - \$xx for EMR certification
 - Senior year:
 - \$810 for (1) CCC class (required)
 - \$xx for EMT certification
- Healthcare:
 - Prior to Junior year: \$50 First Aid/CPR - BLS (required)
 - Junior year:
 - \$361 for (1) CCC class (required)
 - \$xx for CNA certification
 - Senior year:
 - \$410 for (1) CCC class (required)
 - \$xx for Med Aide certification
- Sports Medicine/Therapy: none

2021 Celebrate Nursing! Positive Image of Nursing Awards

Nurses: Leading With Courage, Leading With Compassion

May 1, 2021

ANNOUNCEMENTS

2

- Congratulations to each of you - the 2021 Positive Image of Nursing Honorees! Peer recognition is one of the most meaningful honors you will receive in your nursing career. It is a sign of your potential to be a leader, a role model. The Nebraska Nurses Association (NNA) encourages you to nurture your potential. You might be surprised where it leads you!
- A special thank you to the members of the NNA Omaha Metro Area Nurses Mutual Interest Group. “We could not meet in person this year but we are touched by the nominations of you, our peers.”



Kari Wade, EdD, MSN, RN
President
Nebraska Nurses Association

3



Congratulations to all the Nurse Honorees!
Thank you for representing our profession
with such dignity, courage, and class. You
make Nebraska Nurses proud!



GRAND ISLAND PUBLIC SCHOOLS

4

Positive Image of Nursing Honoree



Chris Vrooman, RN

5

- District Lead Nurse, Grand Island Public Schools
- Nominated by Jamie Bisbee and Lauren Rathman
- Handled COVID-19 duties as well as day to day duties
- Made it a priority to vaccinate staff when vaccines were made available to GIPS
- Provides expertise to the Pandemic Team to develop safety protocols to keep our district open and safe



CONGRATULATIONS TO THE 2021 HONOREES!

6

Thank You!

March 17 2021

Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802

Re: **Non-Binding Letter of Intent – St. Francis Medical Center (“Hospital”)**
2620 West Faidley Avenue (“**Building**”), 8th Floor, Grand Island Nebraska 68803

This letter serves as a non-binding letter of intent (the “**Letter of Intent**”) to outline the intended terms and conditions under which CHI Nebraska, a Nebraska nonprofit corporation, dba CHI Health St. Francis Medical Center, is willing to enter into lease negotiations for the Premises described below with Tenant.

Below is a basic outline of essential terms which, if acknowledged as acceptable by all parties, will provide the basis for further negotiations between the parties and for the development of a binding agreement (the “**Lease Agreement**”), each party acknowledging that there are other essential terms upon which the parties have not yet agreed and that any future agreement that develops out of this Letter of Intent is expressly contingent upon CHI Health obtaining all internal governance approvals, including, but not limited to approval by CHI Health’s Board of Directors. Except for the provisions of Paragraphs 22 through 29 (which are intended to be legally binding and enforceable), this Letter of Intent is not intended to constitute a contract or an offer to enter into a contract, nor to be binding upon any of the parties, nor to create any legal obligations or rights for either party with respect to any of the matters set forth herein.

1. **Landlord.** CHI Health, a Nebraska nonprofit corporation, doing business as St. Francis Medical Center (“**CHI Health**”).
2. **Tenant.** Grand Island Public Schools (“**Tenant**”).
3. **Premises.** That portion of the Building constituting the entire 8th floor (except for common areas) consisting of approximately 24,450 rentable square feet of space, (the “**Premises**”).
4. **Delivery.** The Premises shall be delivered to Tenant in “As-Is, Where-Is” condition upon full execution of the Lease Agreement (including work letter), receipt of any required security deposit, advance rent and proof of required insurance.
5. **The Lease Agreement.** CHI Health and Tenant intend to enter into a Lease Agreement (including a work letter) whereby Tenant will construct the Improvements (as defined in Paragraph 16) and operate an academy of medical science on the Premises. To that end, CHI Health and Tenant plan to enter into the Lease Agreement under which Tenant will lease the Premises to be

constructed and operated as a high school-level “academy of medical science” (the “**Project**”). Any ancillary services requested or required by Tenant shall be subject to a separate purchased services agreement between CHI Health and Tenant.

6. **Term.** 15 years (180 months) commencing on the Rent Commencement Date. (15years, plus a 5 year renewal)
7. **Options.** To be discussed once the parties determine if the transaction is feasible. Rent during any renewal option period shall be at full fair market value as determined by an independent third party appraiser.
8. **Lease Commencement Date.** Date on which Tenant takes possession of the Premises.
9. **Rent Commencement Date.** The earlier to occur of: (i) the date on which the Improvements at the Premises are substantially complete; or (ii) Tenant occupies the Premises for the purpose of operating the Project; or (iii) 270 days after the Lease Commencement Date.
10. **Base Rent and Operating Expenses.** During years 1-10 of the Term, Base Rent shall be \$1.00 per year. Beginning in year 11 of the Term, Base Rent shall be \$120,000 per year with annual increases of \$10,000 per year on each anniversary date. Such increases shall continue until year 20. In addition to Base Rent, Tenant shall be responsible for and pay operating expenses of \$0.46 per rentable square foot per month, increasing 3% annually. Tenant shall pay operating expenses on a monthly basis. Subject to Paragraph 13 below, the operating expenses amount will include water, sewer, electricity, natural gas, common area and grounds maintenance (including snow removal), and common area. (Operating expenses for an acute care setting would typically exceed \$0.61 to \$0.66 per sq. ft. per month.)
11. **Insurance.** Tenant shall be responsible for insuring the Premises, its personal property and operations at the Premises and liability arising out of Tenant’s use of the Building or Hospital, and maintaining other applicable insurances to CHI Health’s reasonable requirements.
12. **Property Taxes.** Tenant will be responsible for the property taxes on Tenant’s personal property, if any, at the Premises. Tenant will pay any increase in property taxes due to Improvements made to the Premises by Tenant or on Tenant’s behalf or because of the loss of any exemption due to Tenant’s tenancy or use of the Premises.
13. **Utilities and Maintenance Responsibilities.** Tenant will provide janitorial services to the Premises. Tenant will provide its own data and telecommunications service. Tenant will be responsible for all maintenance within the Premises, including medical waste disposal if any. CHI Health will provide basic utilities to the Premises and maintain the common areas, subject to reimbursement by Tenant as an operating expense (see Paragraph 10 above). CHI Health, at its own cost, will be responsible to maintain the structure of the Building. CHI Health will not be responsible for providing security services at the Premises.

14. Condition of the Premises. CHI Health will deliver the Premises to Tenant in its “As-Is, Where-Is” condition with no improvements, furniture, fixtures or equipment.

15. Project Funding. CHI Health and Tenant shall work collaboratively to fundraise and complete applications for various grants and funding, including CARES Act funds, for the purpose of funding the Improvements and the Project (the “**Project Funding**”). To the extent possible, Tenant shall be the applicant of any such grants or funding. In addition, regardless of CHI Health’s status as a co-applicant, Tenant shall be solely responsible for complying with, and represents and warrants that it shall comply with, the obligations, conditions and restrictions of any Project Funding received for the Project. Tenant shall indemnify CHI Health against any claims, losses or damages (including, without limitation, repayment of funds) resulting from Tenant’s breach of the Lease Agreement , including without limitation, Tenant’s failure to comply with any such obligations, conditions and restrictions. The proceeds from these efforts and other contributions and philanthropy funds shall, at CHI Health’s sole option, be coordinated, and administered through the CHI Health St. Francis Foundation. To the extent that certain Project Funding is restricted to, or otherwise required to be held by, educational institutions or bodies, the parties shall cooperate such that the Project Funding may be held by Tenant’s Foundation with coordination through CHI Health St. Francis Foundation. Expected fundraising will total approximately \$6,000,000 (“**Project Funding Target**”). The parties shall use the Project Funding in accordance with any restrictions placed thereon by the donors or granting party. Either party shall have the right to terminate the Lease if the Project Funding Target is not reached within 180 days from the Lease Commencement Date. It is further understood that Tenant will raise additional funds specifically for ongoing Project operational and program expenses (“**Additional Project Funds**”). To the extent Additional Project Funds are raised, Tenant shall pay 25% of such funds raised as additional rent, up the cumulative difference between rent paid and the FMV rental rate for years 11 to 15 with 5 year renewal 20 years of the term. Tenant’s obligation to raise Additional Project Funds will be memorialized in a separate agreement between Tenant and CHI Health. GIPS Foundation will hold funds. Unless the donor or funding source designates the Hospital Foundation hold the funds.

16. Tenant Improvements. Tenant shall, at Tenant’s sole cost and expense, perform improvements to the Premises pursuant to a mutually approved set of plans and specifications (that are in compliance with, among other things, the Project Funding requirements) and to be further defined in a work letter (“**Improvements**”). Tenant shall hire and pay its own contractors. CHI Health must approve, in writing, all plans and specifications, contractors, and construction contracts. In addition, all Improvements must comply with applicable Nebraska hospital construction standards and be performed in accordance with applicable laws (including public contracting laws, if required). The Improvement work shall commence once the Project Funding Target is achieved. The Project Funding shall first be applied to the Improvements until paid in full then to any furniture, fixtures or equipment required by Tenant for the Project. Tenant approved Invoices for Improvements shall be submitted to CHI Health for reimbursement/disbursement of Project Funding. Any costs or expenses necessary for the Project and in excess of the Project Funding shall be the responsibility of Tenant.

Bergan Mercy	Mercy Council Bluffs	Missouri Valley	Lasting Hope Recovery Center
Creighton University Medical Center	Midlands	Mercy Corning	Richard Young Behavioral Health
Good Samaritan	Nebraska Heart	Plainview	CHI Health Alegent Creighton Clinic
Immanuel	St. Elizabeth	Schuyler	
Lakeside	St. Francis	St. Mary's	

- 17. Use/Property Restrictions.** Tenant shall use the Premises only for operation of the Project. Tenant shall continuously operate the Project at the Premises during the Lease Term, except in the case of casualty, condemnation, or a period of approved remodeling. In CHI Health's sole discretion, CHI Health may require Tenant to temporarily cease operations in the event of an emergency. The Lease Agreement will detail the use restrictions and prohibited uses of the Premises and Hospital consistent with CHI Health requirements and the Ethical and Religious Directives for Catholic Healthcare Services published by the United States Conference of Catholic Bishops. Tenant's staff, students and invitees shall use only the Hospital entrances and exits as CHI Health directs.
- 18. Assignment and Subletting.** Without CHI Health's written consent in CHI Health's sole discretion, Tenant shall not sublet, assign, or otherwise transfer the Lease Agreement, in whole or in part. Tenant may sublet the Premises to Central Community College for evening and weekend use, subject to CHI Health's reasonable approval of the subtenant's specific use. Any sublease base rent income above Tenant's rent cost shall be paid to CHI Health.
- 19. Licensing.** Tenant shall be responsible for any licensing, certification, or governmental approvals required for Tenant's use of Premises. Tenant acknowledges that the Premises are located within a Hospital and Tenant shall not take any action or inaction that would compromise the Hospital license or otherwise compromise or disrupt the operation of the Hospital at the Building.
- 20. Signage.** CHI Health will install Tenant signage in the lobby of the Building at Tenant's sole cost, subject to CHI Health's approval of size, location, logo, etc.
- 21. Parking.** Premises parking shall be located on the St Francis Medical Center campus in areas designated by CHI Health, which may be modified from time to time by CHI Health. CHI Health will provide a specific number of parking stalls for Tenant's use. The specific number of parking stalls will be determined based on Tenant's need and subject to availability.
- Specific location of parking and # of spaces for students and staff- minimum number of stalls to meet occupation need
- 22. Contingent Upon Internal Approvals.** The proposed transaction contemplated in this Letter of Intent, including without limitation, the effectiveness of the Lease Agreement, will be expressly contingent upon CHI Health obtaining all required internal governance approvals, including but not limited to, approval by CHI Health's Board of Directors.
- 23. Agreement Forms.** CHI Health shall prepare the initial draft of the lease, work letter, and any related documents using its template forms. The Lease Agreement, work letter and related documents shall inure to the benefit of and shall be binding upon CHI Health and Tenant and

their respective successors or permitted assigns. In the event the Lease Agreement is terminated solely as a result CHI Health's breach thereof, CHI Health shall reimburse Tenant for the unamortized cost of Tenant Improvements.

- 24. Expenses.** The parties shall each pay their own fees and expenses and those of their respective agents, consultants, and advisors whether or not the transactions contemplated by this Letter of Intent are ever consummated.
- 25. Broker Representation.** Tenant represents to CHI Health that no broker, agent, or finder is instrumental in procuring or negotiating or consummating this Letter of Intent or any of the agreements contemplated hereby, and that no person is entitled to a commission or finder's fee as a result of the transaction contemplated by this Letter of Intent.
- 26. Governing Law.** This Letter of Intent and the transaction contemplated hereby shall be governed and construed under the laws of the State of Nebraska with venue in the courts located in the City of Grand Island and County of Hall.
- 27. Confidentiality.** The parties acknowledge that the Project has been discussed publically and the subject of press releases issued by Tenant and CHI Health. Any future public announcement concerning this Letter of Intent or the Project shall be subject to CHI Health's prior written consent, which may be withheld in CHI Health's sole and absolute discretion. Notwithstanding the foregoing, the parties shall keep all information and reports obtained from the other in connection with this Project confidential and will not disclose any such confidential information to any person or entity provided, however: (i) each party shall have the right to disclose information to its attorneys, accountants and representatives only to the extent necessary to evaluate the proposed transaction; and (ii) the parties will work together to disclose any such confidential information as may be necessary to apply for and receive any Project Funding.
- 28. Execution; Delivery.** This Letter of Intent may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Transmission of a signed facsimile or scanned copy of this Letter of Intent by electronic delivery, electronic signature or otherwise shall constitute a valid signature and delivery. This Letter of Intent shall not be enforceable unless and until signed by all parties hereto.
- 29. Non-Binding Letter of Intent.**
- 29.1** With the exception of Paragraphs 22 (Contingent Upon Internal Approvals), 23 (Agreement Forms), 24 (Expenses), 25 (No Brokers), 26 (Governing Law), 27 (Confidentiality), 28 (Execution; Delivery) and this Section 29 of this Letter of Intent, which Sections shall be binding on the parties, the parties acknowledge and agree that this Letter of Intent is non-binding and does not address all essential terms for the proposed transaction. Neither this Letter of Intent nor any past or future discussions

from or with CHI Health or their representatives shall be deemed to constitute a binding agreement, express or implied, with respect to the proposed transaction, a lease or other transaction concerning the Hospital or Premises, nor a binding agreement to continue negotiations with respect thereto. Without limiting the generality of the foregoing, the parties acknowledge and agree that they do not currently have a binding agreement, and that there shall be no binding agreement between the parties, and shall have no rights or obligations with respect to the Hospital or Premises, unless and until Tenant and CHI Health sign and enter into a Lease Agreement (with work letter attached) evidencing the final, agreed upon terms of the proposed transaction. The parties further acknowledge that CHI Health may terminate discussions and/or negotiations for any reason, at any time, without any liability or obligation whatsoever. Further, this Letter of Intent is not an agreement to agree.

- 29.2** Efforts by either party to complete due diligence, obtain Project Funding, negotiate or prepare the Lease Agreement or other documents, or any other partial performance of the transactions contemplated herein, shall not be considered as evidence of intent by either party to be bound by to other party or to the transaction contemplated in this Letter of Intent until the final, definitive written Lease Agreement are negotiated and signed by both parties.
- 29.3** Neither party may make a claim against the other party by reason of actions taken or not taken prior to this Letter of Intent or in reliance upon this Letter of Intent. Any action taken or not taken by a party shall be at such party's own risk and expense.
- 29.4** The final definitive written Lease Agreement signed by the parties shall govern allocation of costs in connection with the transaction described in this Letter of Intent, but each party shall be solely responsible for its own costs (including attorneys' fees and costs and the costs of any consultants employed by such party) incurred in anticipation of the Lease Agreement and in negotiating or preparing the Lease Agreement, and this Letter of Intent.

If the foregoing is acceptable, please so indicate by executing and returning a copy of this letter to the undersigned representative.



The McAuley
Fogelstrom Center
12809 West Dodge Road
Omaha, NE 68154

CHIhealth.com

Very truly yours,

CHI HEALTH,
a Nebraska nonprofit corporation

By: _____

Name: _____

Title: _____

THE FOREGOING IS ACKNOWLEDGED AND AGREED:

Tenant Grand Island Public Schools, a Nebraska
nonprofit Corporation

By: _____

Name: _____

Its: _____

Date: _____

Bergan Mercy
Creighton University Medical Center
Good Samaritan
Immanuel
Lakeside

Mercy Council Bluffs
Midlands
Nebraska Heart
St. Elizabeth
St. Francis

Missouri Valley
Mercy Corning
Plainview
Schuyler
St. Mary's

Lasting Hope Recovery Center
Richard Young Behavioral Health
CHI Health Alegent Creighton Clinic

SCHOOL TRANSPORTATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the actual number of days that school is in session and during which students are transported is less than 170.5 days, the school district shall receive from the bus operator a refund calculated on a pro rata basis for the days less than 170.5. If the actual number of days that school is in session and during which students are transported exceeds 170.5 days, the school district will pay the bus operator for the additional days calculated on a pro rata basis. Appended to this Agreement is the 2021-2022 Transportation Routes Payment Schedule.

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

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

Commercial General Liability:

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

Automobile Liability:

Combined Single Limit: (each accident)	\$5,000,000
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A COPY OF THE BUS OPERATOR'S LIABILITY INSURANCE POLICY MUST BE PROVIDED ANNUALLY TO THE CHIEF FINANCIAL OFFICER PRIOR TO BEGINNING SERVICE EACH YEAR. Such policy or policies shall be conditioned for the payment of any and all damages on account of bodily injury or death, personal injury or injury to or destruction of property that may accrue to any person or persons by reason of the bus operator's negligent or careless performance or lack of performance

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

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

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

- a. the bus operator becomes insolvent;
- b. the bus operator makes an assignment for the benefit of creditors;
- c. a voluntary or involuntary petition in bankruptcy is filed by or against the bus operator;
- d. the bus operator fails to perform any transportation schedule when notified to do so by the school district;
- e. the bus operator abandons the work;
- f. the bus operator without just cause reduces its working force or school bus fleet to a number that, if maintained, would be insufficient, in the opinion of the school district, to carry out the work in accordance with this Agreement;
- g. the bus operator assigns, transfers, conveys, or otherwise disposes of this Agreement, or any part thereof, without approval of the school district;
- h. a receiver or receivers are appointed to take charge of the property or affairs of the bus operator;
- i. the bus operator, its agents and/or employees fail to comply with state or federal law concerning school bus transportation;

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

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

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

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

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

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

EXECUTED: _____, 2021.

Hall County School District 2,

Doc Holiday Express Company,
A Nebraska Corporation,

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

By: _____
Joseph M. Brown, President



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5014485
 Date 4/9/2021
 Customer ID 10107055

Bill To **Ship To**

Grand Island School Dist #2
 123 South Webb Road
 Grand Island NE 68802
 United States

Robin Dexter
 Grand Island School Dist #2
 123 South Webb Road
 Grand Island NE 68802
 United States

Requested By	Ship To	Setup Admin	Entered By
Robin Dexter	Robin Dexter	Name: Robin Dexter Email: rdexter@gips.org	Joany Higgins

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		5/24/2021	7/31/2024	3	\$4,829.00	\$14,487.00
	Renewing Subscription ID: 80014362						
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		4/9/2021	7/31/2024	14	\$4,829.00	\$67,606.00

Subtotal	\$82,093.00
Discount	(\$8,209.30)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$73,883.70

Please remit in US Funds.

Make check payable to: Committee for Children

*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5014485 on your order to guarantee pricing.

GIPS NEEDS ANALYSIS



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

Proposal: Purchase renewal of online Second Step curriculum resources

Submitted By: Robin Dexter

Date: May 13, 2021

1. What is the identified need?

K-8 counselors need a curriculum resource to support social emotional learning

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

- Decreased number of students who are suspended or expelled
- Increased percentage of students with a high level of school connectedness and high commitment to learning
- Increased percentage of students self-reporting growth mindset, self-efficacy, self-management, and social awareness

3. Proposed Action

Purchase the renewal of Second Step Curriculum for grades k-8 – originally purchased in April 2018

4. Data/Research Assessed

Second Step is a holistic approach to building supportive communities for every child through social-emotional learning in grade PK-8
Decades of research show the positive effects of universal, classroom-based SEL programs for children. There is also broad recognition that benefits are even greater when children experience SEL throughout their day, across home, school, and out-of-school time environments, and throughout developmental stages. When implemented holistically, with a coordinated, community-wide approach, SEL can build stronger communities and support inclusive, equitable learning.

5. Stakeholder Group(s) Involved

k-5 and 6-8 Counselors – L4L

6. Summary

The purchase of Second Step online and activity resources will provide counselors and teachers with research based activities to support social emotional learning

7. Fiscal Impact

Amount:	\$73,883.70
Source:	ESSERS II Funds

Details: 3 year license

8. Person(s) Responsible for Implementation

Robin Dexter, K-8 Counselors

9. Implementation Plan

Monitor/ Evaluate

Actions:	<ol style="list-style-type: none">1) Review of lessons in PLC's2) Review of Panorama Data3) Review of discipline data4) Review of suicide ideation data5) Review of bullying data
Timeline:	<ol style="list-style-type: none">1) Ongoing throughout the school year2) Check points of student achievement at each trimester3) Check points of implementation throughout the school year

Board Report/Follow-Up

Actions:

--

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

GIPS NEEDS ANALYSIS



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

Proposal: Hire 4.5 Title I Reading Interventionists

Submitted By: Kate Crowe, Dr. Brittney Bills, Dr. Toni Palmer

Date: 4/21/21

1. What is the identified need?

Based on recent DIBELS data, we currently have 212 K-3 students in Title I schools performing well below, below and well below average growth in developing early literacy skills. Based on a pilot of this position at West Lawn, we have identified this request as a way to intentionally address the instructional supports needed to intentionally intervene and accelerate learning for our students in K-3.

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

The interventionist roles and responsibility directly align with our need to personalize instruction based on data. This position will have specific training in the science of reading and the implementation of intervention using high quality instructional resources and using data to drive intervention decisions. The intent and outcome is to decrease learning gaps that put students on the trajectory to meet on-track reading goals by 3rd grade. This aligns to our district commitment to personalize instruction and using data to make decisions. The intended success measure to address is to increase the number of students on-track at 3rd grade and close achievement gaps.

3. Proposed Action

Utilize an [equity formula](#) where the FTE is based on the **Number of K-3 Students Well/ Below, Making Below Average & Well Below Average Growth based on DIBELS (below 20 =.5 FTE, >20 1.0 FTE)**. for each Title I school. This caseload is manageable based on what West Lawn and Wasmer have been able to support. We currently have staff at West Lawn, Wasmer, and Howard so request to hire 4.5 positions to staff Title I buildings with additional intervention support.

4. Data/Research Assessed

Beginning this school year, the percentage of students entering Kindergarten and 1st grade at risk for reading failure exceeded our non-title schools anywhere from 10% - 18% (see chart below). When students are below and well below benchmark, we want to see 80% of students move a color band between benchmark windows (i.e., red to yellow, yellow to green, etc). This is an indication that our intervention system is successfully reducing the number of students in need of targeted and intensive intervention support. As you can see from the data below, we are currently falling well below that benchmark and students in our Title 1 schools are making the least amount of growth in the district.

	Kinder	1st Grade
District % Below & Well Below - Fall	85%	63%
Title 1 Schools	93%	66%
Non-Title Schools	75%	56%
District Intervention Progress (80%)	47%	29%
Title 1 Schools	47%	27%
Non-Title Schools	51%	36%

5. Stakeholder Group(s) Involved

Dr. Bills, Title I principals, Students, K-3 teachers

6. Summary

Hiring interventionists will provide students that are below, well-below benchmark targeted intervention support in addition to core instruction in our Title I buildings. This targeted support will be personalized and delivered by a highly trained and effective teacher of reading. The intervention strategy will occur simultaneously as we are improving Tier I instruction with all teachers with the goal to decrease the number of students needing targeted intervention.

7. Fiscal Impact

Amount: Salary \$306,000, Benefits \$61,200

Source: Title 1 Funds

Details:

8. Person(s) Responsible for Implementation

L4L, Principals and Title I Interventionists

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Post and hire interventionists as soon as approved.
Plan and schedule professional learning for Interventionists, Academic Coaches and principals
August-Identify 1-3 targeted students using Spring data
September-review fall data and make adjustments in targeted interventions
L4L will monitor impact of interventions through data analysis following Fall, Winter, Spring Benchmarks.

Timeline: Implement 20-21 school year

▲ Follow-Up

F/U with: Cabinet Board Board Committee: _____

Actions:

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

GIPS NEEDS ANALYSIS



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

Proposal: Staffing for K-5 and 6-12 Virtual School 2021-2022

Submitted By: Wayne Stelk, Dr. Allison Bailey, & Dr. Toni Palmer

Date: May 6, 2021

1. What is the identified need?

Students (and their parents) in grades 6-12 who desire to receive formal education in a virtual school environment for reasons that may be health related, pandemic related, or other reasons that cannot be accommodated in an onsite environment.

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

Due to the continued concerns with the Coronavirus and medical needs of some students and their families, identified achievement gains for some virtual students who wish to remain in a virtual setting, and creating opportunities to expand education options for parent/students in a structured academically rigorous virtual learning environment with appropriate support and school connection for our most marginalized students, acceleration of learning, and to ensure all virtual students are met with grade-level expectations. To ensure equity, virtual students require online access to high quality instruction and resources, internet access and digital devices for students and staff, a physical location for students and their families to interact away from the crowded school building which may pose a risk to health and safety and to connect to support services, extracurricular activities, extended learning opportunities, and remote workforce readiness programs. In addition, virtual classroom teachers need specialized PD to meet the unique needs of the virtual learning environment.

3. Proposed Action

Hire 3 MS and 2 HS Certified Virtual Teachers for 6-12 Virtual School, 1 K-8 EL, Counselor, 1 K-8, 1 certified SE teacher to serve homebound medically fragile students, 1 FTE Family Liaison (Classified position).

4. Data/Research Assessed

GIPS has one full year of experience offering virtual school opportunities to students. That year of experience, including feedback from teachers, students, parents and specialists has driven our decisions to improve and expand virtual school for grades 6-12 and restructure our K-5 elementary virtual school.

5. Stakeholder Group(s) Involved

Students in grades K-12, parents of students in grades K-12.

6. Summary

Approval and Implementation of the K-8 and 6-12 virtual school staffing will meet a very specific need for a targeted group of students who might otherwise leave the district, or who might not achieve the same academic growth in an onsite environment.

7. Fiscal Impact

Amount: Not to exceed \$855,240 Salary and Benefits

Source: ESSER II

Details: Our ability to fund the virtual school for grades 6-12 and support students in specialized programs K-8 will be contingent upon the approval of GIPS Esser II grant by the Nebraska Dept of Education.

8. Person(s) Responsible for Implementation

Stelk (staffing), Dr. Bailey (organization and supervision) Dr. Palmer (instructional resources), Dr. Doll (data collection and reporting).

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Staff and open the 6-12 virtual school.

Timeline: Beginning of the 2021-2022 school year.

▲ Follow-Up

F/U with: Cabinet Board Board Committee: L4L_____

Actions: Cabinet, board and L4L Committee will receive an update at the end of the 2021-2022 school year, recapping student achievement and any recommendations for improvement.

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

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the THIRTEENTH day of APRIL in the year TWO THOUSAND TWENTY-ONE

(In words, indicate day, month and year.)

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

HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND PUBLIC SCHOOLS
123 S. WEBB ROAD – P.O. BOX 4904
GRAND ISLAND, NE 68802-4904

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

CANNON MOSS BRYGGER & ASSOCIATES, P.C.
d/b/a CMBA ARCHITECTS, P.C.
208 N. PINE STREET, SUITE 301
GRAND ISLAND, NE 68801

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

GRAND ISLAND PUBLIC SCHOOLS
ACADEMY OF MEDICAL SCIENCE AT CHI HEALTH ST. FRANCIS
2620 W. FAIDLEY, 8TH FLOOR
GRAND ISLAND, NEBRASKA

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As established by the Owner to provide 3 Learning Lab spaces and 4 general purpose classrooms with Administration space for the Medical Pathways for GIPS

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

.2 Construction commencement date:

to be determined

.3 Substantial Completion date or dates:

to be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

COMPETITIVE BID

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

DAN PETSCH
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND PUBLIC SCHOOLS
123 S. WEBB ROAD – P.O. BOX 4904
GRAND ISLAND, NE 68802-4904

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Mechanical Engineer: Derek Kotschwar, P.E.
Engineering Technologies Inc.
(P) 402.476.1273
(F) 402.476.1274

Electrical Engineer: Tom Ernst, P.E.
Engineering Technologies Inc.
(P) 402.476.1273
(F) 402.476.1274

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

JIM BRISNEHAN
CMBA ARCHITECTS
208 N. PINE ST., SUITE 301
GRAND ISLAND, NE 68801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MIKE SPILINEK, P.E.
OLSSON
201 N. PINE ST.

(Paragraphs deleted) GRAND ISLAND, NE 68801

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

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

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner/Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Limited
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

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

.1 Termination Fee:

N/A

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

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1

(Paragraphs deleted)

Percentage Basis

(Insert percentage value)

FIVE AND EIGHTY-ONE HUNDREDTHS PERCENT (5.81%) OF THE TOTAL COST OF THE WORK, INCLUDING ALTERNATES

(Paragraphs deleted)

WHEN COMPENSATION IS BASED ON A PERCENTAGE OF THE COST OF THE WORK AND ANY PORTIONS OF THE PROJECT ARE DELETED OR OTHERWISE NOT CONSTRUCTED, COMPENSATION FOR THOSE PORTIONS OF THE PROJECT SHALL BE PAYABLE TO THE EXTENT SERVICES ARE PERFORMED ON THOSE PORTIONS, IN ACCORDANCE WITH THE CHART SET FORTH IN THIS PARAGRAPH 6.1, BASED ON (1) THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL, OR (2) IF NO SUCH BID OR PROPOSAL IS RECEIVED, THE MOST RECENT PRELIMINARY ESTIMATE OF THE COST OF THE WORK OR DETAILED ESTIMATE OF THE COST OF THE WORK FOR SUCH PORTIONS OF THE PROJECT

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

HOURLY AT STANDARD RATES AT TIME OF SERVICE OR AS OTHERWISE NEGOTIATED

Init.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Nineteen	percent (19	%)
Construction Documents Phase	Thirty-Eight	percent (38	%)
Procurement Phase	Three	percent (3	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

SEE EXHIBIT B: CMBA STANDARD BILLING RATE SCHEDULE

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (consultants only)
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents; (construction documents only)
- .4 Postage, handling, and delivery; (construction documents only)

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (no markup) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 This Agreement shall be governed by the laws of the state of Nebraska.

ARTICLE 13 **SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Fee Schedule

Exhibit B: CMBA Standard Hourly Billing Rates

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

BONNIE HINKLE, BOARD PRESIDENT
(Printed name and title)



ARCHITECT (Signature)

JAMES R. BRISNEHAN, PRINCIPAL/ARCHITECT
(Printed name, title, and license number, if required)

Exhibit A – Fee Schedule

Architectural Fees for New Construction or New Addition: The maximum fees for the Architect's services for the portion of the work that constitutes new construction or new addition to existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

Project – New Construction or New Addition Cost Range	Maximum Percentage Fee
Up to \$500,000	<u>8.52 %</u>
\$500,000 to \$1,000,000	<u>7.56 %</u>
\$1,000,000 to \$2,000,000	<u>6.39 %</u>
\$2,000,000 to \$3,000,000	<u>5.81 %</u>
\$3,000,000 to \$4,000,000	<u>5.62 %</u>
\$4,000,000 to \$5,000,000	<u>5.42 %</u>
\$5,000,000 to \$6,000,000	<u>5.38 %</u>
\$6,000,000 to \$7,000,000	<u>5.18 %</u>
\$7,000,000 and Above	<u>4.96 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

Architectural Fees for Renovation of Existing Facilities: The maximum fees for the Architect's services for that portion of the work that constitutes renovation of existing facilities as shown on the schedule of values shall be determined by the following percentage fees. Fees shall not include costs for plumbing, mechanical, electrical, or fire protection:

Project – Renovation of Existing Structures Cost Range	Maximum Percentage Fee
Up to \$500,000	<u>9.68 %</u>
\$500,000 to \$1,000,000	<u>8.53 %</u>
\$1,000,000 to \$2,000,000	<u>7.36 %</u>
\$2,000,000 to \$3,000,000	<u>6.98 %</u>
\$3,000,000 to \$4,000,000	<u>6.90 %</u>
\$4,000,000 to \$5,000,000	<u>6.59 %</u>
\$5,000,000 to \$6,000,000	<u>6.50 %</u>
\$6,000,000 to \$7,000,000	<u>6.20 %</u>
\$7,000,000 and Above	<u>6.15 %</u>

The exact percentage to be applied to the Project shall be negotiated by the Owner and Architect upon completion of all program development and schematic design and based on the actual schedule of values.

CMBA is willing to reanalyze fees after bid and award of contract based on actual construction.



EXHIBIT B - 2021 STANDARD BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

PRINCIPAL	\$180
ARCHITECT IV	\$150
ARCHITECT III	\$130
ARCHITECT II	\$120
ARCHITECT I	\$100
ARCHITECTURAL DESIGNER II	\$90
ARCHITECTURAL DESIGNER I	\$80
PROJECT MANAGER III	\$145
PROJECT MANAGER II	\$120
PROJECT MANAGER I	\$100
INTERIOR DESIGNER III.....	\$110
INTERIOR DESIGNER II.....	\$95
INTERIOR DESIGNER I	\$80
TECHNICIAN	\$80
INTERN	\$60
MARKETING SPECIALIST.....	\$100
GRAPHIC DESIGNER.....	\$85
CLERICAL.....	\$70



April 13, 2021

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

RE: GIPS Academy of Medical Sciences / Letter of Intent (Contract Proposal Fee)
ETI Project No.: 2021-059

Dear Mr. Petsch

This letter is to establish an initial MEP design fee basis for the New GIPS Academy of Medical Sciences. This number shall be used for billing purposes until the final MEP construction bids are achieved. The initial construction budget shall be based on \$1,125,000 (\$1,000,000 in MEP construction, plus \$125,000 in GIPS self-performed temperature controls and balancing). Based on the master contract between Engineering Technologies, Inc. and Grand Island Public Schools the design fee percentage will be proposed at 6.5% of the MEP construction costs.

Fee Calculation:

$$\text{MEP Design Fee} = \$1,125,000 \times 6.5\% = \$73,125$$

The Engineering percentage fee of construction (6.5%) and design fee of \$73,125 shall be used for billing purposes until final bids are accepted and our contract is finalized. Please sign and date with authorization for us to proceed on this basis and return a copy for our records.

Sincerely,

Derek Kotschwar
Derek Kotschwar, PE

Accepted by:

Dan Petsch
for Grand Island Public Schools
Date: _____



Strategic Planning Support for Grand Island Public Schools

Policy Studies Associates (PSA) will support Grand Island Public Schools (GIPS) in writing a strategic plan that will guide the district in building opportunities for all students to thrive. PSA will review and integrate current documents; gather stakeholder input; operationalize objectives; and build coherence by integrating key components of GIPS planning (e.g., CARES Act funds, Equity Action Plan) into a single plan. The tasks and timeline (2021) are summarized below.

Task	Key Actions	Timeline
Review and crosswalk GIPS strategic planning materials	<ul style="list-style-type: none"> • Project launch meeting • Review current GIPS documents, including strategic plan and dashboard, strategic plan scan, SWOT, equity action plan, COVID impact needs assessment and CARES Act documents, and all other relevant materials • Join April 8th equity taskforce meeting, as appropriate • Crosswalk materials to identify commonalities, tensions, and areas for further development (e.g., numeric goals/objectives) • Draft crosswalk summary for feedback from planning team 	March-mid April
Draft skeleton of strategic plan	<ul style="list-style-type: none"> • Gather crosswalk summary feedback from planning team • Create initial document, with full outline, and incorporating existing narrative language • Identify key points for stakeholder feedback 	By late April
Solicit feedback from key GIPS stakeholders	<ul style="list-style-type: none"> • Develop stakeholder feedback protocols • Conduct focus groups with key stakeholders, including Board and equity taskforce (GIPS to communicate strategic plan process and engagement beforehand) • Document and synthesize feedback 	Late April- Early May
Draft strategic plan and iterate with GIPS planning team	<ul style="list-style-type: none"> • Write initial strategic plan, with placeholders for feedback • Solicit feedback through open line of communication, including with planning team and Board members • Finalize unformatted draft of strategic plan for Board review 	Early May- Early June
GIPS present strategic plan to Board	<ul style="list-style-type: none"> • Develop summary materials for Board presentation* • GIPS to present to Board 	June 10 th
Incorporate Board feedback to finalize strategic plan	<ul style="list-style-type: none"> • Incorporate feedback into next draft of plan • Finalize plan with planning committee • Format plan for public release* 	Early July
Roll out strategic plan	<ul style="list-style-type: none"> • Public communications* • Internal trainings* • Departmental action plans, operationalization, and tracking* 	July-Aug

Deliverables and Budget

PSA costs for collaborating with GIPS to develop the strategic plan are **\$35,000**.

In addition, PSA costs for the optional components (identified by an * in the table above) are:

- ❖ Formatting of plan with GIPS branding: \$2,000
- ❖ Preparation of collateral materials for GIPS presentation of plan (e.g., PPT deck, summary of development process): \$4,000
- ❖ Rollout support (e.g., newsletter communications; support for departmental strategic alignment with plan; development of dashboards/Smartsheet trackers; facilitated trainings): \$TBD based on PSA role

PSA Relevant Experience

Since its inception in 1982, PSA has worked as a strategic and collaborative research, evaluation, and capacity-building partner for organizations seeking to enhance the quality and equitable impact of education strategies, policies, and programs. PSA work at the national, state, and local levels to advance strategic alignment and performance toward improved outcomes for youth. PSA currently provides evaluation services to GIPS for the GEAR UP grant.

Jason Spector will lead PSA's strategic planning support for GIPS. He has more than a decade of organizational strategy experience. Jason co-leads equity strategy for PSA's capacity-building efforts with state education agencies, through the Region 4 Comprehensive Center funded by the U.S. Department of Education. He also spearheads PSA's partnership with Third Settlements, conducting organizational equity assessments and audits, and providing strategic planning recommendations. Previously, Jason served for six years as the Senior Director of Strategy and Evaluation for After-School All-Stars, a nonprofit reaching 90,000 youth annually, leading evaluation and the development of national and local equity-centered strategic plans. Jason is familiar with the goals and operations of GIPS through PSA's evaluation partnership with GEAR UP and his work with the Nebraska team for the Wallace Foundation's ESSA Leadership Learning Community (ELLC). Jason is a graduate of Bowdoin College and earned his M.P.P. in Education Policy from Vanderbilt University. He will be joined in this work by PSA colleagues with senior-level experience consulting with organizations to develop and operationalize strategy, and with education leadership experience at the school, district, and state levels.

**AGREEMENT
BETWEEN
Grand Island Public Schools
AND
POLICY STUDIES ASSOCIATES, INC.**

This Agreement is made and entered into by and between Grand Island Public Schools (GIPS) and Policy Studies Associates, Inc. (PSA).

1.0 Purpose and Scope of Services

The purpose of this agreement is for PSA to provide strategy services and support to GIPS for its new strategic plan. PSA will carry out the work as described in Attachment A, which may be amended from time to time by mutual written agreement of the parties.

2.0 Period of Performance

The term of this Agreement shall be from March 15, 2021 through July 31, 2021.

3.0 Payment and Invoicing

Payment for services under this Agreement shall be a Fixed Price of \$37,000.

Invoices shall be submitted on a monthly basis for costs incurred for the previous month and payment shall be made for services performed satisfactorily in accordance with this Agreement. Final invoice shall be submitted within thirty (30) days of termination of this Agreement or completion of PSA's performance.

4.0 Independent Contractor Status and Responsibilities

PSA shall perform its services as an independent contractor with authority and responsibility to control and direct the performance of the services required under this Agreement, subject to GIPS's general right to inspect work in progress to determine whether the services are being performed in accordance with this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee between GIPS and PSA.

5.0 Termination

It is mutually agreed that either party may cancel this Agreement before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date. PSA shall take all reasonable steps to minimize further costs, and shall be entitled to reimbursement for costs and non-cancelable obligations incurred prior to the effective date of such early termination.

6.0 Entire Agreement

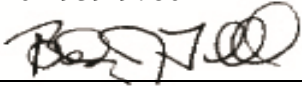
IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of the respective Parties. The signatures of the authorized representatives of the parties below demonstrate the party's acceptance of the terms and conditions of this agreement.

Grand Island Public Schools
Kneale Administration Building
123 South Webb Road, Box 4904
Grand Island, NE 68802
Telephone: 308-385-5900

POLICY STUDIES ASSOCIATES, INC.
1120 20th Street NW, Suite 200N
Washington DC 20036

Telephone: 202-939-9780

Signature: _____
Name: _____
Title: _____
Date: _____

Signature:  _____
Name: Brenda J. Turnbull
Title: Principal
Date: 4/1/2021



Strategic Planning Support for Grand Island Public Schools

Policy Studies Associates (PSA) will support Grand Island Public Schools (GIPS) in writing a strategic plan that will guide the district in building opportunities for all students to thrive. PSA will review and integrate current documents; gather stakeholder input; operationalize objectives; and build coherence by integrating key components of GIPS planning (e.g., CARES Act funds, Equity Action Plan) into a single plan. The plan is scheduled to be presented to the GIPS Board in June and finalized by July.

PSA costs for collaborating with GIPS to develop a formatted strategic plan are **\$37,000**.

PSA tasks for the strategic plan include:

- Review and crosswalk GIPS strategic planning materials
- Solicit feedback from key GIPS stakeholders and liaise with the equity task force
- Draft a strategic plan that incorporates key components from the Strategic Equity Action Plans and intended uses of ESSER II funds
- Incorporate Board feedback, as appropriate
- Meet and communicate regularly with GIPS leadership to partner in plan development

PSA will deliver as a final product a formatted strategic plan meeting GIPS branding criteria that is approved by the Board and which includes key objectives, strategies/initiatives, and measurable goals that center equity.

GIPS NEEDS ANALYSIS



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

Proposal: Contract from Policy Studies Associates for On Track to Thrive 2025

Submitted By: Jennifer Worthington

Date: 4/5/21

1. What is the identified need?

GIPS is in year five of a five year strategic plan. A lot has changed in the district and in the world since the strategic plan was approved. Much has already been accomplished. District administration has evaluated the entire strategic plan and determined what has been accomplished, what still needs to be accomplished and what needs to be accomplished but may be adjusted.

District administration recommends that we contract with Policy Studies Associates to bring together the remaining strategic plan work, Strategic Equity Action Plans (SEA-Plans), and the ESSER/CARES plan (COVID recovery). This plan will take the district to 2025.

2. Administrative Rationale for BOE Agenda Item

GIPS has a great deal of information, from a variety of documents and in a variety of formats that need to be analyzed and combined into one plan. PSA has the ability to do a thorough crosswalk between the information. PSA has expertise in strategic planning and equity work. In order to begin implementation of the plan in August 2021 the timeline is very tight. PSA can help the district meet this timeline.

3. Proposed Action

District administration recommends that we contract with Policy Studies Associates to bring together the remaining strategic plan work, Strategic Equity Action Plans (SEA-Plans), and the ESSER/CARES plan (COVID recovery).

4. Data/Research Assessed

The Executive Cabinet completed a SWOT analysis in preparation of combining the information shared in this proposal that will be included in the new strategic plan. Cabinet also evaluated all items from the current strategic plan to determine what still needs to be completed. Other data in preparation for this plan includes student achievement during COVID. This information has been shared with the BoE.

5. Stakeholder Group(s) Involved

The development and implementation of this plan will involve the entire district. The Board of Education, staff, family and community will have input into the plan. The implementation of the plan will involve all staff, students, and stakeholders.

6. Summary

GIPS will be most successful in meeting student needs if everything is merged into one plan. This will allow the district to set clear objectives expectations with staff, students, community and all stakeholders.

7. Fiscal Impact

Amount: Up to \$45,000 (base cost \$37,000)

Source: BOE Budget

Details: The base cost is \$37,000. There are a few optional services that may be very helpful to GIPS. Administration would like the flexibility to accept these services as needed.

8. Person(s) Responsible for Implementation

Jennifer Worthington is the district lead for On Track to Thrive 2025

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Approval of the new plan

Timeline: Board approval in July 2021 with implementation in August 2021

▲ Follow-Up

F/U with: ___ Cabinet ___ Board ___ Board Committee: ___ Leading for Learning _____

Actions: The plan will be completed prior to the July 2021 board meeting. The board will received updated on On Board to Thrive 2025 at least once a year

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



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5014485
 Date 4/9/2021
 Customer ID 10107055

Bill To **Ship To**

Grand Island School Dist #2
 123 South Webb Road
 Grand Island NE 68802
 United States

Robin Dexter
 Grand Island School Dist #2
 123 South Webb Road
 Grand Island NE 68802
 United States

Requested By	Ship To	Setup Admin	Entered By
Robin Dexter	Robin Dexter	Name: Robin Dexter Email: rdexter@gips.org	Joany Higgins

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		5/24/2021	7/31/2024	3	\$4,829.00	\$14,487.00
	Renewing Subscription ID: 80014362						
904103	Second Step Grades K-8, Multi-Site Pricing, 3-Year Licenses		4/9/2021	7/31/2024	14	\$4,829.00	\$67,606.00

Subtotal \$82,093.00
 Discount (\$8,209.30)
 Shipping & Handling \$0.00
 Sales Tax* (%) \$0.00

TOTAL \$73,883.70

Please remit in US Funds.

Make check payable to: Committee for Children

*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5014485 on your order to guarantee pricing.

GIPS NEEDS ANALYSIS



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

Proposal: Purchase renewal of online Second Step curriculum resources

Submitted By: Robin Dexter

Date: May 13, 2021

1. What is the identified need?

K-8 counselors need a curriculum resource to support social emotional learning

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

- Decreased number of students who are suspended or expelled
- Increased percentage of students with a high level of school connectedness and high commitment to learning
- Increased percentage of students self-reporting growth mindset, self-efficacy, self-management, and social awareness

3. Proposed Action

Purchase the renewal of Second Step Curriculum for grades k-8 – originally purchased in April 2018

4. Data/Research Assessed

Second Step is a holistic approach to building supportive communities for every child through social-emotional learning in grade PK-8
Decades of research show the positive effects of universal, classroom-based SEL programs for children. There is also broad recognition that benefits are even greater when children experience SEL throughout their day, across home, school, and out-of-school time environments, and throughout developmental stages. When implemented holistically, with a coordinated, community-wide approach, SEL can build stronger communities and support inclusive, equitable learning.

5. Stakeholder Group(s) Involved

k-5 and 6-8 Counselors – L4L

6. Summary

The purchase of Second Step online and activity resources will provide counselors and teachers with research based activities to support social emotional learning

7. Fiscal Impact

Amount:	\$73,883.70
Source:	ESSERS II Funds

Details: 3 year license

8. Person(s) Responsible for Implementation

Robin Dexter, K-8 Counselors

9. Implementation Plan

Monitor/ Evaluate

Actions:	<ol style="list-style-type: none">1) Review of lessons in PLC's2) Review of Panorama Data3) Review of discipline data4) Review of suicide ideation data5) Review of bullying data
Timeline:	<ol style="list-style-type: none">1) Ongoing throughout the school year2) Check points of student achievement at each trimester3) Check points of implementation throughout the school year

Board Report/Follow-Up

Actions:

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

March 17 2021

Grand Island Public Schools
123 South Webb Road
Grand Island, NE 68802

Re: **Non-Binding Letter of Intent – St. Francis Medical Center (“Hospital”)**
2620 West Faidley Avenue (“**Building**”), 8th Floor, Grand Island Nebraska 68803

This letter serves as a non-binding letter of intent (the “**Letter of Intent**”) to outline the intended terms and conditions under which CHI Nebraska, a Nebraska nonprofit corporation, dba CHI Health St. Francis Medical Center, is willing to enter into lease negotiations for the Premises described below with Tenant.

Below is a basic outline of essential terms which, if acknowledged as acceptable by all parties, will provide the basis for further negotiations between the parties and for the development of a binding agreement (the “**Lease Agreement**”), each party acknowledging that there are other essential terms upon which the parties have not yet agreed and that any future agreement that develops out of this Letter of Intent is expressly contingent upon CHI Health obtaining all internal governance approvals, including, but not limited to approval by CHI Health’s Board of Directors. Except for the provisions of Paragraphs 22 through 29 (which are intended to be legally binding and enforceable), this Letter of Intent is not intended to constitute a contract or an offer to enter into a contract, nor to be binding upon any of the parties, nor to create any legal obligations or rights for either party with respect to any of the matters set forth herein.

1. **Landlord.** CHI Health, a Nebraska nonprofit corporation, doing business as St. Francis Medical Center (“**CHI Health**”).
2. **Tenant.** Grand Island Public Schools (“**Tenant**”).
3. **Premises.** That portion of the Building constituting the entire 8th floor (except for common areas) consisting of approximately 24,450 rentable square feet of space, (the “**Premises**”).
4. **Delivery.** The Premises shall be delivered to Tenant in “As-Is, Where-Is” condition upon full execution of the Lease Agreement (including work letter), receipt of any required security deposit, advance rent and proof of required insurance.
5. **The Lease Agreement.** CHI Health and Tenant intend to enter into a Lease Agreement (including a work letter) whereby Tenant will construct the Improvements (as defined in Paragraph 16) and operate an academy of medical science on the Premises. To that end, CHI Health and Tenant plan to enter into the Lease Agreement under which Tenant will lease the Premises to be

constructed and operated as a high school-level “academy of medical science” (the “**Project**”). Any ancillary services requested or required by Tenant shall be subject to a separate purchased services agreement between CHI Health and Tenant.

6. **Term.** 15 years (180 months) commencing on the Rent Commencement Date. (15years, plus a 5 year renewal)
7. **Options.** To be discussed once the parties determine if the transaction is feasible. Rent during any renewal option period shall be at full fair market value as determined by an independent third party appraiser.
8. **Lease Commencement Date.** Date on which Tenant takes possession of the Premises.
9. **Rent Commencement Date.** The earlier to occur of: (i) the date on which the Improvements at the Premises are substantially complete; or (ii) Tenant occupies the Premises for the purpose of operating the Project; or (iii) 270 days after the Lease Commencement Date.
10. **Base Rent and Operating Expenses.** During years 1-10 of the Term, Base Rent shall be \$1.00 per year. Beginning in year 11 of the Term, Base Rent shall be \$120,000 per year with annual increases of \$10,000 per year on each anniversary date. Such increases shall continue until year 20. In addition to Base Rent, Tenant shall be responsible for and pay operating expenses of \$0.46 per rentable square foot per month, increasing 3% annually. Tenant shall pay operating expenses on a monthly basis. Subject to Paragraph 13 below, the operating expenses amount will include water, sewer, electricity, natural gas, common area and grounds maintenance (including snow removal), and common area. (Operating expenses for an acute care setting would typically exceed \$0.61 to \$0.66 per sq. ft. per month.)
11. **Insurance.** Tenant shall be responsible for insuring the Premises, its personal property and operations at the Premises and liability arising out of Tenant’s use of the Building or Hospital, and maintaining other applicable insurances to CHI Health’s reasonable requirements.
12. **Property Taxes.** Tenant will be responsible for the property taxes on Tenant’s personal property, if any, at the Premises. Tenant will pay any increase in property taxes due to Improvements made to the Premises by Tenant or on Tenant’s behalf or because of the loss of any exemption due to Tenant’s tenancy or use of the Premises.
13. **Utilities and Maintenance Responsibilities.** Tenant will provide janitorial services to the Premises. Tenant will provide its own data and telecommunications service. Tenant will be responsible for all maintenance within the Premises, including medical waste disposal if any. CHI Health will provide basic utilities to the Premises and maintain the common areas, subject to reimbursement by Tenant as an operating expense (see Paragraph 10 above). CHI Health, at its own cost, will be responsible to maintain the structure of the Building. CHI Health will not be responsible for providing security services at the Premises.

14. Condition of the Premises. CHI Health will deliver the Premises to Tenant in its “As-Is, Where-Is” condition with no improvements, furniture, fixtures or equipment.

15. Project Funding. CHI Health and Tenant shall work collaboratively to fundraise and complete applications for various grants and funding, including CARES Act funds, for the purpose of funding the Improvements and the Project (the “**Project Funding**”). To the extent possible, Tenant shall be the applicant of any such grants or funding. In addition, regardless of CHI Health’s status as a co-applicant, Tenant shall be solely responsible for complying with, and represents and warrants that it shall comply with, the obligations, conditions and restrictions of any Project Funding received for the Project. Tenant shall indemnify CHI Health against any claims, losses or damages (including, without limitation, repayment of funds) resulting from Tenant’s breach of the Lease Agreement , including without limitation, Tenant’s failure to comply with any such obligations, conditions and restrictions. The proceeds from these efforts and other contributions and philanthropy funds shall, at CHI Health’s sole option, be coordinated, and administered through the CHI Health St. Francis Foundation. To the extent that certain Project Funding is restricted to, or otherwise required to be held by, educational institutions or bodies, the parties shall cooperate such that the Project Funding may be held by Tenant’s Foundation with coordination through CHI Health St. Francis Foundation. Expected fundraising will total approximately \$6,000,000 (“**Project Funding Target**”). The parties shall use the Project Funding in accordance with any restrictions placed thereon by the donors or granting party. Either party shall have the right to terminate the Lease if the Project Funding Target is not reached within 180 days from the Lease Commencement Date. It is further understood that Tenant will raise additional funds specifically for ongoing Project operational and program expenses (“**Additional Project Funds**”). To the extent Additional Project Funds are raised, Tenant shall pay 25% of such funds raised as additional rent, up the cumulative difference between rent paid and the FMV rental rate for years 11 to 15 with 5 year renewal 20 years of the term. Tenant’s obligation to raise Additional Project Funds will be memorialized in a separate agreement between Tenant and CHI Health. GIPS Foundation will hold funds. Unless the donor or funding source designates the Hospital Foundation hold the funds.

16. Tenant Improvements. Tenant shall, at Tenant’s sole cost and expense, perform improvements to the Premises pursuant to a mutually approved set of plans and specifications (that are in compliance with, among other things, the Project Funding requirements) and to be further defined in a work letter (“**Improvements**”). Tenant shall hire and pay its own contractors. CHI Health must approve, in writing, all plans and specifications, contractors, and construction contracts. In addition, all Improvements must comply with applicable Nebraska hospital construction standards and be performed in accordance with applicable laws (including public contracting laws, if required). The Improvement work shall commence once the Project Funding Target is achieved. The Project Funding shall first be applied to the Improvements until paid in full then to any furniture, fixtures or equipment required by Tenant for the Project. Tenant approved invoices for Improvements shall be submitted to CHI Health for reimbursement/disbursement of Project Funding. Any costs or expenses necessary for the Project and in excess of the Project Funding shall be the responsibility of Tenant.

Bergan Mercy	Mercy Council Bluffs	Missouri Valley	Lasting Hope Recovery Center
Creighton University Medical Center	Midlands	Mercy Corning	Richard Young Behavioral Health
Good Samaritan	Nebraska Heart	Plainview	CHI Health Alegent Creighton Clinic
Immanuel	St. Elizabeth	Schuyler	
Lakeside	St. Francis	St. Mary's	

- 17. Use/Property Restrictions.** Tenant shall use the Premises only for operation of the Project. Tenant shall continuously operate the Project at the Premises during the Lease Term, except in the case of casualty, condemnation, or a period of approved remodeling. In CHI Health's sole discretion, CHI Health may require Tenant to temporarily cease operations in the event of an emergency. The Lease Agreement will detail the use restrictions and prohibited uses of the Premises and Hospital consistent with CHI Health requirements and the Ethical and Religious Directives for Catholic Healthcare Services published by the United States Conference of Catholic Bishops. Tenant's staff, students and invitees shall use only the Hospital entrances and exits as CHI Health directs.
- 18. Assignment and Subletting.** Without CHI Health's written consent in CHI Health's sole discretion, Tenant shall not sublet, assign, or otherwise transfer the Lease Agreement, in whole or in part. Tenant may sublet the Premises to Central Community College for evening and weekend use, subject to CHI Health's reasonable approval of the subtenant's specific use. Any sublease base rent income above Tenant's rent cost shall be paid to CHI Health.
- 19. Licensing.** Tenant shall be responsible for any licensing, certification, or governmental approvals required for Tenant's use of Premises. Tenant acknowledges that the Premises are located within a Hospital and Tenant shall not take any action or inaction that would compromise the Hospital license or otherwise compromise or disrupt the operation of the Hospital at the Building.
- 20. Signage.** CHI Health will install Tenant signage in the lobby of the Building at Tenant's sole cost, subject to CHI Health's approval of size, location, logo, etc.
- 21. Parking.** Premises parking shall be located on the St Francis Medical Center campus in areas designated by CHI Health, which may be modified from time to time by CHI Health. CHI Health will provide a specific number of parking stalls for Tenant's use. The specific number of parking stalls will be determined based on Tenant's need and subject to availability.

Specific location of parking and # of spaces for students and staff- minimum number of stalls to meet occupation need

- 22. Contingent Upon Internal Approvals.** The proposed transaction contemplated in this Letter of Intent, including without limitation, the effectiveness of the Lease Agreement, will be expressly contingent upon CHI Health obtaining all required internal governance approvals, including but not limited to, approval by CHI Health's Board of Directors.
- 23. Agreement Forms.** CHI Health shall prepare the initial draft of the lease, work letter, and any related documents using its template forms. The Lease Agreement, work letter and related documents shall inure to the benefit of and shall be binding upon CHI Health and Tenant and

their respective successors or permitted assigns. In the event the Lease Agreement is terminated solely as a result CHI Health's breach thereof, CHI Health shall reimburse Tenant for the unamortized cost of Tenant Improvements.

- 24. Expenses.** The parties shall each pay their own fees and expenses and those of their respective agents, consultants, and advisors whether or not the transactions contemplated by this Letter of Intent are ever consummated.
- 25. Broker Representation.** Tenant represents to CHI Health that no broker, agent, or finder is instrumental in procuring or negotiating or consummating this Letter of Intent or any of the agreements contemplated hereby, and that no person is entitled to a commission or finder's fee as a result of the transaction contemplated by this Letter of Intent.
- 26. Governing Law.** This Letter of Intent and the transaction contemplated hereby shall be governed and construed under the laws of the State of Nebraska with venue in the courts located in the City of Grand Island and County of Hall.
- 27. Confidentiality.** The parties acknowledge that the Project has been discussed publically and the subject of press releases issued by Tenant and CHI Health. Any future public announcement concerning this Letter of Intent or the Project shall be subject to CHI Health's prior written consent, which may be withheld in CHI Health's sole and absolute discretion. Notwithstanding the foregoing, the parties shall keep all information and reports obtained from the other in connection with this Project confidential and will not disclose any such confidential information to any person or entity provided, however: (i) each party shall have the right to disclose information to its attorneys, accountants and representatives only to the extent necessary to evaluate the proposed transaction; and (ii) the parties will work together to disclose any such confidential information as may be necessary to apply for and receive any Project Funding.
- 28. Execution; Delivery.** This Letter of Intent may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Transmission of a signed facsimile or scanned copy of this Letter of Intent by electronic delivery, electronic signature or otherwise shall constitute a valid signature and delivery. This Letter of Intent shall not be enforceable unless and until signed by all parties hereto.
- 29. Non-Binding Letter of Intent.**
- 29.1** With the exception of Paragraphs 22 (Contingent Upon Internal Approvals), 23 (Agreement Forms), 24 (Expenses), 25 (No Brokers), 26 (Governing Law), 27 (Confidentiality), 28 (Execution; Delivery) and this Section 29 of this Letter of Intent, which Sections shall be binding on the parties, the parties acknowledge and agree that this Letter of Intent is non-binding and does not address all essential terms for the proposed transaction. Neither this Letter of Intent nor any past or future discussions

from or with CHI Health or their representatives shall be deemed to constitute a binding agreement, express or implied, with respect to the proposed transaction, a lease or other transaction concerning the Hospital or Premises, nor a binding agreement to continue negotiations with respect thereto. Without limiting the generality of the foregoing, the parties acknowledge and agree that they do not currently have a binding agreement, and that there shall be no binding agreement between the parties, and shall have no rights or obligations with respect to the Hospital or Premises, unless and until Tenant and CHI Health sign and enter into a Lease Agreement (with work letter attached) evidencing the final, agreed upon terms of the proposed transaction. The parties further acknowledge that CHI Health may terminate discussions and/or negotiations for any reason, at any time, without any liability or obligation whatsoever. Further, this Letter of Intent is not an agreement to agree.

- 29.2** Efforts by either party to complete due diligence, obtain Project Funding, negotiate or prepare the Lease Agreement or other documents, or any other partial performance of the transactions contemplated herein, shall not be considered as evidence of intent by either party to be bound by to other party or to the transaction contemplated in this Letter of Intent until the final, definitive written Lease Agreement are negotiated and signed by both parties.
- 29.3** Neither party may make a claim against the other party by reason of actions taken or not taken prior to this Letter of Intent or in reliance upon this Letter of Intent. Any action taken or not taken by a party shall be at such party's own risk and expense.
- 29.4** The final definitive written Lease Agreement signed by the parties shall govern allocation of costs in connection with the transaction described in this Letter of Intent, but each party shall be solely responsible for its own costs (including attorneys' fees and costs and the costs of any consultants employed by such party) incurred in anticipation of the Lease Agreement and in negotiating or preparing the Lease Agreement, and this Letter of Intent.

If the foregoing is acceptable, please so indicate by executing and returning a copy of this letter to the undersigned representative.



The McAuley
Fogelstrom Center
12809 West Dodge Road
Omaha, NE 68154

CHIhealth.com

Very truly yours,

CHI HEALTH,
a Nebraska nonprofit corporation

By: _____

Name: _____

Title: _____

THE FOREGOING IS ACKNOWLEDGED AND AGREED:

Tenant Grand Island Public Schools, a Nebraska
nonprofit Corporation

By: _____

Name: _____

Its: _____

Date: _____

Bergan Mercy
Creighton University Medical Center
Good Samaritan
Immanuel
Lakeside

Mercy Council Bluffs
Midlands
Nebraska Heart
St. Elizabeth
St. Francis

Missouri Valley
Mercy Corning
Plainview
Schuyler
St. Mary's

Lasting Hope Recovery Center
Richard Young Behavioral Health
CHI Health Alegent Creighton Clinic

GIPS NEEDS ANALYSIS



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

Proposal: Hire 4.5 Title I Reading Interventionists

Submitted By: Kate Crowe, Dr. Brittney Bills, Dr. Toni Palmer

Date: 4/21/21

1. What is the identified need?

Based on recent DIBELS data, we currently have 212 K-3 students in Title I schools performing well below, below and well below average growth in developing early literacy skills. Based on a pilot of this position at West Lawn, we have identified this request as a way to intentionally address the instructional supports needed to intentionally intervene and accelerate learning for our students in K-3.

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

The interventionist roles and responsibility directly align with our need to personalize instruction based on data. This position will have specific training in the science of reading and the implementation of intervention using high quality instructional resources and using data to drive intervention decisions. The intent and outcome is to decrease learning gaps that put students on the trajectory to meet on-track reading goals by 3rd grade. This aligns to our district commitment to personalize instruction and using data to make decisions. The intended success measure to address is to increase the number of students on-track at 3rd grade and close achievement gaps.

3. Proposed Action

Utilize an [equity formula](#) where the FTE is based on the **Number of K-3 Students Well/ Below, Making Below Average & Well Below Average Growth based on DIBELS (below 20 =.5 FTE, >20 1.0 FTE)**. for each Title I school. This caseload is manageable based on what West Lawn and Wasmer have been able to support. We currently have staff at West Lawn, Wasmer, and Howard so request to hire 4.5 positions to staff Title I buildings with additional intervention support.

4. Data/Research Assessed

Beginning this school year, the percentage of students entering Kindergarten and 1st grade at risk for reading failure exceeded our non-title schools anywhere from 10% - 18% (see chart below). When students are below and well below benchmark, we want to see 80% of students move a color band between benchmark windows (i.e., red to yellow, yellow to green, etc). This is an indication that our intervention system is successfully reducing the number of students in need of targeted and intensive intervention support. As you can see from the data below, we are currently falling well below that benchmark and students in our Title 1 schools are making the least amount of growth in the district.

	Kinder	1st Grade
District % Below & Well Below - Fall	85%	63%
Title 1 Schools	93%	66%
Non-Title Schools	75%	56%
District Intervention Progress (80%)	47%	29%
Title 1 Schools	47%	27%
Non-Title Schools	51%	36%

5. Stakeholder Group(s) Involved

Dr. Bills, Title I principals, Students, K-3 teachers

6. Summary

Hiring interventionists will provide students that are below, well-below benchmark targeted intervention support in addition to core instruction in our Title I buildings. This targeted support will be personalized and delivered by a highly trained and effective teacher of reading. The intervention strategy will occur simultaneously as we are improving Tier I instruction with all teachers with the goal to decrease the number of students needing targeted intervention.

7. Fiscal Impact

Amount: Salary \$306,000, Benefits \$61,200

Source: Title 1 Funds

Details:

8. Person(s) Responsible for Implementation

L4L, Principals and Title I Interventionists

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Post and hire interventionists as soon as approved.
Plan and schedule professional learning for Interventionists, Academic Coaches and principals
August-Identify 1-3 targeted students using Spring data
September-review fall data and make adjustments in targeted interventions
L4L will monitor impact of interventions through data analysis following Fall, Winter, Spring Benchmarks.

Timeline: Implement 20-21 school year

▲ Follow-Up

F/U with: Cabinet Board Board Committee: _____

Actions:

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

GIPS NEEDS ANALYSIS



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

Proposal: Staffing for K-5 and 6-12 Virtual School 2021-2022

Submitted By: Wayne Stelk, Dr. Allison Bailey, & Dr. Toni Palmer

Date: May 6, 2021

1. What is the identified need?

Students (and their parents) in grades 6-12 who desire to receive formal education in a virtual school environment for reasons that may be health related, pandemic related, or other reasons that cannot be accommodated in an onsite environment.

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

Due to the continued concerns with the Coronavirus and medical needs of some students and their families, identified achievement gains for some virtual students who wish to remain in a virtual setting, and creating opportunities to expand education options for parent/students in a structured academically rigorous virtual learning environment with appropriate support and school connection for our most marginalized students, acceleration of learning, and to ensure all virtual students are met with grade-level expectations. To ensure equity, virtual students require online access to high quality instruction and resources, internet access and digital devices for students and staff, a physical location for students and their families to interact away from the crowded school building which may pose a risk to health and safety and to connect to support services, extracurricular activities, extended learning opportunities, and remote workforce readiness programs. In addition, virtual classroom teachers need specialized PD to meet the unique needs of the virtual learning environment.

3. Proposed Action

Hire 3 MS and 2 HS Certified Virtual Teachers for 6-12 Virtual School, 1 K-8 EL, Counselor, 1 K-8, 1 certified SE teacher to serve homebound medically fragile students, 1 FTE Family Liaison (Classified position).

4. Data/Research Assessed

GIPS has one full year of experience offering virtual school opportunities to students. That year of experience, including feedback from teachers, students, parents and specialists has driven our decisions to improve and expand virtual school for grades 6-12 and restructure our K-5 elementary virtual school.

5. Stakeholder Group(s) Involved

Students in grades K-12, parents of students in grades K-12.

6. Summary

Approval and Implementation of the K-8 and 6-12 virtual school staffing will meet a very specific need for a targeted group of students who might otherwise leave the district, or who might not achieve the same academic growth in an onsite environment.

7. Fiscal Impact

Amount: Not to exceed \$855,240 Salary and Benefits

Source: ESSER II

Details: Our ability to fund the virtual school for grades 6-12 and support students in specialized programs K-8 will be contingent upon the approval of GIPS Esser II grant by the Nebraska Dept of Education.

8. Person(s) Responsible for Implementation

Stelk (staffing), Dr. Bailey (organization and supervision) Dr. Palmer (instructional resources), Dr. Doll (data collection and reporting).

9. Implementation Plan

▲ Monitor/ Evaluate

Actions: Staff and open the 6-12 virtual school.

Timeline: Beginning of the 2021-2022 school year.

▲ Follow-Up

F/U with: Cabinet Board Board Committee: L4L_____

Actions: Cabinet, board and L4L Committee will receive an update at the end of the 2021-2022 school year, recapping student achievement and any recommendations for improvement.

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

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

BOE Policy Committee Meeting – Monday, April 12, 2021 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner*

Members present:

Erika Wolfe
Terry Brown
Lindsey Jurgens
Joshua Hawley
Dr. Robin Dexter
Dr. Tawana Grover

Review minutes from March 15, 2021: Approved as written.

Review Agenda for Changes or Additions: None at this time.

Policies for March 15, 2021 BOE Agenda for First Reading: 4440 Purchasing Authority, 4442 Local Purchasing, 7375 Request for Reconsideration of Instructional Materials or Library Collections, 8440 Use of Tobacco, Alcohol, and Other Controlled Substances by Students, 8450 Student Discipline, 8570 Drug Free School and Campus

Policies for March 15, 2021 BOE Agenda for Final Reading: 5310 Transportation

Meeting dates and times:

Monday May 10, 2021 - 4:30PM Zoom
Monday June 7, 2021
Monday July 12, 2021

Policies for Review:

2150 Public Complaint Process - Dr. Dexter shared that this policy developed from the Governance committee and research on best practices for processes like these. The Policy Committee reviewed the draft and legal feedback. Discussion by the committee included who would benefit, or not benefit, from this policy and whether this process needs to be a written policy or a guideline. Policy members felt positive about having guidelines in writing, but unsure if it belongs in written policy. Policy 2150 was tabled and Dr. Dexter will continue to do research and return to the Committee with more discussion.

2215 Board of Education Student Member - Dr. Dexter sought input from GISH principal and BOE student representative. Minor editing suggested to the steps/guidelines. Committee suggested creating a rubric for evaluating candidates, and to evaluate the policy and process for equity and bias removal. Dr. Dexter was asked to take to the Governance committee and then return to Policy.

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

8457 Internet Safety and Acceptable Use - Dr. Dexter shared the origins of this policy come from a student request to a website which was not accessible. IT was consulted in revising this policy. This is very similar in process to Policy 7375 with instructional or library materials reconsideration. This policy will go to BOE for first read.

Discussion:

Co-op agreements with surrounding schools participating in activities - Dr. Dexter updated the Committee on discussions being held regarding the budget discussions regarding community facilities and extracurricular activities, such as YMCA and swimming team. The agreements with facilities like these will be legally reviewed. GIPS is working with surrounding schools to talk about the costs of facilities, transportation, and uniforms to generate a per student cost that could be billed to outside schools who have students who want to participate/co-op in those activities. NSAA already has a cooperative agreement process in place and is renewed every two years. By combining the co-op agreements and cost analysis together, we can more efficiently offer some extracurricular activities.

Students who are participating in academies outside of GIPS MOU - Dr. Dexter and Dan Phillips have been working on creating a process and guidelines for students outside of GIPS who request to participate in academy activities. They are identifying all expenses (fees) that students in GISH academies would need, manufacturing for example. The goal would be to be able to produce an invoice for the costs associated per student for the activities/courses and send that to the school district responsible for those costs.

Policies to be Worked On:

Online Learning - No further updates at this time

Tabled:

These policies are still being reviewed by the Board Governance Committee.

2111 Board Operating Principles

2215 Board Membership

2311 Board Member Vacancies

3210 Qualifications and Duties of the Superintendent

3212 Superintendent Evaluation

Reporter for May 13, 2021 Board Meeting (April 12 and May 10 minutes): Terry Brown

Next meeting: May 10th, 2021 at 4:30PM via Zoom

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BOE Policy Committee Meeting – Monday, May 10, 2021 – 4:30pm – Zoom

*Students prepared to make positive contributions to society and thrive in an ever-changing world.
Empower - Personalize - Design - Partner*

Members present:

Terry Brown
Lindsey Jurgens
Joshua Hawley
Dr. Robin Dexter
Dr. Tawana Grover

Review minutes from April 12, 2021: Approved as written.

Review Agenda for Changes or Additions: Dr. Dexter added discussion of Policy 4510 for naming of GIPS acquired former Principal Building.

Policies for May 13, 2021 BOE Agenda for First Reading: 8457 Internet Safety and Acceptable Use

Policies for May 13, 2021 BOE Agenda for Final Reading: 4440 Purchasing Authority, 4442 Local Purchasing, 7375 Request for Reconsideration of Instructional Materials or Library Collections, 8440 Use of Tobacco, Alcohol, and Other Controlled Substances by Students, 8450 Student Discipline, 8570 Drug Free School and Campus

Meeting dates and times:

Monday June 7, 2021 - 4:30pm Zoom
Monday July 12, 2021 (July 4th Holiday)

Policies for Review:

2150 Public Complaint Process - Dr. Dexter presented this policy draft to the Governance committee and it was suggested to use NASB guidance, including a graphic outlining chain of command response to a complaint in Policy 2111 Operating Principles. 2150 Public Complaint Process will not be adopted.

2215 Board of Education Student Member - Dr. Dexter will continue to work on this policy with GISH principal. They are working on an application for 2021-2022 that addresses equity and clear directions on how to complete the process. A review rubric is being drafted also. Dr. Dexter will return to Policy committee when a draft is ready for review.

Letter of Intent GIPS and CHI - Policy committee read through the terms and conditions of the letter of intent. There were no suggested corrections to the letter. GIPS will begin working on the lease after BOE reviews the Letter of Intent. Letter of Intent will move forward to the BOE for approval.

2215 Board Membership - Dr. Dexter returned this policy from the Governance Committee with suggestions. Move to BOE for approval.

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2311 Board Member Vacancies - Dr. Dexter updated that the guidelines developed and used during the filling of the recent board vacancies will be attached to this policy. Policy committee members are familiar with the attachment. Once the guidelines are attached, move to BOE for approval.

3210 Superintendent Qualifications, Recruitment, and Appointment - Dr. Dexter returned this policy from the Governance Committee with suggestions. Move to BOE for approval.

Discussion:

4510 Naming of Facilities - Dr. Dexter explained that GIPS needs to name the facility formerly called The Principal Building as we continue to develop its purpose. A suggested name of GIPS Education Annex has emerged. Policy 4510 provides direction in how to proceed with the initial naming of this facility. Policy committee discussed suggestions for community members who could possibly be asked to serve on a committee. Lindsey Jurgens and Josh Hawley volunteered to serve on the committee as a BOE representative. Lindsey shared names of 2 possible community members.

Students who are participating in academies outside of GIPS MOU - Dan Phillips has gone through this MOU and detailed the costs for students in each academy to complete certifications and specified training. The goal is not to require payment from students outside of GIPS, but to make other school districts aware of these additional costs that can be incurred for certifications and training. With this documented, clear communication can take place regarding expectation of students and their district before they participate in the academy classes. GIPS utilizes various sources of funds to cover the cost for its students. The information packet will be distributed to other local school districts. MOU will be moved to BOE for approval.

Health Ed Curriculum Standards Proposal - Dr. Dexter shared that talking points are developed to address what we are currently doing in GIPS. To date GIPS has not taken a formal stance on the proposed health education standards. It is expected that NDE will vote in the fall to adopt the standards, and then GIPS will review and decide how to proceed. Currently GIPS does have guidelines and established curriculum that is followed in 4th, 5th grade, middle school and high school health education. Policy committee discussed what they have heard from the public. Initial feedback from staff who teach in health education is that the proposed health education standards would require professional development to be able to implement in GIPS.

Policies to be Worked On:

2111 Board Operating Principles - Dr. Dexter has been asked to add the NASB guidelines graphic on Chain of Command. This policy is still under development.

1110 Statement of Philosophy and Mission - Dr. Dexter reported that this policy is being reviewed, but appears to be redundant and likely proposed for deletion.

GIPS Needs Analysis - no further updates at this time.

Online Learning - no further updates at this time.

CoOp Activity Agreements - Dr. Dexter reported that at the conclusion of spring activities, GISH AD will have meetings with area ADs to talk to them about this topic.

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Tabled:

This policy is still being reviewed by the Board Governance Committee.

3212 Superintendent Evaluation

Reporter for May 13, 2021 Board Meeting (April 12 and May 10 minutes): Terry Brown

Next meeting: June 7th, 2021 at 4:30PM via Zoom