

GIPS BOE Regular Meeting
Thursday, October 13, 2022 5:30 PM
Kneale Administration Building - Board Room

1. CALL TO ORDER
Speaker(s): Board President
2. ROLL CALL
Speaker(s): Mrs. Dibbert
3. MISSION STATEMENT
4. CONSENT AGENDA
Speaker(s): Board President
 - 4.1. Minutes from the previous month's meeting
 - 4.2. Acceptance of Agendas From Standing Committees
 - 4.3. Claims as submitted
 - 4.4. Bid Proposals as submitted
 - 4.5. Staff Adjustments as submitted
 - 4.6. Treasurer's Report as submitted
 - 4.7. Policy
 - 4.7.1. 2470 MEETING MINUTES on Final Read
 - 4.7.2. 4555 BIDDING REQUIREMENTS on Final Read
 - 4.7.3. 6462 CERTIFIED STAFF RESIGNATION on Final Read
 - 4.7.4. 8450 STUDENT DISCIPLINE on Final Read
 - 4.7.5. 8456 STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES on Final Read
 - 4.7.6. 8512 SEIZURE SAFE SCHOOLS on Final Read
 - 4.7.7. 8740 GRADUATION REQUIREMENTS on Final Read
 - 4.7.8. 2111 BOARD OPERATING PRINCIPLES on First Read
 - 4.7.9. 4312 INTERNAL CONTROLS FOR FEDERAL AND STATE AWARDS on First Read
 - 4.7.10. 4554 CONSTRUCTION MANAGER AT RISK on First Read
 - 4.7.11. 6233 DRUG FREE SCHOOL AND COMMUNITY (Staff) on First Read
 - 4.7.12. 7551 GRAND ISLAND SENIOR HIGH ONLINE POLICY FOR CREDIT RECOVERY on First Read
 - 4.7.13. 8720 GRADING AND REPORTING on First Read
 - 4.7.14. 8455 BULLYING AND HARASSMENT (Students) on First Read
 - 4.8. Approval of Agenda as submitted
5. CAMPUS HIGHLIGHTS
 - 5.1. Lincoln Elementary Community School Hispanic Heritage Month Kick-Off
Speaker(s): Breanna McDonald, Liang O'Brien

Goals: Obj 3.2 Community partnerships that increase supports to students and families
 - 5.2. Islander Express

Speaker(s): Kris McMullen and Lori Watts

Goals: Obj 3.1 Every student is provided a personalized environment for learning.

6. REQUESTS TO ADDRESS THE BOARD

Speaker(s): Board President

7. RECESS

Speaker(s): Board President

8. RECONVENE FROM RECESS

Speaker(s): Board President

9. INFORMATION ITEMS

9.1. It Get's Better Project. 50 States. 50 Grants. 5000 Voices.

Speaker(s): Dr. Dexter

9.2. GIPS Alternative Education Programs

Speaker(s): Dr. Dexter

9.3. Policy 8220 Admission of Resident Students

Speaker(s): Dr. Dexter

9.4. Agreement for Consulting Services

Speaker(s): Mrs. Worthington

9.5. American Civics Report

Speaker(s): Dr. Lee

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Obj 2.2 Every student has access to rigorous, relevant coursework.

9.6. Report on the Hall Pass APP

Speaker(s): Mr. Gilbertson

9.7. CMBA for Howard and Walnut

Speaker(s): Mr. Petch

9.8. Construction Update

Speaker(s): Mr. Petsch

9.9. Student Representative Report

Speaker(s): Mr. Zach Cloutier

10. ACTION ITEMS

11. REPORTS

11.1. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Jurgens

11.2. NASB Monthly Update

Speaker(s): Board President

12. EXECUTIVE SESSION TO RECEIVE AND DISCUSS LEGAL ADVICE, DISCUSS PENDING OR THREATENED LITIGATION, AND FOR THE PROTECTION OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

13. RECONVENE FROM EXECUTIVE SESSION

14. NOTIFICATION OF UPCOMING BOARD MEETINGS

15. ADJOURNMENT

*** Proof of Publication ***

State of Nebraska)
County of Hall) SS.

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday, October 13, 2022 at 5:30 P.M., at the Kneale Administration Building, 123 S Webb Road, Grand Island, Nebraska, where the meeting will be open to the public. An agenda for such a meeting, kept continuously current, is available for inspection at the Office of the Superintendent.
Dr. Robin R. Dexter,
Board Secretary
4 ZNEZ

GRAND ISLAND PUBLIC SCHOOL/Classified

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

ORDER NUMBER 1109982

Melissa Jepson, being first duly sworn on oath, says that he/she is employed by The GRAND ISLAND INDEPENDENT, a newspaper printed and published in Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the GRAND ISLAND INDEPENDENT, and affiant knows of his/her own personal knowledge that said newspaper has a bonafide circulation of more than 500 copies of each issue, has been published at Grand Island, Nebraska, for more than 52 weeks successively prior to the first publication of the annexed printed notice, and is a legal newspaper under the statutes of the State of Nebraska; that the annexed printed notice was published on the dates listed below.

Section: Class Legals
Category: 0099 LEGALS
PUBLISHED ON: 10/04/2022

TOTAL AD COST: 16.73
FILED ON: 10/4/2022

Subscribed in my presence and sworn to before me this 4 day
of October, 2022

My commission expires November 8, 2025

Casey Harvey
Notary Public

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

Work Session Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Thursday, September 8, 2022 at 5:30 PM at the Kneale Administration Building - Challenge Center, 123 S Webb Rd, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the *Grand Island Independent*, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 5:30 PM.

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

AGENDA

1. OPENING

The work session of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was opened with discussion beginning at 5:30 P.M. on September 8, 2022 at The Kneale Administration Building - 123 South Webb Road, Grand Island, Nebraska, the usual meeting place of said Board. Notice of the work session was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the work session was also given in advance to all members of the Board of Education.

2. ATTENDANCE

3. TOPICS TO BE DISCUSSED

Discussion for this Work Session focused on 2022-2023 FY for the Grand Island Public Schools.

4. NOTIFICATION OF UPCOMING BOARD MEETINGS

5. ADJOURNMENT

The work session was completed at 6:30 p.m.

Angela A. Dibbert, Recording Secretary

Robin R. Dexter, Secretary to the Board

Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Thursday, September 8, 2022 at 6:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Rd, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the *Grand Island Independent*, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 6:35 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

The meeting was called to order at 6:35 p.m.

2. ROLL CALL

Mr. Barcenas gave prior notice of absence and absence is excused.

3. MISSION STATEMENT

The Mission Statement was read by Mrs. Lindsey Jurgens.

4. CONSENT AGENDA

4.1. Minutes from the previous month's meeting

4.2. Acceptance of Agendas From Standing Committees

Finance and Facilities Committee

Next Meeting Date: October 4, 2022 at 7:30 a.m.

Leading for Learning Committee

Next Meeting Date: October 11, 2022 at 4:00 p.m.

Personnel Committee

Next Meeting Date: October 6, 2022 at 7:30 a.m.

Policy Committee

Next Meeting Date: October 10, 2022 at 4:30 p.m.

Public Relations and Partnership Development Committee

Next Meeting Date: October 7, 2022 at 8:00 a.m.

Governance Committee

Next Meeting Date: October 5, 2022 at 7:30 a.m.

GNSA/Legislative Committee

Next Meeting Date: None

4.3. Claims as submitted

Mrs. Jurgens abstained from voting on check number 84372, but approved all other consent agenda items as submitted.

4.4. Bid Proposals as submitted

4.5. Staff Adjustments as submitted

4.6. Treasurer's Report as submitted

4.7. Policy

4.7.1. 2470 MEETING MINUTES on First Read

4.7.2. 4555 BIDDING REQUIREMENTS on First Read

4.7.3. 6462 CERTIFIED STAFF RESIGNATION on First Read

4.7.4. 8450 STUDENT DISCIPLINE on First Read

4.7.5. 8456 STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES on First Read

4.7.6. 8512 SEIZURE SAFE SCHOOLS on First Read

4.7.7. 8740 GRADUATION REQUIREMENTS on First Read

4.8. Surplus Property Listing

4.9. MOU, Agreements, and Contract Renewals

4.9.1. Nebraska Children and Families Foundation/GIPS Child Care Partnership Contract for 2022 2023

4.9.2. Panorama Renewal Contract for 2022 2023

4.9.3. MOU for Early College Courses in CCC Service Area

4.10. Approval of Agenda as submitted

Approve the agenda as submitted. Passed with a motion by Bonnie Hinkle 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

5. SPECIAL RECOGNITION

5.1. Oath of Office- Board of Education Student Representative, Zach Cloutier.

Mr. Zach Cloutier was sworn in at 6:43 p.m.

5.2. AP Recognition for high school level students from 2021-22 AP Testing

Dr. Doll presented the AP Recognition for high school level students from 2021-22 AP Testing.

6. CAMPUS HIGHLIGHTS

6.1. GEAR UP - Dr. Allison Bailey and students who represented Nebraska at the Youth Leadership Summit will present their experience at the annual GEAR UP conference.

Dr. Allison Bailey and students who represented Nebraska at the Youth Leadership Summit presented their experience at the annual GEAR UP conference.

6.2. GEAR UP - Dr. Allison Bailey and student representatives from the Advanced Medical Sciences will share their summer learning experience at John Hopkins University.

Dr. Allison Bailey and student representatives from the Advanced Medical Sciences shared their summer learning experience at John Hopkins University.

7. REQUESTS TO ADDRESS THE BOARD none

8. RECESS none

9. RECONVENE FROM RECESS none

10. INFORMATION ITEMS

10.1. 2022 2023 GIPS Staff Calendar

Dr. Dexter presented an update to the 2022-2023 GIPS Staff calendar to address an error on the presentation of number of professional and prep/plan days in the calendar. The error does not impact the actual calendar days for students or staff.

10.2. Construction Update

Mr. Petsch presented the construction update.

10.3. Student Representative Report

Mr. Zach Cloutier gave the student representative's report.

10.4. Superintendent Report

Dr. Grover presented the superintendent report.

11. ACTION ITEMS

11.1. 2022-2023 GIPS Staff Calendar

Motion to approve corrections to the GIPS 2022-2023 Staff Calendar 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

11.2. Adding FTE request- Campus Monitor-Supervisor at GISH

Motion to approve the additional FTE for the Campus Security Supervisor at Grand Island Senior High 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

12. REPORTS

12.1. NASB Monthly Update

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

13. EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING A REAL ESTATE TRANSACTION AND PERSONNEL BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 7:52 p.m.

Motion to recommend for the Board to convene to executive session for the purpose of discussing a real estate transaction and personnel. Passed with a motion by Bonnie Hinkle 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

14. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 8:30 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Bonnie Hinkle and a second by Erika Wolfe.

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

15. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION none

16. NOTIFICATION OF UPCOMING BOARD MEETINGS

Public Hearing, Monday, September 26, 2022 at 6:30 p.m.

Regular Board of Education Meeting, Thursday, October 13, 2022 @ 5:30 p.m.

17. ADJOURNMENT

All business having been completed, the meeting was adjourned at 8:31 p.m.

Angela A. Dibbert, Recording Secretary

Robin R. Dexter, Secretary to the Board

Hearing Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Monday, September 26, 2022 at 6:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Rd, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 6:30 PM.

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

Mr. Hulinsky gave prior notice of absence and his absence is excused.

AGENDA

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2. ROLL CALL

3. Public Hearing on the Proposed 2022-2023 Budget

4. Requests to Address the Board

Mr. Jack Millard, 820 N. Shady Bend Spur, Grand Island, NE, (402) 689-1980

Ms. Nikki Hooker, 4242 Spur Lane, Grand Island, NE

Mrs. Jan Rose, 4218 Spur Lane, Grand Island, NE, jan.r.rose@gmail.com

Mr. James Martin, 811 W. 11th Street, Grand Island, NE

Mr. Douglas Lanfeor, 2128 N. Custer, Grand Island, NE

Mr. Tim O'Neill, 1203 Sylvan Street, Grand Island, NE

Mr. Jim O'Neill, 2426 N. Custer, Grand Island, NE

5. Informational Items Regarding the 2022-23 Budget

Mrs. Albers - no report.

6. ADJOURNMENT

All business having been completed, the meeting was adjourned at 6:59 p.m.

Angela A. Dibbert, Recording Secretary

Robin R. Dexter, Secretary to the Board

Special Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Lisa Albers in open and public session on Monday, September 26, 2022 at 7:00 PM at the Kneale Administration Building - Board Room, 123 S Webb Rd, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the *Grand Island Independent*, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

ROLL CALL:

Attendance Taken at 7:00 PM.

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

Mr. Hulinsky gave prior notice of absence and his absence is excused.

AGENDA

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

3. MISSION STATEMENT

The Mission Statement was read by Mr. Josh Hawley.

4. Approval of FY2022-23 Grand Island Public School Budget

Recommendation to approve the 2022-23 School District Budget as presented. This motion, made by Carlos Barcenas and a second by Bonnie Hinkle.

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

5. Approval of Hall County School District 2 a/k/a/ Grand Island Public Schools Levy Resolution for Fiscal Year 2022-23

Motion to approve the fiscal year 2022-2023 property tax resolution and corresponding property tax request as read into the public record. Passed with a motion by Carlos Barcenas and a second by Bonnie Hinkle.

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

6. EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING A REAL ESTATE TRANSACTION BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 7:08 p.m.

Motion to recommend for the Board to convene to executive session for the purpose of discussing a real estate transaction. Passed with a motion by Carlos Barcenas and a second by Joshua Hawley.

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

7. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 7:54 p.m.

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

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

8. NOTIFICATION OF UPCOMING BOARD MEETINGS

9. ADJOURNMENT

All business having been completed, the meeting was adjourned at 7:54 p.m.

Angela A. Dibbert, Recording Secretary

Robin R. Dexter, Secretary to the Board

Students who thrive.



To: Leading for Learning BOE Committee
From: Dr. Toni Palmer
RE: Meeting: September 13, 2022, Virtual
4:00 PM-5:30 PM

New Business:

- Update on Islander Grounds-Kris McMullen/Lori Watts
- G&T Update-Cara Kuhl
- E-hall Pass-Mr. Gilbertson (or AoGISH Rep)
- [GIPS Secondary Alternative Programs](#)-Dr. Dexter
- Attendance Plan-Dr. Dexter
- [MS Visioning Update](#)-Dr. Palmer

Next Meeting: October 11th: @ 4:00 Zoom

GIPS Alternative Secondary Programs

GIPS offers several alternative education opportunities for students. This document lists the programs with a description of the program, entry/exit requirements, capacity of students to be serviced, and connections to general education activities such as Academies, career and technical education, athletics, and academic coursework.

PASS Program

The Secondary School Transition Program (PASS - Positive Alternative to Suspension Support) is located at each of the three middle schools and GISH. Students are served at their neighborhood school with room for 15+ students at each school. The transition program is the first placement in a Tier 2 or short term Tier 3 Support Program with entry and exit plans developed by the MTSS team.

The program has specific guidelines for instruction, Social Emotional Learning, and outside agency support. Staff includes 1 SECL teacher/mental health professional and 2 para-professionals (Study Tutors) at each building site.

Students are assigned to the PASS Program by the MTSS team with an individualized learning plan. Students are monitored on an hourly, daily, and/or weekly basis for success and at each 6 weeks. Student plans are reviewed by the building team for transition into the gen ed environment at 6 weeks. The individualized learning plan would include identifying specific behavior/mental health/academic interventions and would include opportunities for before/after school activities. Students would return to the classroom with a re-entry plan developed by the MTSS team. Decision rules for entry and exit will be developed by the Secondary Alternative Education Team.

Edmentum courses and Google classroom will support instruction and the curriculum would include Social Emotional Learning curriculum supported by Second Step, Rage to Reason, and resources identified by the team at an approximate resource and training cost of \$7000/year.

Gaps:

Professional development for PASS staff

Ombudsman Program

Ombudsman Educational Services (OMB) provides alternative education programs for middle and high school students who have demonstrated they are a danger to self and/or others. OMB provides a flexible schedule with morning and afternoon sessions. Ombudsman offers academic, social and behavioral support so that students earn their high school diplomas and are prepared to make positive choices about the future. Ombudsman utilizes a number of research-based curriculum resources to deliver its instructional model. Initial and ongoing teacher-led instruction is tailored to ensure each student earns the necessary credits to arrive at graduation in accordance with his or her success plan. Ombudsman's rigorous and relevant academic programs are accredited by Cognia and aligned to Common Core and state-specific standards.

Students who thrive.



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

New Business:

- Standards Based Learning/Grading Update-Mrs. Covarrubias/Dr. Doll
- American Civics BOE Report-Dr. Lee
- Teach Up Academy, needs analysis-Dr. Palmer
- Middle School Design Team Update-Dr. Palmer

Next Meeting: November 8th: @ 4:00 Zoom

GIPS Alternative Secondary Programs

GIPS offers several alternative education opportunities for students. This document lists the programs with a description of the program, entry/exit requirements, capacity of students to be serviced, and connections to general education activities such as Academies, career and technical education, athletics, and academic coursework.

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

BOE Policy Committee Meeting – **Sept. 12, 2022** – 4:30pm – Zoom

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

Empower - Personalize - Design - Partner

1. Review Notes from Aug 8, 2022 – 1.1.

2. Review Agenda for changes or additions – 2.1.

3. NEXT MEETING:

Oct. 10, 2022 – 4:30 – Zoom

4. Board role in policy adoption/approval processes:

- Board adopts or approves policy based on federal, state, and/or local statute requirements
- Board adopts or approves policy based on the need for formal guidance for certain issues with input from staff /students/community as appropriate

5. Policy on First Read @ Sept 8, 2022 BoE Meeting

8740 GRADUATION REQUIREMENTS

8456 STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES

8512 SEIZURE SAFE SCHOOLS

6462 CERTIFIED STAFF RESIGNATION

2470 MEETING MINUTES

4555 BIDDING REQUIREMENTS

8450 STUDENT DISCIPLINE

6. Policy for review:

6.1. 7551 GRAND ISLAND SENIOR HIGH ONLINE POLICY FOR CREDIT RECOVERY

6.1.1. 6.1.1. 7551 GRAND ISLAND SENIOR HIGH ONLINE POLICY FOR CREDIT RECOVERY

Review Perry Law Firm Policy recommendations:

6.2. 4312 INTERNAL CONTROLS FOR FEDERAL AND STATE AWARDS

6.3. 6233 DRUG FREE SCHOOL AND COMMUNITY (Staff)

6.3.1. Managers Checklist Form

6.4. 4554 CONSTRUCTION MANAGER AT RISK

Other requests:

6.5. 8220 ADMISSION OF RESIDENT STUDENTS

6.6. 8720 GRADING AND REPORTING

6.7. 2111 BOARD OPERATING PRINCIPLES

6.8. GIPS Alternative Secondary Programs Aug 15 2022 DRAFT

7. Policy Questions and Discussion:

7.1. 8455 BULLYING AND HARASSMENT (Students)

7.1.1. Incident Data

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

7.2. GIPS Bullying Definition April 16 2020.docx

7.3. Bully_assessment_flowchart-kk

7.4. 1311 BULLYING AND HARASSMENT

7.5. Medjo Memorial - Ryan Hansen

7.6. Cell Phone Discussion

7.6.1. Walnut examples

7.7. Attendance Program Update

8. Moved to Board Governance Committee

8.1. None

9. Working on:

8710 and 6242 – Staff Communication

4315 Activity Accounts and Relationships with Supporting Entities

6205/8505 Title IX Grievance Policy – waiting on Fed revisions

7705 Special Education – waiting on Fed revisions

LB 644 Property Tax Request Joint Hearing – waiting on policy from Perry Law Firm

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

BOE Policy Committee Meeting – **Oct. 10, 2022** – 4:30pm – Zoom

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

Empower - Personalize - Design - Partner

- 1. Review Notes from Sept. 12, 2022 – 1.1.**
- 2. Review Agenda for changes or additions – 2.1.**
- 3. NEXT MEETING:**
Nov. 7, 2022 – 4:30 – Zoom
- 4. Board role in policy adoption/approval processes:**
 - Board adopts or approves policy based on federal, state, and/or local statute requirements
 - Board adopts or approves policy based on the need for formal guidance for certain issues with input from staff /students/community as appropriate
- 5. Policy on Final Read @ Oct 13, 2022 BoE Meeting**
 - 8740 GRADUATION REQUIREMENTS
 - 8456 STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES
 - 8512 SEIZURE SAFE SCHOOLS
 - 6462 CERTIFIED STAFF RESIGNATION
 - 2470 MEETING MINUTES
 - 4555 BIDDING REQUIREMENTS
 - 8450 STUDENT DISCIPLINE
- 6. Policy on First Read @ Oct 13 BoE Meeting**
 - 2111 BOARD OPERATING PRINCIPLES
 - 4312 INTERNAL CONTROLS FOR FEDERAL AND STATE AWARDS
 - 4554 CONSTRUCTION MANAGER AT RISK
 - 6233 DRUG FREE SCHOOL AND COMMUNITY (Staff)
 - 7551 GRAND ISLAND SENIOR HIGH ONLINE POLICY FOR CREDIT RECOVERY
 - 8455 Bullying and Harassment (students)
 - 8720 GRADING AND REPORTING
- 7. Policy for review:**
- 8. Policy Questions and Discussion:**
Intellectual Property – 6210.7 – page 3 – Principle III - #2
- 9. Moved to Board Governance Committee**
 - 9.1. None**
- 10. Working on:**
 - 8710 and 6242 – Staff Communication
 - 4315 Activity Accounts and Relationships with Supporting Entities
 - 6205/8505 Title IX Grievance Policy – waiting on Fed revisions

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

7705 Special Education – waiting on Fed revisions

LB 644 Property Tax Request Joint Hearing – waiting on policy from Perry Law Firm

Kneale Administration Building

Dr. Grover, Superintendent



Agenda Governance Committee Meeting October 11, 2022

ATTENDING:

AGENDA:

1. **Legislative Items**
 - a. Sen. Aguilar Meeting Oct 17 – attendees & topics
 - b. Meeting with other Senators?
2. **10/13/2022 Board of Education Meeting**
 - a. Information item for policy update
 - b. Other information items
3. **Superintendent Search Notes**
4. **Review List of Outstanding Items**
5. **Next Meeting -- 11/2/2022 @ 7:30am**

Kneale Administration Building



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

Dr. Ken Schroeder
Chief Financial Officer
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

NEW BUSINESS:

Phone: (308) 385-5900 x 1144
Fax: (308) 385-5949
Email: kschroeder@gips.org
Web: www.gips.org

1. Activity Fund Claims – Mr. Schroeder
2. Community Redevelopment Authority & Regional Planning Commission Notices
 - School Letters - Chad wrote regarding attachment “2d” : **“White Lotus Group is getting started on the old Vets Home project with 48 units of 1 and 2 bed apartments. These are aimed at 55+ and Vets but open to anyone that will qualify.”**
3. Request for Proposals
 - Structured Cabling for GISH
 - Temperature Controls for Knickrehm
4. Teach UP Fellowship - Dr. Palmer
5. Information Technology Update – Mr. Gearhart
6. Nutrition Services Update – Mrs. Spellman
7. Leave Committee Report Update - Ms. Irey & Ken
8. Table Group Consulting Contract - Ken Schroeder
9. Review Annual Purchasing Threshold (Currently \$35,000) - Mr. Petsch, Mrs. Grim & Ken
10. Old ELC Land Appraisal & Property Divestment Process - Mr. Petsch, Mrs. Grim, & Ken
 - Documents for Disposal of Property - KSB
11. ESSERs III Building Project Update – Mr. Petsch
 - Knickrehm Elementary
 - GISH
 - Walnut Security Vestibule
 - Howard Security Vestibule
12. Design Contract with CMBA for Security Vestibule Projects - Mr. Petsch

13. Kneale Building Phase 2 Expansion - Mr. Petsch
14. Review of Depreciation, Special Building, General Fund Cash Flow, & Payroll Summary
– Ken
15. Federal Programs Update and Financial Report(s) – Ken
16. GICSA Administrative Compensation Study - Ken
17. Annual Financial Audit Follow Up - Ken
18. Open Agenda Items as Necessary – F&F Team

NEXT MEETING: **Thursday, November 1st @ 7:30 a.m.**

Kneale Administration Building

Public Relations and Partnership Development Committee

Agenda

Friday, October 7, 2022

8:00 - 9:30 a.m.



WE ARE BOLDLY GIPS '22-'23

Beat on the Street - *All*

State of the District - *Dr. Grover*

Website Rollout - How has it gone?- *Roush & Mayhew*

Board Engagement - *Roush and Discussion*

Board Brief - 2 issues have been released; analytics & reception

Board Corner

Office Hours (this was suggested and never determined as a go or not)

Social CUES - Would love to have a couple more before the end of October.

Jennifer reached out to Julie Gortemaker and Natalie Lukens

Communication Analytics - *Roush*

- New Collateral
- Notable Media Coverage
- Timely Communications

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

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

Every Student, Every Day, a Success

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84551	Danny Oberg	Rentals	\$3,100.00
84552	Grand Island Utilities Dept	Electricity	\$184.80
84553	Northwestern Energy	Utility Energy Services	\$14,897.84
84554	Symmetry Energy Solutions LLC	Utility Energy Services	\$178.48
84555	Hiland Dairy Foods Company LLC	Milk	\$29,718.86
84556	Amazon Cap Services Inc	General Supplies	\$200.69
84557	Blanca Estela Almaguer	Mileage Paid to Staff	\$7.75
84558	Carolyn Arends	Mileage Paid to Staff	\$7.25
84559	Cash-Wa Distributing	Food	\$126,752.50
84560	Cecilia Hormachea De La Roza	Mileage Paid to Staff	\$6.63
84561	Chesterman Company	Soda	\$617.76
84562	Evelyn R Seim	Mileage Paid to Staff	\$12.50
84563	Gail Blain	Mileage Paid to Staff	\$3.00
84564	Greenberg Fruit Company	Produce	\$10,823.16
84565	Hall County Extension College Park	Dues and Fees	\$1,600.00
84566	Hobart	Repairs and Maintenance Services	\$613.14
84567	Jennifer Renner	Mileage Paid to Staff	\$11.31
84568	Jerrys Sheet Metal	Professional Services	\$6,092.00
84569	June Behrens	Mileage Paid to Staff	\$4.50
84570	Kimberly Clegg	Mileage Paid to Staff	\$48.69
84571	LeAnn Masat	Mileage Paid to Staff	\$16.88
84572	Maria Acuna	Mileage Paid to Staff	\$10.63
84573	Mid-Nebraska Disposal Inc	Refuse Disposal	\$1,295.90
84574	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$9,887.59
84575	Oscar Garcia	Mileage Paid to Staff	\$31.00
84576	Pan-O-Gold Baking Co	Bread	\$10,667.22
84577	Peterson Farms Fresh Inc	Produce	\$11,502.44
84578	Renee Schwieger	Mileage Paid to Staff	\$17.50
84579	Teresa Abuwisha	Mileage Paid to Staff	\$4.50
84580	Tessa Kamilah Marie Holder	Mileage Paid to Staff	\$22.75
84581	Theresa McCarthy	Mileage Paid to Staff	\$9.38
84582	Uline	General Supplies	\$112.46
84583	US Foods - Grand Island	Food	\$45,445.08
84584	VVS Inc	Food	\$192.54
84585	Ace Hardware	General Supplies	\$323.14
84586	AcroMat	Custodial Warehouse	\$300.01
84587	Adam John Zlomke	Travel	\$311.50
84588	Alison Zitterkopf	General Supplies	\$79.89
84589	Almquist Maltzahn Galloway & Luth	Technical Services	\$260.00
84590	Amazon Cap Services Inc	General Supplies	\$6,599.70
84591	Amy May	Technical Services	\$48.22
84592	Appliance Repair Man	Technical Services	\$200.00
84593	Aramark Uniform Services	Technical Services	\$577.15
84594	Awards Plus	Professional Services	\$14.00
84595	Baasch Welding	General Supplies	\$47.40
84596	Border States Industries Inc	General Supplies	\$4,780.33
84597	Brittney Bills	Mileage Paid to Staff	\$34.37
84598	Carrie L Kolar	General Supplies	\$82.42
84599	Central Nebraska Bobcat	General Supplies	\$479.32
84600	Cindy Kiefer	General Supplies	\$295.80
84601	Communications Supply Corp	General Supplies	\$650.00
84602	Construction Rental	General Supplies	\$1,136.49

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84603	Copycat Instant Printing	General Supplies	\$217.12
84604	David White	General Supplies	\$89.90
84605	Dennis Supply Company	General Supplies	\$138.21
84606	DreamBox Learning Inc	Cloud Based Software	\$5,075.00
84607	Eakes Office Solutions	General Supplies	\$816.53
84608	Eberl Plumbing & Drain	Technical Services	\$3,795.00
84609	Erin Brooks	General Supplies	\$32.52
84610	Greater Nebraska Superintendent	Dues and Fees	\$250.00
84611	Gustave A Larson Company	General Supplies	\$2,936.22
84612	Hendricksen Appraisal Company	Other Equipment	\$1,500.00
84613	Hesselgesser Electric	General Supplies	\$418.00
84614	Interstate All Battery Center	General Supplies	\$401.19
84615	Island Sprinkler Supply	General Supplies	\$339.72
84616	Jasmin Kunz	Mileage Paid to Staff	\$32.43
84617	Jeffrey David Chmelka	Technical Services	\$216.99
84618	Jennifer Hahn	Mileage Paid to Staff	\$49.18
84619	Jimena Taylor	General Supplies	\$138.07
84620	JW Pepper Son Inc	General Supplies	\$207.99
84621	Kahsaandra Velasquez	Mileage Paid to Staff	\$33.81
84622	Kaleb Williams	General Supplies	\$97.82
84623	Karisa Dubbs	Mileage Paid to Staff	\$55.31
84624	Kidwell Inc	Technical Services	\$357.50
84625	Kristen Laurent	General Supplies	\$20.00
84626	Kristin Watson	Mileage Paid to Staff	\$3.37
84627	Lucy Long	Technical Services	\$48.22
84628	Lynn Bender	Mileage Paid to Staff	\$19.31
84629	Marks Plumbing Parts	General Supplies	\$2,210.45
84630	Marty Markvicka	Mileage Paid to Staff	\$15.81
84631	Mary Howard	Technical Services	\$48.22
84632	Megan Jo Ahrens	Mileage Paid to Staff	\$14.06
84633	Meredith Davis	Mileage Paid to Staff	\$115.37
84634	Michelle Dotson	Technical Services	\$137.15
84635	Morgan Eihusen	Mileage Paid to Staff	\$8.44
84636	Neil Berger	General Supplies	\$59.10
84637	Phouthasone Manivong	Technical Services	\$52.22
84638	Renee Ekhoﬀ	General Supplies	\$80.12
84639	Robert Bishop	Mileage Paid to Staff	\$53.69
84640	Sarah K Henry	Mileage Paid to Staff	\$120.62
84641	Spencer Trout	Travel	\$60.00
84642	Stacie Faber	Mileage Paid to Staff	\$61.43
84643	Tawana Grover	Travel	\$979.75
84644	The Home Depot Pro	Custodial Warehouse	\$4,503.73
84645	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$1,111.74
84646	Tools 4 Reading LLC	General Supplies	\$440.00
84647	Tri-Cities Roofing and Sheet Metal	Technical Services	\$78.43
84648	Village Cleaners	Technical Services	\$95.47
84649	William Gavers	Technical Services	\$168.77
84650	Winsupply of Grand Island	General Supplies	\$7,117.62
84651	Hiland Dairy Foods Company LLC	Milk	\$15,972.03
84652	Amazon Cap Services Inc	General Supplies	\$165.90
84653	Cash-Wa Distributing	Food	\$37,416.38
84654	Chesterman Company	Soda	\$391.52

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84655	Culligan of Grand Island	General Supplies	\$286.85
84656	Greenberg Fruit Company	Food - Produce	\$3,356.46
84657	Pan-O-Gold Baking Co	Produce	\$494.80
84658	Pepsi-Cola Company	Soda	\$104.29
84659	Peterson Farms Fresh Inc	Produce	\$3,591.84
84660	Ripple Foods, PBC	Food	\$3,996.00
84661	Sams Club Direct	General Supplies	\$1,010.27
84662	Uline	General Supplies	\$721.94
84663	US Foods - Grand Island	Food	\$10,881.76
84664	VVS Inc	Food	\$43.40
84665	Ace Hardware	General Supplies	\$537.62
84666	ACP Direct	General Supplies	\$77.30
84667	Agricultural Service	General Supplies	\$2,451.00
84668	AKRS Equipment Solutions Inc	General Supplies	\$240.73
84669	Alegent Health Education Department	General Supplies	\$5.00
84670	Amazon Cap Services Inc	General Supplies	\$26,070.75
84671	Copycat Instant Printing	General Supplies	\$110.00
84672	Five Points Bank	General Supplies	\$907.00
84673	Holiday Express	Repairs and Maintenance Services	\$1,350.00
84674	Cash-Wa Distributing	Food	\$6,739.56
84675	Abby Stoddard	Mileage Paid to Staff	\$8.50
84676	Alexander Asche	Travel	\$259.00
84677	Alexis K Stuhr	Travel	\$259.00
84678	Amanda Smith	Mileage Paid to Staff	\$41.06
84679	Anneris Shafer	Mileage Paid to Staff	\$59.63
84680	Barbara Sheeks	Technical Services	\$516.98
84681	Breanna Rose	Mileage Paid to Staff	\$72.19
84682	Catherine Schock	Mileage Paid to Staff	\$14.75
84683	Constance L Palu	Mileage Paid to Staff	\$15.00
84684	Courtney Salmon	Mileage Paid to Staff	\$22.19
84685	Danielle Buhrman	Travel	\$259.00
84686	Danita M Stanton	Mileage Paid to Staff	\$67.88
84687	Elda Leticia Martinez Cruz	Mileage Paid to Staff	\$28.38
84688	Jacob Wayne Peitzmeier	Travel	\$259.00
84689	Jenny Lynn Rother	Mileage Paid to Staff	\$13.06
84690	Joana Reyes	Travel	\$77.96
84691	Jody A Nissen	General Supplies	\$75.64
84692	Joni Pritchard	Mileage Paid to Staff	\$34.50
84693	Katelin Probasco	Mileage Paid to Staff	\$9.56
84694	Kelly Slattery-Balz	Technical Services	\$506.31
84695	Kittakone Smith	Technical Services	\$30.00
84696	Laurie Peterson	General Supplies	\$96.58
84697	Margaret McManaman	Mileage Paid to Staff	\$90.56
84698	Matheson Tri Gas Inc	General Supplies	\$436.98
84699	MC Dean	Technical Services	\$1,822.00
84700	McGraw-Hill School Education	Books & Periodicals	\$2,131.19
84701	Mechanical Sales Inc	General Supplies	\$7,502.73
84702	Megan Seim	Technical Services	\$363.63
84703	Menards	General Supplies	\$4,397.53
84704	Mosley Consulting LLC	Professional Services	\$4,019.87
84705	Multi-Health Systems	General Supplies	\$203.30
84706	Music In Motion	General Supplies	\$180.70

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84707	N2Y	Cloud Based Software	\$27,745.82
84708	Naomi Ristvedt	Technical Services	\$992.48
84709	NAPA Auto Parts of Grand Island	General Supplies	\$81.88
84710	National Council for Community &	Dues and Fees	\$3,500.00
84711	Nebraska Association Of School Boards	Dues and Fees	\$35.00
84712	Nebraska Council of School Administrator	Dues and Fees	\$2,199.00
84713	Nichole Stoltenberg	Mileage Paid to Staff	\$91.25
84714	One Source	Technical Services	\$2,334.50
84715	Oscar Morales	Mileage Paid to Staff	\$3.88
84716	Pamela Stubblefield	Mileage Paid to Staff	\$10.00
84717	Pioneer Athletics	General Supplies	\$9,576.00
84718	Platte Valley Communications	General Supplies	\$3,250.00
84719	Pomp's Tire Service Inc	Repairs and Maintenance Services	\$430.73
84720	Productivity Inc	General Supplies	\$3,149.63
84721	RapidWristBands	General Supplies	\$208.05
84722	Really Good Stuff Inc	General Supplies	\$33.94
84723	Really Great Reading Company LLC	General Supplies	\$2,982.60
84724	Redbird Flight Simulations Inc	Technical Services	\$26.78
84725	Renee Sutherland	General Supplies	\$3.58
84726	Rentokil North America Inc	Technical Services	\$1,957.37
84727	Rhiannon Shae Stutts	Mileage Paid to Staff	\$58.25
84728	Riekas Equipment Company	General Supplies	\$103.16
84729	Roberts Pump & Supply Co	General Supplies	\$101.96
84730	Rons Music	General Supplies	\$65.98
84731	Ruth Palma	General Supplies	\$123.66
84732	Safety-Kleen Corporation	Technical Services	\$231.00
84733	Sams Club Direct	General Supplies	\$719.76
84734	Sandra Ellen Ponce	Mileage Paid to Parents	\$39.00
84735	Sapp Bros Petroleum Inc	General Supplies	\$3,293.10
84736	Scholastic Inc.	Books & Periodicals	\$5,842.77
84737	School Specialty Inc	General Supplies	\$209.53
84738	Senior High School Petty Cash	General Supplies	\$500.00
84739	Sherwin Williams Company	General Supplies	\$502.18
84740	Shiffler Equipment Sales Inc	Custodial Warehouse	\$457.40
84741	Southwest Plastic Binding Company	General Supplies	\$699.89
84742	State Glass Inc	General Supplies	\$1,626.51
84743	State Of Nebraska State Fire Marshal	Technical Services	\$1,200.00
84744	Stock-Trak Inc	Technology Supplies	\$1,350.00
84745	Stuhr Museum Of The Prairie Pioneer	Miscellaneous Expenditures	\$1,500.00
84746	Susan K Stuhr	Mileage Paid to Staff	\$26.87
84747	Swank Movie Licensing USA	Miscellaneous Expenditures	\$1,048.00
84748	First Bankcard Center	Travel	\$3,232.63
84749	First Bankcard Center	Professional Development	\$2,150.00
84750	First Bankcard Center	Travel	\$525.46
84751	First Bankcard Center	Travel	\$17,935.81
84752	First Bankcard Center	Travel	\$110.00
84753	First Bankcard Center	General Supplies	\$1,141.20
84754	First Bankcard Center	General Supplies	\$109.06
84755	First Bankcard Center	General Supplies	\$458.32
84756	First Bankcard Center	Travel	\$459.24
84757	First Bankcard Center	Books & Periodicals	\$854.57
84758	First Bankcard Center	General Supplies	\$690.58

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84759	First Bankcard Center	Professional Development	\$3,244.00
84760	First Bankcard Center	Professional Development	\$507.00
84761	First Bankcard Center	General Supplies	\$196.20
84762	First Bankcard Center	Travel	\$421.40
84763	First Bankcard Center	Professional Development	\$625.00
84764	First Bankcard Center	General Supplies	\$141.02
84765	First Bankcard Center	General Supplies	\$75.00
84766	First Bankcard Center	Books & Periodicals	\$9.95
84767	First Bankcard Center	Cloud Based Software	\$38.13
84768	First Bankcard Center	General Supplies	\$120.60
84769	First Bankcard Center	Advertising	\$1,000.73
84770	First Bankcard Center	General Supplies	\$852.22
84771	First Bankcard Center	Dues and Fees	\$79.00
84772	First Bankcard Center	General Supplies	\$588.38
84773	First Bankcard Center	Technology Supplies	\$7.84
84774	First Bankcard Center	Books & Periodicals	\$184.80
84775	First Bankcard Center	General Supplies	\$1,447.84
84776	Hiland Dairy Foods Company LLC	Milk	\$10,866.93
84777	First Bankcard Center	General Supplies	\$85.86
84778	First Bankcard Center	General Supplies	\$6,232.34
84779	Grand Island Utilities Dept	Electricity	\$186,852.32
84780	First Bankcard Center	General Supplies	\$184.41
84781	First Bankcard Center	Miscellaneous Expenditures	\$1,130.22
84782	First Bankcard Center	General Supplies	\$72.60
84783	Nebraska Department of Education	Miscellaneous Expenditures	\$105,272.00
84784	Quill Corporation	General Supplies	\$1,934.33
84785	HyVee	Food	\$344.41
84786	Matthew Wichman	Travel	\$259.00
84787	Daniel Phillips	Travel	\$202.50
84788	Hiland Dairy Foods Company LLC	Milk	\$16,475.33
84789	Alisa Grim	Mileage Paid to Staff	\$55.31
84790	Allied 100 LLC	General Supplies	\$2,664.00
84791	Allison Heiss	Mileage Paid to Staff	\$51.50
84792	Amazon Cap Services Inc	General Supplies	\$3,362.38
84793	Ameresco INC	Cloud Based Software	\$2,750.00
84794	American Association on Intellectual & D	General Supplies	\$517.00
84795	American Fence Co Western Ne	General Supplies	\$162.02
84796	Amie Gamboian	Travel	\$168.69
84797	Apple Computer Inc	Technology Supplies	\$298.00
84798	April Franzen	General Supplies	\$52.57
84799	Art of Problem Solving	Cloud Based Software	\$11,150.00
84800	Arthur Gallagher Risk Management Service	Insurance	\$1,831.00
84801	Ashley Anderson	General Supplies	\$164.00
84802	B & H Photo-Video Inc	General Supplies	\$1,162.65
84803	Banner Solutions	General Supplies	\$46.40
84804	Bodno LLC	General Supplies	\$7,602.99
84805	Border States Industries Inc	Custodial Warehouse	\$24,213.97
84806	Bosselman Energy Inc	General Supplies	\$35.08
84807	Brian Gallagher	Advertising	\$50.00
84808	Cannon Moss Brygger & Assoc	Buildings	\$7,412.00
84809	Capstone	Cloud Based Software	\$1,299.00
84810	Carnegie Learning Inc	General Supplies	\$6,000.00

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84811	Central Nebraska Bobcat	General Supplies	\$476.29
84812	Century Link	Distance Ed and Telecommunications	\$635.24
84813	Century Link	Distance Ed and Telecommunications	\$141.37
84814	Century Link	Technical Services	\$125.94
84815	Century Link	Distance Ed and Telecommunications	\$59.23
84816	Century Link	Distance Ed and Telecommunications	\$366.00
84817	Charter Communications Holdings LLC	Distance Ed and Telecommunications	\$59.99
84818	Class A Products	General Supplies	\$269.06
84819	Clearly Communications	Distance Ed and Telecommunications	\$1,042.59
84820	Colleen Gallion	Mileage Paid to Staff	\$17.31
84821	Copycat Instant Printing	General Supplies	\$1,039.57
84822	Creative Leadership Solutions	Professional Education Services	\$13,000.00
84823	Crescent Electric Supply	General Supplies	\$264.20
84824	Culligan of Grand Island	Technical Services	\$221.55
84825	Cynthia Friedman	Mileage Paid to Staff	\$19.13
84826	DAS State Accounting - Central Finance	Distance Ed and Telecommunications	\$476.26
84827	David Bremer	Technical Services	\$516.98
84828	Deborah R Glaser edD LLC	Professional Development	\$197.25
84829	Decker Equipment	General Supplies	\$162.86
84830	EAI Education	General Supplies	\$430.82
84831	Eakes Office Solutions	General Supplies	\$4,916.71
84832	Educational Service Unit 9	Professional Development	\$189.00
84833	Elizabeth Boyle	Travel	\$60.00
84834	Empowering Student Leaders LLC	Dues and Fees	\$8,500.00
84835	Enabling Devices	General Supplies	\$221.95
84836	Engineering Technologies Inc	Professional Services	\$2,350.00
84837	Essential Personnel Inc	Cleaning Services	\$2,465.64
84838	FourPoint Education Partners	Professional Education Services	\$26,700.00
84839	G W Brown Company	Professional Services	\$1,800.00
84840	GI Escape	Miscellaneous Expenditures	\$280.00
84841	Grand Island Area Chamber Of Commerce	Advertising	\$300.00
84842	Grand Island Independent	Advertising	\$1,210.58
84843	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$5,000.00
84844	Grand Island Public Schools Foundation	General Supplies	\$431.00
84845	Grand Island Utilities Dept	Electricity	\$41,099.67
84846	Gustave A Larson Company	General Supplies	\$4,067.57
84847	Heather Caspersen	General Supplies	\$83.55
84848	Jacqueline Juarez Meier	Mileage Paid to Staff	\$9.13
84849	Jennifer Hahn	Mileage Paid to Staff	\$131.68
84850	Jessica Enck	Cloud Based Software	\$70.31
84851	Katherine Elizabeth Dubbs	General Supplies	\$76.06
84852	Kimberly Foley	Mileage Paid to Staff	\$15.31
84853	Margarita Cortes	Mileage Paid to Staff	\$15.00
84854	Michelle Dorszynski	Mileage Paid to Staff	\$13.56
84855	Morgan Eihusen	Mileage Paid to Staff	\$45.00
84856	Paper Tiger Shredding Inc	Refuse Disposal	\$210.00
84857	Perry Guthery Haase & Gessford PC	Contracted Legal Services	\$27,396.45
84858	Renee Ekhoﬀ	Books & Periodicals	\$5.85
84859	Samantha Gapp	Mileage Paid to Staff	\$10.00
84860	Stacie Faber	Mileage Paid to Staff	\$91.62
84861	Stacy Booker	General Supplies	\$154.18
84862	Suyapa Gonzalez	Mileage Paid to Staff	\$347.93

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84863	Tara Halm	Mileage Paid to Staff	\$41.25
84864	The Prophet Corporation	General Supplies	\$1,983.97
84865	Tonya Appel	General Supplies	\$251.31
84866	Unite Private Networks LLC	Distance Ed and Telecommunications	\$25,858.89
84867	Virgil Harden	Professional Services	\$4,000.00
84868	Woodriver Energy LLC	Utility Services	\$19,555.86
84869	Cassandra Westpfahl	Travel	\$259.00
84870	Emily Geweke	Travel	\$259.00
84871	Alexis Marquez	Professional Services	\$25.00
84872	Alyssa Seamann	Professional Services	\$25.00
84873	Amazon Cap Services Inc	General Supplies	\$21,136.39
84874	Andrew Moss	Professional Services	\$25.00
84875	Ann M Schleicher	Professional Services	\$25.00
84876	Antonia Rodriguez	Professional Services	\$25.00
84877	Apple Computer Inc	Technology Supplies	\$27,358.55
84878	April Sundberg	Professional Services	\$731.25
84879	Aramark Uniform Services	Technical Services	\$1,157.32
84880	Ashley Luarca Perez	Technical Services	\$17.40
84881	Ashley Tomjack	Mileage Paid to Staff	\$124.32
84882	Aubrey Melanie Luna	Technical Services	\$18.00
84883	Awards Plus	General Supplies	\$289.60
84884	B & H Photo-Video Inc	Furniture and Fixtures	\$4,300.80
84885	Benchmark Education Company LLC	Books & Periodicals	\$404.25
84886	Beth Hubl	Mileage Paid to Staff	\$94.56
84887	Brand's	General Supplies	\$517.07
84888	Brittney Bills	Mileage Paid to Staff	\$17.68
84889	Capital Business Systems Inc	Technical Services	\$26,928.41
84890	Cara Kuhl	Mileage Paid to Staff	\$28.56
84891	Cathryn J Love	Mileage Paid to Staff	\$40.19
84892	Cengage Learning	Cloud Based Software	\$8,268.00
84893	Christine Kier	General Supplies	\$34.50
84894	Connie Voss	Mileage Paid to Staff	\$50.31
84895	Cydney Lounsbury	Mileage Paid to Staff	\$58.25
84896	Dan Petsch	Mileage Paid to Staff	\$130.13
84897	Darrell Holley	Mileage Paid to Staff	\$30.00
84898	Eakes Office Solutions	General Supplies	\$306.74
84899	Educational Service Unit 10	Dues and Fees	\$250.00
84900	Eric Kowalski	Travel	\$183.75
84901	Erin Brooks	General Supplies	\$104.87
84902	Evan Lee	Mileage Paid to Staff	\$35.19
84903	Faith Richardson	Professional Services	\$50.00
84904	Gina Lou O'Neill	Professional Services	\$25.00
84905	Grand Island Public Schools Nutrition Sv	Employee Benefits	\$1,917.50
84906	Grand Island Utilities Dept	Electricity	\$50,055.68
84907	Grant Boyer	General Supplies	\$13.44
84908	Holiday Express	Student Transportation	\$8,450.00
84909	Holly Schurman	Professional Services	\$2,270.00
84910	HyVee	General Supplies	\$242.00
84911	ID Wholesaler	General Supplies	\$717.92
84912	Idea Bank Marketing	General Supplies	\$3,483.74
84913	Instructure Inc	Cloud Based Software	\$15,560.00
84914	Instrumentalist Awards LLC	General Supplies	\$395.00

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84915	Interstate All Battery Center	General Supplies	\$1,148.05
84916	IPEVO Inc	General Supplies	\$1,253.38
84917	Island Indoor Climate	Technical Services	\$177.00
84918	Island Sprinkler Supply	General Supplies	\$1,402.53
84919	IXL Membership Services	Cloud Based Software	\$198.00
84920	Jacqueline Juarez Meier	Mileage Paid to Staff	\$10.50
84921	Jasmin Kunz	Mileage Paid to Staff	\$27.00
84922	Jenna Robinson	Professional Services	\$25.00
84923	Jennifer J Nickel	Professional Services	\$1,830.00
84924	John Dalton Ambrose Johnson	Mileage Paid to Staff	\$87.75
84925	Johnson Hardware	General Supplies	\$4,098.00
84926	Kahsaandra Velasquez	Mileage Paid to Staff	\$73.19
84927	Karma L Lewandowski	Mileage Paid to Staff	\$81.93
84928	Karmyn R Barnes	Mileage Paid to Staff	\$69.62
84929	Kelly Supply Co	General Supplies	\$524.49
84930	Kendall/Hunt Publishing Co	Books & Periodicals	\$6,815.00
84931	Kevin Watson	Mileage Paid to Staff	\$16.88
84932	Kidwell Inc	Technical Services	\$1,040.00
84933	Kienna Norgaard	Professional Services	\$25.00
84934	Kristen Laurent	General Supplies	\$15.94
84935	Kristin Watson	Mileage Paid to Staff	\$14.12
84936	Krysta Huse	Mileage Paid to Staff	\$364.04
84937	KSB School Law PC LLO	Contracted Legal Services	\$1,665.00
84938	Lakeshore Learning Materials	General Supplies	\$16,911.01
84939	Leadership Tomorrow	Advertising	\$1,147.00
84940	League of Nebraska Municipalities-Util	Professional Development	\$195.00
84941	Legacy Outdoor Advertising LLC	Advertising	\$635.00
84942	Lied Center for Performing Arts	Professional Development	\$250.00
84943	Lily Rose Fresh Cut Flowers	General Supplies	\$250.00
84944	Lincoln Public Schools	Professional Development	\$75.00
84945	Lrene Jo Smith	Professional Services	\$695.00
84946	LUNA Language Services	Technical Services	\$230.00
84947	Lynn Bender	Mileage Paid to Staff	\$42.00
84948	Lyssa Lanzendorf	Professional Services	\$100.00
84949	Makenna Smallcomb	Professional Services	\$25.00
84950	Marcy R Krolikowski	Mileage Paid to Staff	\$16.25
84951	Maria R Muir	Professional Services	\$25.00
84952	Maria Vasquez Melchor	Mileage Paid to Staff	\$23.00
84953	Maribel Strong	Professional Services	\$25.00
84954	McMullen, Kristine L	Travel	\$28.61
84955	Meg Trout	Mileage Paid to Staff	\$69.25
84956	Melynda Moyer	Professional Services	\$840.00
84957	Mica Malone	Professional Services	\$25.00
84958	Michella Honas	Travel	\$504.64
84959	Northwestern Energy	Utility Services	\$23.85
84960	Northwestern Energy	Utility Services	\$6,731.36
84961	Rice University	Professional Development	\$420.00
84962	Robin Richelle Seim	Professional Services	\$50.00
84963	Samantha Lynn Smith	Professional Services	\$25.00
84964	Sandra K Scherbarth	Professional Services	\$25.00
84965	Sara Lopez	Technical Services	\$18.00
84966	Sarah Rogers	Professional Services	\$25.00

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
84967	Selinda Tercero Castaneda	Technical Services	\$18.00
84968	T C Ceilings Inc	General Supplies	\$864.00
84969	Tango Flight Inc	General Supplies	\$22,773.00
84970	Teacher Direct	General Supplies	\$30.76
84971	Teacher Synergy Inc	General Supplies	\$50.00
84972	The Home Depot Pro	Custodial Warehouse	\$21,698.77
84973	The Prophet Corporation	General Supplies	\$248.08
84974	Therese Hulme	Mileage Paid to Staff	\$50.19
84975	TK Elevator Corporation	Technical Services	\$1,717.53
84976	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$588.46
84977	Toofast Supply	General Supplies	\$79.31
84978	Tools 4 Reading LLC	General Supplies	\$90.00
84979	Top 20 Training LLC	Books & Periodicals	\$1,924.48
84980	Travas G Wright	Mileage Paid to Staff	\$34.44
84981	Uline	Custodial Warehouse	\$1,940.98
84982	University Of Nebraska at Lincoln	Professional Services	\$150.00
84983	University of Nebraska Kearney	Professional Services	\$6,100.00
84984	Urban Superintendents Assoc of America	Dues and Fees	\$500.00
84985	US Postal Service (Quadient POC)	Postage	\$4,000.00
84986	Van Wall Equipment	General Supplies	\$3,853.74
84987	Vanessa Bartels	General Supplies	\$149.99
84988	Verizon Connect NWF Inc	Repairs and Maintenance Services	\$1,688.72
84989	Verizon Wireless	Distance Ed and Telecommunications	\$1,314.86
84990	Village Cleaners	Technical Services	\$524.84
84991	Virco Inc	Furniture and Fixtures	\$5,717.50
84992	West Anna Designs	General Supplies	\$521.00
84993	Wholeness Healing Center PC	Professional Services	\$11,480.00
84994	Winsupply of Grand Island	General Supplies	\$16,499.47
84995	Wipebook Corporation	General Supplies	\$3,642.95
84996	Woodwards Disposal Service Inc	Refuse Disposal	\$345.00
84997	Yandas Music	General Supplies	\$880.61
84998	Yanira Lopez-Rivera	Technical Services	\$18.00
84999	Ziamba Roofing Co	Technical Services	\$165.00
85000	Northwestern Energy	Utility Energy Services	\$296.51
85001	Northwestern Energy	Utility Energy Services	\$254.96
85002	Hiland Dairy Foods Company LLC	Milk	\$13,452.53
85003	Abante Marketing	Miscellaneous Expenditures	\$3,272.36
85004	Ace Hardware	General Supplies	\$532.18
85005	ACP Direct	General Supplies	\$5,614.82
85006	AcroMat	Custodial Warehouse	\$1,158.43
85007	Agricultural Service	General Supplies	\$142.50
85008	AKRS Equipment Solutions Inc	General Supplies	\$577.78
85009	Alma Villatoro	Miscellaneous Expenditures	\$67.20
85010	Almquist Maltzahn Galloway & Luth	Professional Services	\$618.00
85011	Amazon Cap Services Inc	General Supplies	\$494.64
85012	Amplify Education Inc	Cloud Based Software	\$2,980.00
85013	Angel Chaulk	Professional Services	\$25.00
85014	Beth Brandt	Professional Services	\$25.00
85015	Caroline Voss	Professional Services	\$25.00
85016	Charity Wright	Professional Services	\$50.00
85017	Danielle Buhrman	Mileage Paid to Staff	\$59.75
85018	Danny Oberg	Rentals	\$3,100.00

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
85019	Eakes Office Solutions	Furniture and Fixtures	\$2,405.87
85020	Eberl Plumbing & Drain	Technical Services	\$905.00
85021	Erin Ackerson	Mileage Paid to Staff	\$11.25
85022	Grand Island Independent	Books & Periodicals	\$1,252.99
85023	Janalee M Hudiburgh	Professional Services	\$50.00
85024	Janel Keyes	Mileage Paid to Staff	\$14.00
85025	Jordan Gydesen	Professional Services	\$25.00
85026	Kayla Ensz Darrough	Professional Services	\$25.00
85027	Keyle Ross Alcorn	Mileage Paid to Staff	\$10.25
85028	Lavon Glines	Mileage Paid to Staff	\$25.75
85029	Lori L Eastwood	Professional Services	\$25.00
85030	Lucero Lozano	Professional Services	\$50.00
85031	Megan Jo Ahrens	Mileage Paid to Staff	\$26.50
85032	Nicole Zulkoski	Professional Services	\$25.00
85033	Nikkia Anders	Professional Services	\$25.00
85034	Sams Club Direct	General Supplies	\$371.97
85035	Shanna J Taylor	Professional Services	\$25.00
85036	Shannon Hardenberger	Professional Services	\$25.00
85037	Stacy Hiegel	Professional Services	\$25.00
85038	State Electrical Division	Other Equipment	\$80.00
85039	Super Saver Five Points	Miscellaneous Expenditures	\$1,505.76
85040	Verizon Wireless	Distance Ed and Telecommunications	\$120.03
85041	Super Saver Five Points	General Supplies	\$63.05
85042	Barbara Franke	Mileage Paid to Staff	\$25.62
85043	Carrie Leigh Gottschalk	Professional Development	\$600.00
85044	CharacterStrong LLC	Professional Education Services	\$5,000.00
85045	Clarissa Gillham	Mileage Paid to Staff	\$102.06
85046	Cory Gearhart	Travel	\$149.31
85047	Eduspire Solutions LLC	Cloud Based Software	\$8,100.00
85048	Egan Supply Company	Custodial Warehouse	\$8,634.92
85049	Essential Personnel Inc	Cleaning Services	\$1,919.53
85050	Flinn Scientific	General Supplies	\$1,918.52
85051	Google LLC (77-0493581)	Cloud Based Software	\$54.34
85052	Grainger	General Supplies	\$1,479.20
85053	Grones Outdoor Power & Battery	General Supplies	\$245.98
85054	Ivette Gurrola	Mileage Paid to Staff	\$3.13
85055	Julissa Pena Flores	Technical Services	\$18.00
85056	Kimberly Foley	Mileage Paid to Staff	\$24.62
85057	Renee Ekhoff	Professional Development	\$63.18
85058	Rosemary Gomez	Mileage Paid to Staff	\$62.12
85059	Sams Club Direct	General Supplies	\$142.30
85060	Shelley Eickhoff	General Supplies	\$43.76
85061	Super Saver Five Points	Miscellaneous Expenditures	\$162.00
85062	Suyapa Gonzalez	Mileage Paid to Staff	\$157.75
85063	Tawana Grover	Travel	\$371.75
85064	Verizon Wireless	Distance Ed and Telecommunications	\$1,041.37
85065	Wex Bank	Fuel	\$565.52
85066	Century Link	Distance Ed and Telecommunications	\$157.37
85067	Century Link	Technical Services	\$141.94
85068	Century Link	Distance Ed and Telecommunications	\$75.23
85069	Dobesh Land Leveling	Buildings	\$42,509.30
85070	Rise Vision Inc	Technology Supplies	\$1,258.20

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
85071	Grand Island Utilities Dept	Electricity	\$32,025.37
85072	Gustave A Larson Company	General Supplies	\$3,260.29
85073	Imagination City Childrens Museum Inc	Technical Services	\$1,500.00
85074	Tara Halm	Mileage Paid to Staff	\$27.56
85075	Village Cleaners	Technical Services	\$227.51
85076	Amazon Cap Services Inc	General Supplies	\$75.39
85077	Barbara Knuth	Mileage Paid to Staff	\$41.25
85078	Blanca Estela Almaguer	Mileage Paid to Staff	\$35.94
85079	Brenmar Company Inc	Paper Products	\$4,185.00
85080	Carolyn Arends	Mileage Paid to Staff	\$32.63
85081	Cash-Wa Distributing	Food	\$125,566.18
85082	Cecilia Hormachea De La Roza	Mileage Paid to Staff	\$29.63
85083	Chesterman Company	Food	\$1,662.84
85084	Ecolab Food Safety Specialties - Catalog	Paper Products	\$4,452.06
85085	EMS Linq Inc	Technical Services	\$2,566.40
85086	Evelyn R Seim	Mileage Paid to Staff	\$53.13
85087	Gail Blain	Mileage Paid to Staff	\$11.00
85088	Gayle Metcalf	Mileage Paid to Staff	\$142.50
85089	Greenberg Fruit Company	Produce	\$8,416.72
85090	June Behrens	Mileage Paid to Staff	\$21.38
85091	Kimberly Clegg	Mileage Paid to Staff	\$25.56
85092	Lisa Moss	Mileage Paid to Staff	\$33.88
85093	Maria Acuna	Mileage Paid to Staff	\$6.25
85094	Midwest Restaurant Supply LLC	Repairs and Maintenance Services	\$3,430.67
85095	MJM Marketing	Food	\$8,881.60
85096	National Food Group Inc	Food	\$3,232.20
85097	Nicole Enck	Mileage Paid to Staff	\$28.13
85098	Packaging Factory Ltd	General Supplies	\$245.80
85099	Pamela Rivera	Mileage Paid to Staff	\$9.00
85100	Pan-O-Gold Baking Co	Bread	\$1,964.86
85101	Peterson Farms Fresh Inc	Produce	\$16,015.68
85102	Raynor Garage Doors of Central Nebraska	Repairs and Maintenance Services	\$135.00
85103	Renee Schwieger	Mileage Paid to Staff	\$69.56
85104	Teresa Abuwisha	Mileage Paid to Staff	\$20.25
85105	Tessa Kamilah Marie Holder	Mileage Paid to Staff	\$83.81
85106	Theresa McCarthy	Mileage Paid to Staff	\$21.88
85107	Uline	General Supplies	\$33.00
85108	US Foods - Grand Island	Food	\$50,218.94
85109	VVS Inc	Food	\$159.14
85110	Abby Stoddard	Mileage Paid to Staff	\$37.50
85111	Amanda Smith	Mileage Paid to Staff	\$26.00
85112	Ann Porter	Professional Development	\$19.25
85113	Anneris Shafer	Travel	\$144.50
85114	Catherine Schock	Mileage Paid to Staff	\$10.00
85115	Constance L Palu	Mileage Paid to Staff	\$45.00
85116	Daniel Phillips	Mileage Paid to Staff	\$133.13
85117	Donna Millspaugh	Professional Services	\$100.00
85118	Elda Leticia Martinez Cruz	Mileage Paid to Staff	\$19.50
85119	Emily McPherson	Mileage Paid to Staff	\$15.13
85120	Estela Morales De Camey	Mileage Paid to Staff	\$22.56
85121	Jennifer Rodriguez	Professional Services	\$100.00
85122	Jenny Lynn Rother	Mileage Paid to Staff	\$158.56

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
85123	Jon-Eric Sell	Mileage Paid to Staff	\$82.50
85124	Joni Pritchard	Mileage Paid to Staff	\$136.62
85125	Jordan Smith	General Supplies	\$17.99
85126	Julie M Markvicka	Mileage Paid to Staff	\$58.94
85127	Julie Schnitzler	Mileage Paid to Staff	\$182.50
85128	Kenya Pineda	Technical Services	\$21.00
85129	Kyle Nabity	General Supplies	\$27.99
85130	Lauren Schumacher	Mileage Paid to Staff	\$28.13
85131	Lynne Smith	Mileage Paid to Staff	\$11.75
85132	Margaret McManaman	General Supplies	\$19.98
85133	Marks Plumbing Parts	General Supplies	\$55.09
85134	Marty Markvicka	Mileage Paid to Staff	\$46.13
85135	Mechanical Sales Inc	General Supplies	\$17,091.63
85136	Menards	General Supplies	\$2,065.44
85137	Menards	General Supplies	\$270.83
85138	Menards	General Supplies	\$173.00
85139	Menards	General Supplies	\$211.53
85140	Micki Nuss	General Supplies	\$65.48
85141	Midwest Alarm Services	Technical Services	\$89.00
85142	Midwest Hydraulic	Repairs and Maintenance Services	\$357.90
85143	Midwest Restaurant Supply LLC	Professional Services	\$652.85
85144	Midwest Special Instruments	Repairs and Maintenance Services	\$995.00
85145	Mosley Consulting LLC	Professional Education Services	\$3,600.00
85146	NAPA Auto Parts of Grand Island	Repairs and Maintenance Services	\$480.83
85147	National School Public Relations Assoc	Professional Services	\$280.00
85148	Nearpod Inc	Cloud Based Software	\$2,475.00
85149	Nebraska Assoc of Curriculum	Professional Development	\$200.00
85150	Nebraska Assoc of School Personnel Admin	Dues and Fees	\$80.00
85151	Nebraska Council of School Administrator	Dues and Fees	\$4,009.00
85152	Nebraska Fire Sprinkler Corp	Technical Services	\$1,690.00
85153	Nicole Marie Ninemire	Mileage Paid to Staff	\$28.75
85154	NSASSP Region IV	Dues and Fees	\$208.80
85155	NSLHA	Professional Development	\$250.00
85156	Oscar Morales	Mileage Paid to Staff	\$25.88
85157	Panchita Portillo	Mileage Paid to Staff	\$60.18
85158	Policy Studies Associates Inc	Professional Education Services	\$27,499.97
85159	Pomp's Tire Service Inc	General Supplies	\$19.08
85160	Positive Promotions Inc	General Supplies	\$418.46
85161	PPG Architectural Finishes Inc	General Supplies	\$116.97
85162	Prime Communications Inc	Technology Supplies	\$990.18
85163	Prime Fitness USA	General Supplies	\$690.24
85164	R8 Productions LLC	Technical Services	\$2,550.00
85165	Really Good Stuff Inc	General Supplies	\$3,473.45
85166	Really Great Reading Company LLC	Technology Supplies	\$2,282.83
85167	Reams Sprinkler Supply Co	General Supplies	\$1,042.59
85168	Rebekah Piel	Mileage Paid to Staff	\$52.75
85169	redthread	Professional Services	\$45,940.00
85170	Renee Schwieger	Mileage Paid to Staff	\$69.56
85171	Renee Sutherland	General Supplies	\$5.98
85172	Rentokil North America Inc	Technical Services	\$1,843.98
85173	Riverside Technologies Inc	Equipment	\$1,099.00
85174	Rons Music	General Supplies	\$507.62

Grand Island Public Schools

Claims Listing

October 13, 2022

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
85175	Sandra Ellen Ponce	Mileage Paid to Parents	\$42.00
85176	Sapp Bros Petroleum Inc	General Supplies	\$2,158.00
85177	Scantron Corporation	General Supplies	\$527.06
85178	Scholastic Book Clubs Inc	Books & Periodicals	\$3,151.00
85179	Scholastic Inc	Books & Periodicals	\$942.49
85180	Scholastic Inc.	Books & Periodicals	\$2,625.11
85181	School Mate	General Supplies	\$140.00
85182	School Specialty Inc	Custodial Warehouse	\$176.16
85183	Shayla Nabity	General Supplies	\$36.72
85184	Sherwin Williams Company	General Supplies	\$668.27
85185	SmartProcure Inc	Cloud Based Software	\$3,000.00
85186	Solarwinds Worldwide LLC	Cloud Based Software	\$21,394.00
85187	State Glass Inc	General Supplies	\$708.42
85188	Steven Strand	Mileage Paid to Staff	\$17.19
85189	Stock-Trak Inc	Cloud Based Software	\$712.50
85190	Striv AV LLC	General Supplies	\$1,054.70
85191	Supreme School Supply	General Supplies	\$229.69
85192	Toni Palmer	Mileage Paid to Staff	\$131.06
ACH	Perry Reid Construction	Equipment	\$33,848.10
ACH	Medsurety	Employee Benefits	\$456.00
ACH	Holiday Express	Student Transportation	\$196,612.09
ACH	Tyler Technologies Inc	Software	\$123,915.94
ACH	Ombudsman Educational Services	Professional Education Services	\$324,940.00
ACH	Central Nebraska Education Agency	Rentals of Land and Buildings	\$45,000.00
ACH	Mid Plains Construction Company	Construction Services	\$35,787.15
ACH	Edupoint Educational Systems	Software	\$199,090.89
ACH	MidAmerical Administrative & Retirement	Employee Benefits	\$31,560.00
ACH	Buller Fixture Company	Equipment	\$165,386.23
ACH	Holiday Express	Student Transportation	\$196,612.09
ACH	Central Nebraska Education Agency	Rental of Land and Buildings	\$44,999.99
		September Claims	\$3,463,605.99
		September 2015, 2022 Payroll	\$8,631,804.32
		Total Claims	<u>\$12,095,410.31</u>

Kneale Administration Building



September 20, 2022

RE: Proposals Received for Temperature Controls for
Knickrehm Elementary HVAC Renovations

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

ESTIMATE:
\$90,000

BUDGET:
Buildings & Grounds General Fund

PROPOSALS GIVEN TO:
Control Services

PROPOSALS RECEIVED:

Control Services:	
Cost to Furnish and Install Temperature Controls	\$86,180.00
Cost to Add Alternate #1 Chiller Replacement	\$5,740.00
Bond Cost	\$990.00
Total Cost	\$92,910.00

RECOMMENDATION:

The recommendation is to approve the proposal from Control Services for a total of \$92,910.00. This project will be funded through the Buildings & Grounds General Fund.

Dan O. Petsch
Director of Buildings & Grounds

Kneale Administration Building



September 29, 2022

RE: Proposals Received for Structured Cabling for Voice & Data for
Grand Island Senior High Addition & Renovation

ESTIMATE:
\$54,000

BUDGET:
Buildings & Grounds General Fund

PROPOSALS GIVEN TO:
Hamilton Telecommunications

PROPOSALS RECEIVED:
Hamilton Telecommunications:

Cost to furnish and install cable	\$30,576.27
Bond Cost	\$153.00
Total Cost	\$30,729.27

RECOMMENDATION:
It is recommended to approve the proposal from Hamilton Telecommunications for a cost of \$30,729.27. This project will be funded through the Buildings & Grounds General Fund.

Dan O. Petsch
Director of Buildings & Grounds

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

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

**STAFF ADJUSTMENT
October 13, 2022**

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Lisa Featherstone	Elementary/1.0 FTE/TBD	01/02/23	BA	Fort Hays State	TBD
William Henley	Financial Literacy/1.0 FTE/Barr	01/02/23	MA	Bellevue University	N. Dietz
Kelsey Kolar	Elementary/1.0 FTE/TBD	01/02/23	MA	Wayne State	TBD
Katie Martikainen	SE Resource Room/1.0 FTE/ Engleman	01/02/23	BA		H. Engler
Sarah Martinez	Registered Nurse/1.0 FTE/ Senior High	09/23/22	BA		S. Wahlgren
Allison Pell	Elementary/1.0 FTE/TBD	01/02/23	BA		TBD
Wayne Stelk	Chief of Human Capital/.5 FTE Kneale Administration Building	10/04/22			K. Irey

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Jayson Gregory	JV Basketball Boys/Senior High	08/05/22	A. Fahey
Jayson Gregory	Track Assistant/Senior High	08/05/22	Approved by Board of Education
Patrick Harder	Wrestling 9th Assistant Boys/Senior High	08/05/22	Open Position
John Hirschman	ESports Coach/Senior High	08/05/22	Approved by Board of Education
Matthew Kosch	Student Council/Senior High	08/05/22	Open Position
Jonathan Kubicka	SR Unified Track Assistant/Senior High	08/05/22	M. Elge

New Hire/Extra Standard Assignment(Continued)

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Benjamin Marten	ESports Coach/Senior High	08/05/22	Approved by Board of Education
Samantha McCarville	Team Leader/Barr	08/05/22	J. Weaver
Jason Moritz	Basketball 9th Assistant Boys/Senior High	08/05/22	Open Position
Shawna Montgomery	Basketball JV Head Girls/Senior High	08/05/22	K. Ramsey
Tina Sawyers	Team Leader/Barr	08/05/22	K. Jenkins
Megan Stone	HOSA Sponsor/Senior High	08/05/22	K. Langrehr
Eric Toben	Basketball Reserve Boys/Senior High	08/05/22	Open Position
Spencer Trout	Wrestling Sr Assistant Boys/Senior High	08/05/22	Open Position
Michael Tubbs	Football MS/Barr	08/05/22	C. Felber
Taylor Valderaz	Assistant Varsity Soccer Boys/Senior High	08/05/22	J. Panowicz
Scott Walker	Wrestling SR Assistant Boys/Senior High	08/05/22	Open Position

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Raho Adam	Nutrition Services Assistant/CNC	.50	09/12/22	C. Lemos
Eugene American Horse	Assistant Custodian/Howard	.75	09/21/22	F. Hongsermeier
Alyssa Asche	Special Education Paraprofessional/Shoemaker	.9375	09/12/22	K. Petzoldt
Matthew Branch	Study Tutor/Walnut	.9375	08/25/22	J. Zavala

Classified New Hires(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Carmen Cabrales	Bilingual Paraeducator/Dodge	.9375	09/08/22	V. Lopez-Chavez
David Cagle	Assistant Custodian/OLC	.50	09/27/22	S. Harvey
Lori Catlett	Skills Academy Assistant Secretary/Westridge	1.0	09/20/22	M. Petersen
Kathleen Deaver	Special Education Paraeducator/Walnut	.9375	09/07/22	T. Williams
Daira Dominguez	Skills Academy Paraprofessional/Westridge	.9375	08/29/22	T. Hemmer Hinrichsen
Colby Doss	Assistant Custodian/Starr	1.0	09/12/22	S. Beed
Cindy Frost	Satellite Clerk/Seedling Mile	.50	08/29/22	R. Derickson
Arisleydis Fuentes Del Rio	Bilingual Paraeducator/West Lawn	.9375	10/03/22	M. Garcia
Maria Galaviz	Nutrition Services Assistant/OLC	.8750	08/29/22	J. Dreikson
Kristen Gauthier	Special Education Paraeducator/Newell	.9375	08/29/22	R. Volkmer
Julie Griess	Special Education Paraeducator/Barr	.9375	08/18/22	S. Guzinski
Jennie Haverluck	Head Server Elementary/Engleman	.9375	09/13/22	C. Schiernbeck
Kylie Horne	Special Education Paraeducator/Stolley Park	.9375	09/06/22	M. Morris
Heather Land	Special Education Paraeducator/Starr	.9375	09/15/22	A. Wheeler
Nicole Lemburg	Nutrition Services Assistant/CNC/Wyandotte	.8750	09/26/22	N. Buettner
Meagan Macias	Paraeducator/Jefferson	.9375	09/16/22	D. Brandt
Mari Mattas	Nutrition Services Assistant/Westridge	.5625	09/19/22	L. Mayer
Luis Mejia	Campus Monitor/Senior High	1.0	09/06/22	J. Poole

Mayra Meza Martinez Nutrition Services Assistant/Server/Senior High .50 09/13/22 E. Abdelrahman
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Classified New Hires(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Emily Niemeier	Paraeducator/Wasmer	.8750	09/06/22	K. Reeves
Megan Robinson	Paraeducator/Westridge	.9375	09/12/22	P. Bejarano Renova
Shukri Roble	Nutrition Services Assistant/CNC	1.0	09/12/22	A. Briceno Rivas
Michalle Shoemaker	Head Cook/CNC	1.0	09/06/22	D. Bell
Vickie Sperling	Special Education Paraeducator/Newell	.9375	09/27/22	K. Gauthier
Lura Townsend	BA Level Interpreter/Barr	.5625	08/15/22	C. Gramberg
Daniel Trennepohl	Benefits Specialist/Kneale	1.0	09/12/22	Approved by Board of Education
Tony Washington	Truck Driver Satellite/Kneale	.75	09/06/22	J. Harder
Karen Wieck	Special Education Paraeducator/Senior High	.9375	09/06/22	T. Wright
Alexandra Zubia	Preschool Paraeducator/OLC	.9375	09/19/22	S. Lorang
Estefany Zurita	ISP Paraprofessional/Walnut	.9375	09/05/22	Open

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Julie Klahn	Registered Nurse/1.0 FTE/Senior High	Personal	10/07/22
Kristen Irely	Chief of Human Capital/1.0 FTE/Kneale	Personal	10/03/22

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Jeffrey Balz	Youth Sports Coordinator/Senior High	Personal	09/30/22

Certified Extra Standard Resignations(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Kathryn Langrehr	HOSA Sponsor/Senior High	Personal	08/22/22
Jason Weaver	Team Leader/Barr	Transferred	05/26/22
Jayson Gregory	Basketball Girls Reserve/Senior High	Personal	09/30/22

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Pamela Bejarano Renova	Paraeducator/.9375 FTE/Westridge	New Position	05/20/22
Denae Brandt	Paraeducator/.9375 FTE/Jefferson	New Position	08/31/22
Amber Cooley	Special Education Paraeducator/.9375 FTE/Senior High	Personal	09/12/22
Roger Derickson	Satellite Clerk/.5312 FTE/Seedling Mile	Personal	08/08/22
Daria Dominguez	Skills Academy Paraprofessional/1.0 FTE/Westridge	Personal	09/02/22
Taelor Donahoo	Lunch Room Monitor/.375 FTE/Shoemaker	Personal	09/28/22
Devin Duren	IT Technician/1.0 FTE/Kneale	New Position	09/27/22
Maria Garcia	Bilingual Paraeducator/.9375 FTE/West Lawn	New Position	05/20/22
Kristen Gauthier	Special Education Paraeducator/.9375 FTE/Newell	Personal	09/07/22
Shanon Harvey	Assistant Custodian/.50 FTE/OLC	Personal	08/29/22
Candi Lemos	Nutrition Services Assistant/.5125 FTE/CNC	Personal	08/30/22
Allison Lerma	Assistant Custodian/1.0 FTE/Dodge	Personal	08/01/22
Teresa Molina	Family Connectedness Center Coordinator/1.0 FTE/ Walnut	New Position	09/02/22
Edward Nowka	Seasonal Yard Worker/1.0 FTE/Kneale	Personal	09/23/22
Ana Perkins	Server Elementary/.50 FTE/Newell	New Position	09/23/22

Classified Resignations(Continued)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Megan Petersen	Skills Academy Secretary/1.0 FTE/Westridge	Personal	09/14/22
Kolleena Petzoldt	ELS Paraprofessional/.9375 FTE/ Shoemaker	New Position	09/02/22
Monica Rath	Special Education Paraeducator/.9375 FTE/Starr	Personal	08/29/22
Linda Remmenga	Assistant Custodian/.50 FTE/Engleman	Personal	08/26/22
Ana Briceno Rivas	Nutrition Services Assistant/1.0 FTE/CNC	Personal	05/18/22
Charlie Scholfield	Special Education Paraeducator/.9375 FTE/Senior High	Personal	08/16/22
Emily Sinner	Special Education Paraeducator/.9375 FTE/Senior High	Personal	08/25/22
Lora Tuma	Secretary to Principal/1.0 FTE/Westridge	Personal	08/08/22
Jennifer Urrutia Matzar	Bilingual Paraeducator/.9375 FTE/Shoemaker	Personal	09/23/22
Shawna Vazquez	Satellite Clerk/.4062 FTE/Engleman	Personal	05/20/22
Nancy Vera	Bilingual Preschool Paraeducator/.9375 FTE/OLC	Relocation	09/28/22
Angela Wheeler	Special Education Paraeducator/.9375 FTE/Starr	Personal	09/01/22
Hailey Wiemers	Communications Intern/.4750 FTE/Kneale	Personal	08/12/22

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Morgan Eihusen	SE Resource Room/.50 FTE/ Seedling Mile/.50 FTE/Stolley Park	SE Resource Room/ .50 FTE/Dodge/.50 FTE/Stolley Park	09/19/22	Student Need
Haley Engler	SE Resource Room/1.0 FTE/ Engleman	SE Resource Room/ 1.0 FTE/Howard	09/19/22	Student Need

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Kaitlyn Hesman	SE Resource Room/1.0 FTE/ Newell	SE Resource Room/ .50 FTE/Newell/ .50 FTE/Seedling Mile	09/19/22	Student Need
Morgan Wheeler	Deaf and Hard of Hearing/ 1.0 FTE/Stolley Park	Deaf and Hard of Hearing/.3125 FTE/ Gates/.3125 FTE/Stolley Park/.3125 FTE/Barr	09/23/22	Student Need

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
None.				

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Melinda Akin	Elementary Technology Assistant/.50 FTE/Preschool Paraeducator/.50 FTE/OLC	Elementary Technology Assistant/.532 FTE/OLC	09/26/22	Employee Request
Daryl Beilke	Truck Driver Satellite/.375 FTE/Kneale/Crossing Guard/ .3125 FTE/Newell	Crossing Guard/ .3125 FTE/Newell	05/25/22	Employee Request
Kennedy Doty	Special Education Paraeducator/.9375 FTE/ OLC	Special Education Paraeducator/.9375 FTE/Gates	08/05/22	H. Sisson
Colleen Gallion	Preschool Paraeducator/ .9375 FTE/Starr	Paraeducator/.9375 FTE/Gates	09/19/22	T. Carpenter

Classified Changes(Continued)

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Alan Hemmelman	Crossing Guard/.3125 FTE/ West Lawn	Crossing Guard/.3125 FTE/ West Lawn/Assistant Custodian/.50 FTE/ Engleman	09/06/22	L. Remmenga
Fred Hongsermeier	Assistant Custodian/.75 FTE/ Howard	Assistant Custodian/ 1.0 FTE/Dodge	08/22/22	A. Lerma
Sydney Lorang	Preschool Paraeducator/1.0 FTE/OLC	Secretary to Principal/ 1.0 FTE/Westridge	09/16/22	L. Tuma
Meagan Macias	Paraeducator/.9375 FTE/ Jefferson	Paraeducator/.468 FTE/ Special Education Paraeducator/.468 FTE/ Jefferson	09/23/22	Open

Salary Schedule Movement for the 2022-2023 School Year

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Chad Ackerson	Science/Westridge	MA to MA+09
Gary Alexander	Dramatics/Senior High	BA+27 to BA+36
Amy Almquist	English/Senior High	MA+36 to MA+45
Ashley Anderson	Third Grade/Jefferson	MA+36 to MA+45
Rochelle Anderson	Counselor/Wasmer	MA+18 to MA +27
Ryan Anderson	Physical Education/Jefferson/Knickrehm	MA to MA+09
Tonya Appel	Third Grade/Newell	MA+18 to MA+27

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Bianca Ayala	Bilingual/Barr	MA+27 to MA+36
Jeffrey Balz	Social Studies/Senior High	BA+18 to MA
Brianna Nelson	Second Grade/Gates	BA+27 to MA
Kyle Beaman	Art/Walnut	MA+09 to MA+18
Amy Bombeck	Bilingual/Wasmer	BA+27 to MA
Jared Bombeck	Social Studies/Westridge	MA+09 to MA+18
Amanda Bonczynski	SE Resource Room/Barr	BA to BA+09
Melanie Bruns	Education and Life Skills/Shoemaker	MA+27 to MA+36
Jill Buettner	Mathematics/Walnut	MA to MA+09
Kevin Butters	Fifth Grade/Stolley Park	BA+27 to BA+36
Shane Campbell	Counselor/Walnut	BA+27 to BA+36
Brenda Carlson	Fourth Grade/Lincoln	MA to MA+09
Claire Carpenter	First Grade/Gates	BA to BA+09
Damian Causgrove	Mathematics/Senior High	BA+18 to BA+27
Kaylee Cellar	English/Senior High	BA to BA+09
Morgan Cemper	Fourth Grade/Shoemaker	MA+36 to MA+45
Stephanie Chandler	Kindergarten/Wasmer	BA+09 to BA+18
Chelsi Christensen	Kindergarten/Knickrehm	BA+18 to BA+27
Erika Cirila	Kindergarten/Lincoln	BA+09 to BA+18

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Amber Clausen	Science/Westridge	MA+18 to MA+27
Brenda Cochran	Second Grade/Seedling Mile	MA+27 to MA+36
Jill Corman	Third Grade/Jefferson	MA to MA+09
Taylor Corona	Second Grade/Gates	BA+18 to MA
Lance Creech	Social Emotional and Creative Arts/Lincoln/ West Lawn	MA+09 to MA+27
Meredith Davis	SE Speech Therapy/SE	MA+27 to MA+36
Isabel De Leon Francisco	Bilingual/Starr	BA to BA+09
Sarah Derickson	English/Barr	BA to BA+09
Michelle Dorszynski	SECL Coach/ELC	BA+18 to BA+27
Rebecca Duran Meyer	Social Worker/Knickrehm/West Lawn	MA+18 to MA+27
Jami Dutcher	SE OT PT/SE	MA to MA+09
Rocio Echeverria	Bilingual/Knickrehm	BA to BA+09
Morgan Eihusen	SE Resource Room/Dodge/Stolley Park	BA to MA
Molly Elge	SE Coordinator/SE	MA+27 to MA+36
Jessica Enck	Early Childhood/Lincoln	MA+18 to MA+27
Sara Erickson	English/Westridge	MA+36 to MA+45
Corey Farlee	Counselor/Senior High	MA+36 to MA+45
Cheri Felton	Second Grade/Jefferson	MA+18 to MA+27

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Kaylee Fuelberth	SE Resource Room/Gates	BA to BA+09
Scott Gamblin	Bilingual/Dodge	BA to BA+09
Tiffany Gapp	Counselor/Knickrehm/Lincoln	MA+36 to MA+45
Heather Gearhart	First Grade/Dodge	MA+09 to MA+18
Kayla Geiger	Academic Support Coach/Westridge	MA to MA+09
Sara Geurink	Bilingual/Senior High	MA+09 to MA+18
Debora Glover	Counselor/Howard	BA+36 to MA
Jayson Gregory	Second Grade/Stolley Park	BA+09 to BA+18
Sarah Grigsby	Counselor/West Lawn	BA+36 to MA
Alisa Grim	EL C & I Specialist/District Wide	MA+27 to MA+36
Keri Gruntorad	Second Grade/Stolley Park	MA+27 to MA+36
Ashlee Hanover	Fourth Grade/Wasmer	MA+18 to MA+27
Justice Hatfield	Art/Barr	MA+36 to MA+45
Zachary Hawkins	Social Studies/Westridge	MA+09 to MA+18
Jacquelyn Hays	Health/Barr	BA+09 to BA+18
Kaitlyn Hesman	SE Resource Room/Newell/Seedling Mile	BA+18 to MA
Grant Hiebner	Social Studies/Westridge	MA+36 to MA+45
Jeremiah Hogan	SE Resource Room/Success Academy	BA+36 to MA
Miranda Hohm	Vocal Music/Engleman	BA+36 to MA

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Pamela Homolka	Early Childhood/ELC	MA to MA+09
Mary Beth Hubl	Academic Support Coach/ELC	MA+18 to MA+27
Cade Huncovsky	Third Grade/Wasmer	BA+18 to MA
Mariah Huncovsky	Kindergarten/Newell	BA+18 to MA
Kelsey Jasnoch	Third Grade/Engleman	BA to BA+09
Krystal Jepsen	First Grade/Stolley Park	BA+18 to BA+27
Vincent Jodoin	Mathematics/Senior High	BA to BA+09
Allison Jonak	English/CPI	BA to BA+09
Grant Jonas	Social Studies/Senior High	BA+18 to MA
Tausha Jones	Fifth Grade/Wasmer	MA+18 to MA+27
Katie Keasling	Mathematics/Barr	MA+27 to MA+36
Alexander Kemnitz	Industrial Technology/Senior High	BA+09 to BA+18
Catherine Klanecky	First Grade/Engleman	MA to MA+09
Shane Kleier	First Grade/Gates	MA to MA+09
Jonathan Kleopfer	Kindergarten/Howard	BA+18 to BA+27
Kenzie Kneeland	Third Grade/Gates	BA+27 to MA
Thompson Koch	Counselor/Shoemaker	MA+18 to MA+27
Peter Kok	Deaf and Hard of Hearing/Walnut	MA to MA+09
Lauren Kolb	Second Grade/West Lawn	BA to BA+09

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Matthew Kosch	Spanish/Senior High	MA+09 to MA+18
Nichole Kraus	Bilingual/Walnut	BA+09 to BA+18
Seung Lee	Science/Senior High	MA+18 to MA+27
Eon Lemburg	Social Studies/Walnut	MA+09 to MA+18
Rachel Lewandowski	First Grade/Knickrehm	MA to MA+09
Mindy Littlejohn	SE Speech Therapy/Starr	MA+27 to MA+36
Wendy Louder	Business/Senior High	MA to MA+09
Hannah Luber	Second Grade/Starr	MA+27 to MA+36
Michael Lynn	Freshman Seminar/Senior High	BA+27 to BA+36
Kimberly Madison	Title 1 Specialist/Walnut	MA+36 to MA+45
Tyler Madison	Social Studies/Walnut	MA+36 to MA+45
Julie Markvicka	Counselor/Senior High	MA+36 to MA+45
Brittany Marr	Fifth Grade/Engleman	BA to BA+09
Brittney Martin	Third Grade/Stolley Park	MA+27 to MA+36
James McCartney	Entrepreneurship/Barr	MA to MA+09
Mary McDowell	Fourth Grade/Starr	MA+18 to MA+27
Jeff McQuinn	Physical Education/Senior High	MA+09 to MA+18
Laura McQuinn	Academic Support Coach/Barr	MA+27 to MA+36
Season Mellema	Mathematics/Science/Walnut	BA to BA+09

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Jamie Menagh	Bilingual/Wasmer	MA+18 to MA+27
Ashley Meyer	Mathematics/Westridge	MA to MA+09
Celeste Mildenstein	Science/Senior High	BA+27 to BA+36
Elizabeth Molina	Bilingual/Gates	BA to BA+09
Julie Molt	SE Resource Room/Gates	MA to MA+09
Jacob Morrow	Counselor/Westridge	BA+27 to BA+36
Katrina Moseman	First Grade/Jefferson	BA+09 to MA
Jacey Myers	Third Grade/West Lawn	BA+09 to BA+18
Sarah Nedrig	Vocal Music/Howard/Seedling Mile	MA+36 to MA+45
Lance Nelson	SE Resource Room/Senior High	MA+27 to MA+36
Alex Niederklein	Counselor/Senior High	MA+09 to MA+18
Nicole Ninemire	SECL Coach/Senior High	MA to MA+09
Betsy Olson	Mathematics/Westridge	MA to MA+09
Ruth Palma Alonso	Kindergarten/Jefferson	BA to BA+09
Denise Pedersen	Integration Specialist MS/Barr	MA+27 to MA+36
Jacob Peitzmeier	Mathematics/Senior High	MA+18 to MA+27
Lauren Peitzmeier	Fourth Grade/Stolley Park	MA+09 to MA+18
Ellie Petersen	Mathematics/Westridge	MA+18 to MA+27
Michele Pittman	SE Resource Room/Walnut	MA+27 to MA+36

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Hannah Pogue	English/Westridge	MA+09 to MA+18
Paula Poppe	English/Senior High	MA+36 to MA+45
Jacqueline Proctor	Art/Walnut	MA to MA+09
Stacy Quinteros	Bilingual/Senior High	BA+09 to BA+18
Christi Rademacher	SE Resource Room/Newell	MA+09 to MA+18
Marlena Ramirez	Bilingual/Lincoln	BA+09 to BA+18
Leslie Reinke	Second Grade/Starr	BA to BA+09
Melissa Rice	Third Grade/Dodge	MA+09 to MA+18
Tyler Richardson	Bilingual/Dodge	BA+18 to MA
Emily Ripp	SE Speech Therapy/Walnut	MA+18 to MA+27
Breanna Salinas	Third Grade/Starr	BA+09 to BA+18
Amy Samuelson	First Grade/Engleman	MA+09 to MA+18
Michael Samuelson	Industrial Technology/CPI	MA+09 to MA+18
Zachary Saner	Entrepreneurship/Westridge	BA to BA+09
Amy Schneider	Band/Barr/Walnut/Westridge	MA+09 to MA+18
Andrew Schneider	Band/Barr/Walnut/Westridge	MA+09 to MA+18
Elizabeth Schott	Second Grade/Knickrehm	BA+27 to MA
Beth Schuler	First Grade/Lincoln	MA+09 to MA+18
Grayce Seger	Kindergarten/Jefferson	MA+09 to MA+18

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Shannon Shuck	Mathematics/Barr	BA to BA+09
Ashley Shultz	Social Studies/Senior High	MA+09 to MA+18
Chantel Silva	SE Resource Room/Senior High	MA+09 to MA+18
Chelesa Sonderup	SE Resource Room/Howard	BA to BA+09
Elizabeth Spiehs	SE Resource Room/Newell	MA+09 to MA+18
Danita Stanton	Early Childhood/ELC	BA+09 to BA+18
Alexis Stuhr	Mathematics/Senior High	BA+18 to MA
Shannon Strand	First Grade/Lincoln	MA+18 to MA+27
Jimena Taylor	Bilingual/Shoemaker	BA+18 to MA
Asia Thoene	First Grade/Newell	MA+18 to MA+27
Shayla Tibbetts	Fourth Grade/Engleman	MA+18 to MA+27
Emerald Tolles	Second Grade/Wasmer	BA+09 to BA+18
Leah Townsend	Fourth Grade/Dodge	MA+27 to MA+36
Tracey Trampe	Counselor/Dodge	MA+36 to MA+45
Chelsey Turek	English/Westridge	BA to BA+09
Ashlee Twohig	English/Walnut	BA+27 to MA
Mindy Ulmer	Counselor/Senior High	MA+09 to MA+18
Katherine Usasz	Community and Family Liaison/ELC	BA+27 to BA+36
Johanna Vance	Second Grade/Newell	MA to MA+09

Salary Schedule Movement for the 2022-2023 School Year(Continued)

<u>Name</u>	<u>Assignment/Building</u>	<u>Salary Schedule Movement</u>
Crystal Van Winkle	Licensed Mental Health Practitioner/Senior High	MA to MA+09
Christopher Walkemeyer	Social Studies/Senior High	BA to BA+09
Donald Webben	Fifth Grade/Shoemaker	BA+18 to MA
Jason Weseman	Fifth Grade/Howard	MA+36 to MA+45
Jessica Whitmire	Business/Senior High	MA to MA+09
Carol Wieck	Physical Education/Shoemaker	BA+18 to BA+27
Kathryn Wilkinson	SE Resource Room/Dodge	BA+27 to MA
Shaun Willey	Counselor/Senior High	MA+27 to MA+36
Amber Wissing	Mathematics/Walnut	BA+09 to MA
Sarah Wolf	Vocal Music/Dodge/Seedling Mile	MA to MA+09
Christa Woodworth	Registered Nurse/Barr	BA+18 to BA+27
Kristen Wullschleger	First Grade/West Lawn	BA+18 to MA
Adam Zlomke	Business/Senior High	MA+18 to MA+27

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

Grand Island Public Schools

Fund Balances

Fiscal Year: 2022-2023

Month: October

Year: 2022

Fund Type:

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$0.00	\$18,243,980.56	(\$10,933,598.94)	\$0.00	\$7,310,381.62
02	Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03	Employee Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04	Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05	Activities	\$0.00	\$126,115.96	(\$276,352.22)	\$0.00	(\$150,236.26)
06	School Nutrition	\$0.00	\$28,364.79	(\$1,024,487.34)	\$0.00	(\$996,122.55)
07	Bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08	Special Building	\$0.00	\$106,405.05	(\$46,941.30)	\$0.00	\$59,463.75
09	Qualified Capitol Purpose Undertaking	\$0.00	\$319,214.19	\$0.00	\$0.00	\$319,214.19
10	Cooperative	\$0.00	\$0.00	(\$89,999.99)	\$0.00	(\$89,999.99)
Grand Total:		\$0.00	\$18,824,080.55	(\$12,371,379.79)	\$0.00	\$6,452,700.76

End of Report

2470 MEETING MINUTES

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

~~The Board secretary shall keep, or cause to be kept, complete records of meetings of the Board. These minutes shall include but not be limited to:~~

- ~~1. A record of all actions taken by the Board, with the vote of each member recorded.~~
- ~~2. Resolutions and motions in full; reports and documents relating to a formal motion may be admitted if they are referred to and identified by title and date.~~

~~The minutes shall be public records and open to public inspection during normal business hours. Such minutes shall be written and available for inspection within ten working days or prior to the next convened meeting whichever occurs earlier.~~

~~The minutes shall become permanent records of the Board of Education and shall be in custody of the Board's secretary. The secretary shall make them available to interested citizens upon request.~~

~~The minutes may be kept as an electronic record.~~

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
 Neb. Rev. Stat. Sections 84-1408 to 1414

Policy Adopted 3/1/76
Policy Revised 9/9/91
Policy Revised: 7.10.2014
Policy Revised: 10.12.2015
Policy Revised: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

4555 BIDDING REQUIREMENTS

The Grand Island Public Schools shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars ~~(\$109,000)~~ ~~(\$100,000)~~, or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.
6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand ~~dollars (\$118,000)~~ ~~(\$100,000)~~, as adjusted from time to time by Section 81-3445 or other applicable law.
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and

GRAND ISLAND PUBLIC SCHOOLS

acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118
 Neb. Rev. Stat. Sec. 73-101 *et seq.*
 Neb. Rev. Stat. Sec. 73-106
 Neb. Rev. Stat. Sec. 81-3445

Policy Adopted: 10/4/76
Policy Revised: 12-6-99
Policy Revised: 11-13-03
Policy Revised: 7-10-08
Policy Revised: 11.12.2015
Policy Revised: ???.???.??

~~The Grand Island Public Schools shall bid project(s) for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is over \$100,000.00. The bidding procedures shall comply with the requirements of state law and shall include the following:~~

- ~~1. Notice to Bidders:
The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.~~
- ~~2. Regular Manner of Advertisement for Bids:
The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.~~
- ~~3. Bid Opening:
When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.~~
- ~~4. Contract Award:
The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.~~
- ~~8. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$50,000 or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the~~

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~~performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.~~

~~9. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred thousand dollars (\$100,000), as adjusted from time to time by § 81-3445 or other applicable law.~~

~~10. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.~~

Legal Reference: Neb. Rev. Stat. ' 52-118
 Neb. Rev. Stat. ' 73-101 *et seq.*
 Neb. Rev. Stat. ' 73-106
 Neb. Rev. Stat. ' 81-3445

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6462 CERTIFIED STAFF RESIGNATION

Certified staff who wish to be released from contract should consider the difficulty of securing an adequate replacement for the district and disruption to the educational program. A late resignation greatly increases this difficulty and disruption.

Certified staff who wish to be released from their contract shall immediately deliver a written and signed notice of resignation to the office of the Superintendent or **Chief of Human Capital Management Executive Director of Human Services**. The Superintendent, upon reviewing the request and its impact on the district, shall forward the request to the Board of Education with an appropriate recommendation.

The Board shall make the final determination regarding the request but shall have no obligation to approve the staff member's early release from contract.

The Board may request the staff member to continue as a member of the staff and to fulfill the terms of their contract. The early release, if allowed, will become effective at the end of the school year in which it is submitted. If the staff member has requested the release to become effective at an earlier date than the end of the school year, the Board may consider it on an individual basis.

A staff member's refusal to fulfill their contract shall be cause for the district to request a suspension or revocation of certification by the Nebraska Department of Education.

Legal Reference: Nebraska Statutes §79-817 to 79-845
 NDE Rule 27, part 007

Policy Adopted 3/5/79
Policy Reviewed 10/18/07
Policy Revised: 08.11.2016
Policy Revised: ???.??.??

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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: 05.13.2021
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: Ms. Kristen Irely, Chief of Human Capital Management
Coordinator for Staff Complaints

Office address:
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: kirey@gips.org

Phone number: 308-385-5900

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

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 violation. The maxim consequence should be applied only when the severity or frequency of the violations 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*.

Violations	Action	
	Minimum	Maximum
Alcohol (law, violations: possession use, sale)	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
Arson (Setting a fire)	Parent Conference/Short-term Suspension Referral to SRO	Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Bullying	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension
Bus Violation #1	Verbal Reprimand Parent Conference Detention	Verbal Reprimand Parent Conference Detention Loss of Bus Privilege (Short-term)
Bus Violation #2	Verbal Reprimand Parent Conference Detention Loss of Bus Privilege (Short-term)	Verbal Reprimand Parent Conference Detention Loss of Bus Privilege (Long-term)
Cheating Minor	Student/Teacher Conference Parent Contact by Teacher Loss of Privilege by Teacher	Student conference Parent Contact Detention/Loss of privilege
Disorderly Conduct	Verbal Reprimand Parent Conference	In-School/Short-term Suspension Long-term Suspension
Disruption- Minor	Student/Teacher Conference Parent Contact by Teacher Loss of Privilege by Teacher	Student conference Parent Contact Detention/Loss of privilege

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<p>Student Appearance Violation</p>	<p>Classroom managed interaction - document minor incident in Synergy</p> <p>First Office visit - Student conference/parent contact document minor incident in Synergy</p>	<p>Second Office visit - ½ day ISS w/parent contact document MAJOR incident in Synergy</p> <p>Third Office visit - 1 day OSS w/parent conference document MAJOR incident in Synergy</p> <p>Fourth Office visit - principal's discretion beyond 1 day of OSS document MAJOR incident in Synergy</p>
<p>Drug Paraphernalia</p>	<p>Short-term Suspension Request for drug/alcohol test upon return to school Referral to SRO GIPS Intervention Program</p>	<p>Long-term Suspension Mandatory Reassignment Request for drug/alcohol test upon return to school Criminal Prosecution</p>
<p>Drug Possession</p>	<p>Short-term Suspension Request for drug/alcohol test upon return to school Referral to SRO GIPS Intervention Program</p>	<p>Long-term Suspension Mandatory Reassignment Request for drug/alcohol test upon return to school Criminal Prosecution</p>
<p>Drug Sale</p>	<p>Short-term Suspension Request for drug/alcohol test upon return to school Referral to SRO GIPS Intervention Program</p>	<p>Long-term Suspension Mandatory Reassignment Request for drug/alcohol test upon return to school Criminal Prosecution</p>
<p>Drug Use</p>	<p>Short-term Suspension Request for drug/alcohol test upon return to school Referral to SRO GIPS Intervention Program</p>	<p>Long-term Suspension Mandatory Reassignment Request for drug/alcohol test upon return to school Criminal Prosecution</p>
<p>Elopement</p>	<p>Student Conference Parent Contact Loss of Privilege/Detention</p>	<p>Parent Conference Detention In-School Suspension</p>
<p>Failure to Follow Instructions Major</p>	<p>Student/Teacher/Principal Conference Parent Contact by Principal Loss of Privilege by Principal</p>	<p>Parent/Student Conference In-School Suspension Loss of Privilege</p>
<p>Failure to Follow Instructions-Minor</p>	<p>Student/Teacher Conference Parent Contact by Teacher Loss of Privilege by Teacher</p>	<p>Student conference Parent Contact Detention/Loss of privilege</p>
<p>Gang Activity</p>	<p>Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment</p>	<p>Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution</p>
<p>Gang Related Threats</p>	<p>Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension</p>	<p>Threat Assessment Long-term Suspension</p>

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	Threat Assessment	Expulsion Mandatory Reassignment Criminal Prosecution
Gang Related Violence	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Harassment or Bullying- Disability	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Harassment or Bullying - Race, Color, National Origin	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Harassment or Bullying- Religion	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Harassment or Bullying- Sex	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Harassment or Bullying- Sexual Orientation	Parent Conference/Verbal Reprimand Parent Conference/Short-term Suspension Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Homework- Minor	Student conference Parent Conference Loss of privilege	Student conference Parent conference Detention ISS
Homicide	Criminal Prosecution	Criminal Prosecution
Inappropriate Language	Verbal Reprimand Parent Conference	Parent Conference Detention

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		ISS
Inappropriate Language- Minor	Student/Teacher conference	Student/Principal conference Detention
Inappropriate Use of Medication	Student conference Parent Conference Loss of privilege Detention ISS	Student conference Parent conference Detention ISS OSS
Inappropriate Use of Technology	Student/Principal Conference Parent Contact by Principal/Teacher Loss of Technology Privilege	Parent/Student Conference Loss of Technology Privilege, Multiple days ISS
Inappropriate Use of Technology- MINOR	Student/Teacher Conference Parent Contact by Teacher Loss of Technology Privilege- Teacher	
Inappropriate Use of Technology- Personal Device (PHONE)- Major (4th Offense)	Student given ISS Student given short term OSS	Student given short term OSS Student given long term OSS
Inappropriate Use of Technology-Personal Device (Phone) MINOR	Teacher addresses in class Teacher takes phone and returns it at the end of the period	Teacher takes phone and gives it to the office First time student picks it up at the end of the day – document MAJOR incident; Second time – parent contact – document MAJOR incident Third time parent conference and parent takes phone Fourth time – document MAJOR insubordination – 1 day OSS Fifth time – document MAJOR insubordination – individual student/parent plan
Kidnapping (Abduction)	Criminal Prosecution	Criminal Prosecution
Knife with blade length <= 3.5 inches	Parent Conference/Detention Short-term Suspension/ Threat Assessment	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Knife with blade length >=3.5 inches	Parent Conference/Short-term Suspension/ Threat Assessment	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Nicotine/Tobacco (Possession or Use)	Parent Conference/Short-term Suspension	Long-term Suspension Mandatory Reassignment

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	Could include request for drug/alcohol test and/or consultation upon return to school GIPS Intervention Program (Vaping)	Request for drug/alcohol test upon return to school Criminal Prosecution
Obscene/Lewd/Public Indecency Behavior	Parent Conference ISS Short-term Suspension	Short-term Suspension Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution
Other Offenses (eg Forgery, Extortion)	Verbal Reprimand Parent Conference Detention/Short-term Suspension	Short-term Suspension Long-term Suspension Criminal Prosecution
Physical Altercation, Minor (Pushing, Shoving)	Student Conference/Parent Contact Detention	Detention In-School Suspension
Physical attack or fight with a weapon (firearm or explosive device)	Parent Conference/Short-term Suspension/ Threat Assessment Expulsion (Firearm)	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Physical attack or fight with a weapon	Parent Conference/Short-term Suspension/ Threat Assessment Expulsion (Firearm)	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Physical attack or fight without a weapon	Parent Conference/Detentions/Short-term Suspension Parent Conference/Long-term Suspension Threat Assessment	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Possession of a firearm or explosive device	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Rape or Attempted Rape	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Refusal to Work- MINOR	Oral Redirect Student Conference Detention	Detention Parent Conference Student Contract
Robbery with a firearm or explosive device	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment

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	Criminal Prosecution	Criminal Prosecution
Robbery with a weapon	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Robbery without a weapon	In School Suspension Short-term Suspension Threat Assessment	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
School Threat (Threat of Destruction or Harm)	Student conference Parent Conference Detention Threat Assessment ISS/Short-term Suspension	Parent conference Threat Assessment ISS/Short-term Suspension OSS/Long-term suspension
Sexual Assault, other than Rape	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Skipping- MINOR	Verbal Redirect Student Conference Detention	Detention Parent Conference Student Contract
Substance Abuse Intervention	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 Mandatory Reassignment Request for drug/alcohol test upon return to school Criminal Prosecution
Tardy-MINOR	Verbal Redirect Student Conference Detention	Detention Parent Conference Student Contract
Theft (Stealing Personal or Other Property)	Parent Conference Short Term Suspension Long-term Suspension	Short-term Suspension Long-term Suspension Expulsion/Criminal Prosecution
Threats- Electronic/Cyber	Parent Conference/Short-term Suspension/ISS Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension
Threats- Physical	Parent Conference/Short-term Suspension/ISS Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension
Threats- Verbal	Parent Conference/Short-term Suspension/ISS Threat Assessment	Short-term Suspension Threat Assessment Long-term Suspension

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Threats of physical attack with a firearm or explosive device	Parent Conference/Short-term Suspension/ Threat Assessment Expulsion (Firearm)	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Threats of physical attack with a weapon	Parent Conference/Short-term Suspension/ISS Threat Assessment Expulsion (Firearm)	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Threats of physical attack without a weapon	Parent Conference/Short-term Suspension/ISS Threat Assessment Expulsion (Firearm)	Long-term Suspension Expulsion Threat Assessment Mandatory Reassignment Criminal Prosecution
Trespassing (Unlawful or Unauthorized Presence)	Student Conference Parent Conference Detention ISS/Short-term Suspension	Parent Conference Short-term Suspension Long-term Suspension Referral to SRO
Truancy/Skipping	Verbal Reprimand Parent Conference Detention	Second Offense - ½ day ISS w/parent contact document MAJOR incident in Synergy Third Office visit - 1 day OSS w/parent conference document MAJOR incident in Synergy Fourth Office visit - principal's discretion beyond 1 day of OSS document MAJOR incident in Synergy
Vandalism (Damage to School or Personal Property)	Parent Conference/Short-term Suspension - pay for damages	Long-term Suspension Expulsion Mandatory Reassignment Criminal Prosecution Pay for damages
Verbal Altercation- MINOR	Verbal Redirect Student Conference Detention	Detention Parent Conference Student Contract
Violation of School Rules (Disobeying School Policy)	Student Conference Parent Conference Detention ISS/Short-term Suspension	Parent Conference Short-term Suspension Long-term Suspension

Revised ???.???.??

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8456 STUDENT USE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES (ECDs)

Electronic Communication Devices (ECDs) when used in support of student learning are allowed in Grand Island Public Schools according to the procedures included in this document. While discouraged, students may bring personal technology, including computers, smart phones, network access devices, or other electronic communication devices to school provided that such technology is used for instructional purposes. Students shall abide by the instructions provided by teachers and other school staff in the use of such personal technologies. When allowed, access to the Internet or other district communication systems from personal technology is limited to wireless access points on the school campuses. Access to the Internet or to other district communication systems from personal technology is not available via hardwire connections. Video game systems, DVD players, and other devices, which serve no educational function, are prohibited.

Cameras and/or video recorders (other than those incorporated into ECDs) are not allowed in school buildings, on school-provided transportation, or at school-sponsored activities without the express authorization in advance by the building principal or designee. The use of any photographic or video equipment, including such equipment incorporated into ECDs, is prohibited without expressed administrative consent.

Personal ECDs are allowed on school property subject to the following:

1. Typically, unless otherwise defined below, student ECDs will be prohibited from connecting to the wireless network due to interference with our 1 to 1 device initiative. Students will be asked to disable Wi-Fi and to disable any hotspot functionality as it causes additional channel congestion on the wireless network.
2. Camera, video, and/or audio recorders will not be used while on school property, at school-sponsored activities, or while on school-provided transportation, without administrative consent.
3. Phones should be kept either turned off, or on silent following the rules specified by the classroom teacher.
4. Any ECD containing an integrated camera will be turned off (not simply on silent or vibrate mode) and kept stowed out of sight in locker/dressing rooms or on district provided transportation.
5. When allowed by administration, personal ECDs are only allowed to connect to the filtered, wireless network in the district. Students shall not attempt to circumvent technology protection measures, such as network internet access filtering.
6. Students in grades 6-12 may use personal ECDs at school following administrative guidelines. Buildings may ask students to turn off devices that are not contributing to the learning environment. Guidelines for acceptable use are available in the student handbook.
7. Students in grades Pre-K-5 are discouraged from bringing ECDs to school.
8. Use of ECDs will follow the same network access guidelines as included in the Acceptable Use Agreement. Examples of behavior which is not tolerated includes but is not limited to:
 - cheating;
 - bullying or harassment;
 - displaying, accessing, or downloading obscene or pornographic materials; or
 - disruption of the learning environment.
9. The consequences for using ECDs in violation of the aforementioned rules, state or federal law, or school board policy are as follows:

~~1st Offense: The ECD will be confiscated, turned in to the school office, and picked up by the student from the principal at the end of the school day, unless the device is needed longer for examination by school or district IT personnel.~~
~~2nd Offense: The ECD will be confiscated, turned in to the school office, and picked up by the parent or guardian following a meeting with the principal.~~
~~3rd Offense: The privilege to bring an ECD on to school property is revoked and the parent or guardian can pick up the ECD from the principal at the end of the semester. The principal will decide when the student's privilege to bring an ECD to school is restored.~~

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- 1st Office Referral: The ECD will be confiscated, turned into the school office, and picked up by the student from the principal by the end of the day, unless the device is needed longer for examination by school or district IT personnel. Document **MAJOR** incident in Synergy
- 2nd Office Referral: The ECD will be confiscated, turned into the school office, and picked up by the student at the end of the day along with parent contact. Document **MAJOR** incident in Synergy
- 3rd Office Referral: The ECD will be confiscated, turned into the school office, and picked up by a parent at the end of the day along with parent contact. Document **MAJOR** incident in Synergy
- 4th Office Referral: Insubordination - 1 Day OSS
- 5th Office Referral: Insubordination – Individual student/parent plan

10. In addition to the above consequences, school officials may conduct a search of the ECD if they have reasonable suspicion that the student was using the ECD to violate the law, school board policies, or school rules. Depending on the nature of the violation, school officials may make a referral to law enforcement officials, and/or commence disciplinary action against the student such as expulsion, suspension, or reassignment. The possession of obscene or pornographic or other illicit material on an ECD will result in a referral to law enforcement officials.

11. Grand Island Public Schools will not be responsible for the loss, theft or damage to personal ECDs. Students who bring such devices onto school property do so at their own risk of loss and with the understanding that unclaimed devices will be disposed of by the school at the end of the semester.

References: Children’s Internet Protection Act, 47 USC § 254
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Grand Island Public Schools policies:
1310–NONDISCRIMINATION
1311–BULLYING AND HARRASSMENT
5521–COPYRIGYT COMPLIANCE
7352 –ACCESS TO NETWORKED INFORMATION RESOURCES
8457-INTERNET SAFETY

Policy Adopted: 06.12.2012
Policy Reviewed: 12.14.2017
Policy Revised: 07.12.2018
Policy Revised: ???.???.??

8512 SEIZURE SAFE SCHOOLS

In any district school with at least one student identified as having a seizure disorder, if the student's parent/guardian and health care provider have worked with the school to develop a seizure action plan that school shall have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration.

The training shall include instruction in administering seizure medications, recognizing the signs and symptoms of seizures, and responding to such signs and symptoms with the appropriate steps.

Prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian shall:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student's health care practitioner containing the following information:
 - a. The student's name;
 - b. The name and purpose of the medication;
 - c. The prescribed dosage;
 - d. The route of administration;
 - e. The frequency that the medication may be administered; and
 - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If specified in a student's seizure action plan, such student shall be permitted to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

The authorization, statement, and seizure action plan required for each student shall be kept on file in the office of the school nurse or school administrator.

Each seizure action plan shall be distributed to any school personnel or volunteers responsible for the supervision or care of the student for whom such seizure action plan was created.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

For all schools in the district regardless of whether any students are identified as having a seizure disorder, each certificated school employee shall participate in a minimum of one hour of self-study review of seizure disorder materials at least once in every two school years.

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Schools or school employees who act in compliance with the Seizure Safe Schools Act shall not be liable for damages related to the care of a student's seizure disorder unless such damages resulted from an act of willful or wanton misconduct by the school or school employee nor shall school employees be subject to any disciplinary proceeding related to an act taken in compliance with the Seizure Safe Schools Act unless such action constitutes willful or wanton misconduct.

Legal Reference: Neb. Statute 79-3201 to 3207

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

GRAND ISLAND PUBLIC SCHOOLS

8740 GRADUATION REQUIREMENTS

Students in the Grand Island Public Schools must successfully complete the courses required by the Board of Education and the Nebraska Department of Education in order to graduate. It shall be the responsibility of the superintendent to ensure that students complete grades one through 12 and that high school students complete **240 credits (200 required by NDE)** prior to graduation.

High School credit will not be granted for courses taken at the middle school level, **unless the course content and requirements are equivalent to high school course (ex: geometry – Rule 10 p. 6)**. For a student with an Individualized Educational Plan (IEP), the IEP goals must be successfully completed to meet graduation requirements.

A student who has earned all required credits may graduate early. Students who graduate early may choose to have their diplomas awarded at the winter or spring commencement activities.

Graduation credits must be earned within the following curricular areas, which includes the satisfactory completion of these required courses or their equivalent:

Language Arts	40	
Mathematics	30	
Science	30	
Physics		(10 Credits)
Life Science		(10 Credits)
Chemistry		(10 Credits)
Social Studies	30	
American History		(10 Credits)
World History		(10 Credits)
Government		(5 Credits)
Economics		(5 Credits)
Physical/Health Education	10	
Financial Literacy	5	(5 credits 2023-2024)
Computer Science	5	(5 credits 2023-2024)
Electives	90	(100 credits – 90 credits 2023-2024)
Total Course Credits	240	(State of NE requires 200 – 80% must be core – Rule 10, page 5)

Note: Ten credits represent the equivalent of satisfactory completion (passing grade) of any approved high school course for which a student has been enrolled daily for two semesters. Five credits represent the equivalent of satisfactory completion (passing grade) of any approved high school course for which a student has been enrolled daily one semester.

Policy Adopted - November 3, 1980

Policy Amended - January 9, 1984

Policy Revised: 07/07/97

Policy Revised: 2-10-05

Policy Revised: 12.13.2018

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

2111 BOARD OPERATING PRINCIPLES

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

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

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

I. Educational Advocate

Vision:

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

Mission Statement:

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

Student Commitments:

Within the school district of Grand Island

- Every student will be taught to read, write, and communicate effectively; solve problems; acquire and apply knowledge; and demonstrate mastery through performance to the best of the student's abilities;
- Every student will be treated with fairness and dignity;
- Every student will be honored for their unique qualities and backgrounds;
- Every student will experience a sense of belonging, contribution, and success;
- Every student will develop responsibility and show respect for others as well as oneself;
- Every student will have equitable access to high-quality learning; and
- Every student will learn in an inclusive and anti-discriminatory environment.

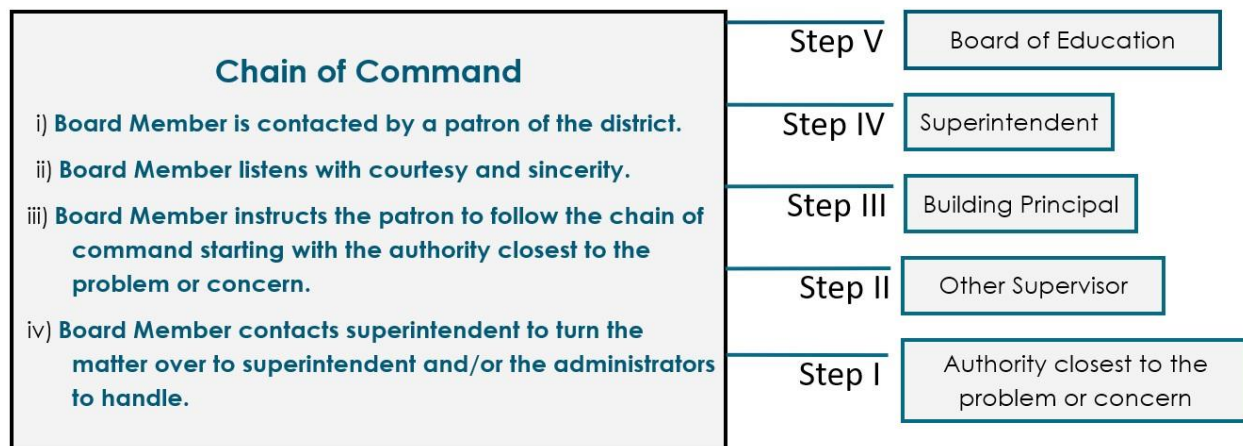
II. Process for Addressing Public and Board Issues

Public

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

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

(Policy: [2480](#))



Board Member

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

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

(Policy: [2230](#))

III. Meeting Format

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

Board Meetings

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

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

Board of Education Committees

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

(Policy: [2230](#))

Small Group Meetings with the Superintendent and Board Members

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

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

Statement:

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

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

V. Board Leadership

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

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

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

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

- D. Board Members (including President & Vice-President) will:
 - a. Attend all school board meetings.
 - b. Attend and participate in meetings on assigned committees.
 - c. Attend special meetings/functions of the district as requested or required (for example, graduation, specific school programs, etc).
 - d. Represent the Board of Education at official school, community, state and national functions.
 - e. Read and study all necessary documentation prior to discussion on issues or action items.
 - f. Personally uphold these operating principles, and hold fellow board members accountable.
- E. The Board of Education will:
 - a. Hire and evaluate the Superintendent's performance. The Superintendent is the only employee the Board oversees.
 - b. Adopt, review, and revise policy.
 - c. Establish the strategic plan goals for the District.
 - d. Establish a budget to reflect/support the strategic plan.
 - e. Advocate for public education.
- F. The Board of Education members will have the opportunity to participate in professional development:
 - a. The President and Vice-President will have the opportunity to attend whatever local, state or national training they deem necessary. Additional money is available for the Board of Education officers for professional development.
 - b. Other Board of Education members
 - i. In July of each year, Board of Education members will review all training opportunities available at the local, state and national level, for the upcoming school year.
 - ii. Board of Education members will provide their preferences to the Board President by the first of August each year.
 - iii. The Board President will ask the Governance Committee to review the preferences and make decisions on whether or not all preferences can be accommodated based on cost and number of requests.
 - c. Special Professional Development
 - i. District strategic goals and/or initiatives may require travel for learning opportunities.
 - ii. The Governance Committee will review the need for special professional development and determine which Board of Education members will attend.

~~The Board of Education will have the opportunity to participate in professional development:~~

~~d. Attend one national conference of their choosing for the budget year.~~

~~e. Attend conferences as presenters as appropriate.~~

~~f. Attend local, regional, and state BOE conferences.~~

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

VI. Board of Education Collaboration

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

- A. We each have the freedom, opportunity, and responsibility to express his or her own beliefs about quality education.
- B. We will listen to diverse opinions. We recognize and appreciate the diverse backgrounds and experiences of other board team members which lend themselves to unique individual perspectives on issues.
- C. We must maintain the appropriate balance between being a board member and a parent, spouse, employee, or friend by not utilizing our positions as board members to influence decisions on a personal level.
- D. We will be governed by the same rules that apply to all Grand Island Public Schools district staff with regards to access to and utilization of Grand Island Public Schools district resources. (such as technology agreement)

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- E. We will not utilize our position to gain access to confidential information that is not made available to all board members or is not necessary for the board member to have to complete their duties.
 - F. While we all have a personal point of view, our decisions will be based on the best interests of students.
 - G. We will engage only in designated meetings and not in “meetings before the meetings” or “meetings after the meetings”.
 - H. We will channel personal requests for information through the Superintendent’s office.
- (Policy: 2112)

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

Board Member

Date

Policy Adopted: 10-5-00
Policy Revised: 7-10-03
Policy Revised: 1-11-07
Policy Revised: 10.14.2010
Policy Revised: 12.14.2017
Policy Revised: 07.12.2018
Policy Revised: 06.13.2019
Policy Revised: 10.14.2021
Policy Revised: ???.??.??

4312 INTERNAL CONTROLS FOR FEDERAL AND STATE AWARDS

The Grand Island Public Schools (the District) will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as "sensitive" or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$35,000);
- 2) A procedure for small purchases (between \$35,000 to \$250,000);
- 3) A procedure for sealed bids;

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- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.
4440 PURCHASING AUTHORITY

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333.
5523 DATA OR RECORDS RETENTION

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.
4305 SUSPENSION AND DEBARMENT

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.
4310 STATE AND FEDERAL FUNDING
4311 ESSA AND FEDERAL PROGRAMS

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

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- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

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- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

RESOLUTION OF THE BOARD OF EDUCATION OF HALL COUNTY SCHOOL DISTRICT 40-0002, A/K/A GRAND ISLAND PUBLIC SCHOOL DISTRICT REGARDING COVID-19 (ALSO KNOWN AS THE CORONAVIRUS) GLOBAL PANDEMIC AND EPIDEMIC SICKNESS – March 13, 2020

Legal Reference: 2 C.F.R. §§ 200, et seq.

Policy Adopted: 10.14.2021

Policy Revised: 04.14.2022

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

4554 CONSTRUCTION MANAGER AT RISK

New Construction and Improvements to the Existing Buildings

Construction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. **Introduction:** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. **Terms Defined:**

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. **Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. **Procedures for the Preparation and Content of Request for Proposals:** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the

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time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. General information about the project which will assist the School District in its selection of the Construction Manager.

E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.

F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

(1) A description of the Construction Manager's project team and organization of such team;

(2) Fee proposal, if required by the School District as part of the Request for Proposals;

(3) A description of the limitations, if any, on expenses to be reimbursed;

(4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.

H. Proposal procedures, including:

(1) Questions and clarification or interpretations of the Proposal documents;

(2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its

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responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. *Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*

The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. *Procedures for Preparing and Submitting Proposals:* Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The

proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911: The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction

Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points

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No.	Evaluation Criteria	Maximum Percent Value
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either’s election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

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A. **Negotiations with Highest Ranked Construction Manager:** The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. **Requirement of Execution of Written Contract:** No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. **Filing of Construction Manager at Risk Contract:** The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. **Unsuccessful Negotiations with Construction Manager Candidates:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. **Modification of Construction Manager at Risk Contract:** A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. *Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:*

A. *Protest Relation to Solicitation:*

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. **Negotiation or Execution of Construction Manager Contract:** A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or

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execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Policy Adoption: ???.???.??

6233 DRUG FREE SCHOOL AND COMMUNITY (Staff)

It is the policy of the Grand Island Public Schools to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Schools and Communities Act of 1989 and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.
6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion,

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random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Policy Adopted 8/13/90
Policy Revised 1/11/93
Policy Revised 3-11-04
Policy Revised: 02.11.2016
Policy Revised: ???.???.??

~~The Grand Island Public Schools is committed to providing an environment that is safe free from the detrimental effects of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It is the policy of the Grand Island Public Schools to prohibit the use of alcohol and illegal drugs among the student population, and that the district's staff members serve as role models to the students in this endeavor.~~

~~It is prohibited for any staff or member of the Board of Education to display evidence of intoxication, or engage in the unlawful possession, use, or distribution of illicit drugs and/or alcohol, at any time while functioning as an official of the District.~~

DEFINITIONS

~~As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities shall mean, but shall not be limited to the following:~~

- ~~1. The unlawful manufacture, sale, possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance at any time or place whether on duty or off duty.~~
- ~~2. The possession, use, or distribution of alcohol on school premises or as a part of any of the school's activities or appearing for work or performing any job duties or district business while intoxicated or impaired by alcohol.~~

~~As used herein, the term "school premises" shall mean any property whether owned, leased, or in other manner under the control of the Grand Island Public Schools.~~

~~As used herein, the phrase, "as a part of any of the school's activities", shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.~~

~~Legal Reference: P.L. 101-226, Drug-Free Schools and Communities Act Amendments of 1989,
41 U.S.C. §§ 701-707 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
34 C.F.R. Pt. 86 (1996).~~

Policy Adopted 8/13/90
Policy Revised 1/11/93
Policy Revised 3-11-04
Policy Revised: 02.11.2016
Policy Revised: ???.???.??

6233.1 Administrative Procedures for Policy 6233

1. All staff will receive a copy of this policy.
2. Staff will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set forth in this policy (Policy Code 6233), and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution, for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, the Drug-Free Schools and Communities Act, as amended, NEB. REV. STAT. 48-1901-48-1910 (1998) and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event staff does not understand the terms and conditions of this policy, it shall be the duty of the staff member to ask for such points of clarification of the Superintendent of Schools or designee at the time this policy is distributed to the staff member. If no question is directed by staff to the Superintendent of Schools or designee, it shall be the legal position of the District to presume that staff has understood and will abide by this policy.
4. The Grand Island Public Schools may require staff to be tested upon reasonable suspicion, for the use of controlled substances or alcohol in violation of this policy. Reasonable suspicion shall include, but not be limited to, specific observations of the appearance, behavior, speech, body odors or reliable reports from third parties that an employee is in violation of this policy. Refusal to submit to the test or testing positive for drugs or alcohol will result in disciplinary action up to and including termination of employment as provided herein below at Paragraph 7.
5. Testing Procedures:
 - a. Preliminary screening for non-prescription drug and alcohol use shall be conducted in a medically-accepted manner. In the event that any such preliminary screening shall indicate the presence of non-prescription drugs consisting of a substance chemical or compound as described, defined or delineated in NEB. REV. STAT. §§28-405 and 28-419 or any metabolite on conjugated form thereof, the preliminary screening sample shall be subject to further testing by gas chromatography-mass spectrometry or other scientific testing technique which has been or may be approved by the Nebraska Department of Health. Likewise, in the event that any such preliminary screening shall indicate the presence of alcohol, the preliminary screening shall be subject to further testing by either (a) gas chromatography with a flame ionization detector or other scientific testing approved by the Nebraska Department of Health or (b) breath testing device complying with applicable rules and regulation of the Nebraska Department of Health operated by a person who has obtained or been issued a permit in accordance with applicable rules and regulation by the Nebraska Department of Health. With the exception of confirmatory breath test utilizing a breath testing device, all confirmatory tests shall be performed by a clinic, hospital, or laboratory which is licensed pursuant to the federal Clinical Laboratories Improvement Act of 1967, 42 U.S.C. 263a.
 - b. All body fluid specimens which results in a finding of non-prescription drug or alcohol presence shall be refrigerated and preserved in a sufficient quantity for retesting for a period of at least one hundred eighty (180) days from the date of collection and a written record of the chain of custody of the specimen shall be maintained from the time of collection.
 - c. The Grand Island Public Schools shall not release or disclose the test results of any employee to the public, except to the extent required by law or to the employee upon such employee's request. Such test results will be reviewed only by such officers, agents or staff of the District as may be involved in the retention, disciplining or firing of employees.

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6. In the event of any non-compliance by any staff with this policy, it shall be the duty of the Superintendent of Schools or designee to inform any staff not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to staff within fifty (50) miles of the administrative offices of the District. If no such programs are available within 50 miles, then such other programs as may exist in the State of Nebraska shall be made known to such staff member. The Superintendent or designee shall maintain a list of such available services and shall from time to time update such a list.
7. Sanctions which may be taken against staff for non-compliance with this policy may be any one or more of the following:
 1. an oral reprimand
 2. a written reprimand/suspension with pay
 3. suspension without pay
 4. termination of employment
 5. cancellation of employment
 6. non-renewal of employment
 7. referral to appropriate authorities for criminal prosecution
 8. mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District.
 9. mandatory enrollment in any training programs that are or may be provided by the District or others relating to any of the activities prohibited by this policy.
8. Disciplinary action sought to be imposed by the Superintendent or designee shall be carried out in accordance with the established policies of the District. However, nothing in this policy shall be construed to vest any right in any staff beyond that required by law and the manner in which each case shall be handled shall be in the sole discretion of the Superintendent or designee subject to the Superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
9. Conviction of staff of the District of any criminal statute relating to the unlawful use, possession, or distribution of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the Superintendent or other official of the District, any staff convicted as above described may be disciplined in any manner provided by statute, the contract of staff, any existing policy of the District or any other applicable body of law. As used herein "applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.
10. The use of legal drugs (over-the-counter or prescription medication) in accordance with doctor's orders of manufacturer's recommendations is not prohibited. Excessive use or abuse of such drugs shall be considered use of illegal or illicit drugs under this policy. If use of legal drugs in accordance with doctor's orders or manufacturer's recommendations may impair the staff member's ability to safely and effectively perform his/her job, the staff member must notify his/her supervisor so that any necessary arrangement to protect safety and productivity can be made. Failure to properly inform the supervisor or to cooperate in any necessary arrangements to protect safety and productivity will result in disciplinary action.
11. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against staff as referred to in the immediately preceding paragraph, the District, by and through its Superintendent or designee may require the staff member to successfully finish a drug abuse program. As used herein, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent or designee may require the staff member to provide the Superintendent or designee written documentation satisfactory to the Superintendent or designee that the staff member has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent or designee in their sole discretion may require the staff member to enroll such aftercare program and to participate in a manner satisfactory to the provider of such

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aftercare program. The Superintendent or designee may require staff to participate in aftercare in the same manner and under the same terms as may be required by the Superintendent or designee. The Superintendent or designee may require ongoing reporting of such participation as a term and condition of continuing employment by such staff at the District.

12. It shall be the policy of the District to require staff who have been charged or convicted of a violation of any federal, state, or local statute regarding illegal or illicit drugs or alcohol-related offenses to report such charge or conviction to the Superintendent or designee. Any information received pursuant to this policy may be used in any lawful manner. Any staff having concerns about an admission thereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

Reasonable Cause Drug Testing

1. The Grand Island Public Schools may require any staff (including temporary and substitute staff) to be tested upon reasonable suspicion for use of controlled substances or alcohol in violation of Policy 6233.
2. Reasonable Suspicion shall include but not be limited to, specific observations of the appearance, behavior, speech, body odors or reliable reports from third parties that an employee is in violation of this policy.
3. Staff of the District, who become aware or concerned about another staff being impaired on the job by alcohol or drugs, should immediately report their concerns to their immediate supervisor, who will in turn report the information to the administrator who is responsible for the staff in question. This administrator will notify the Executive Director for Human Services immediately.
4. The responsible administrator will complete the Manager's Checklist for Identifying Potential Substance Abuse/Impairment. This checklist will be completed by any combination of immediate past performance, current performance and personal observation and conversation between the suspected employee and the administrator. The administrator will have a witness present who is trained in the District's Reasonable Cause Drug Testing procedure. This witness could be another administrator, a school nurse, a guidance counselor, school resource officer, Executive Director for Human Services, an Assistant Superintendent or the Superintendent. The completed Manager's Checklist for Identifying Potential Substance Abuse/Impairment form should be reviewed with the Executive Director for Human Services (or Assistant Superintendent or Superintendent) to determine whether to have the employee drug tested.
5. Once the District has determined reasonable suspicion of impairment from drugs or alcohol exists, the staff member will be asked to submit to a drug test at the district's drug testing facility, currently identified as the Saint Francis Medical Center Pathology Department, 2620 West Faidley Avenue. The administrator should make arrangements for staff to be transported to the testing facility. Acceptable methods of transportation include:
 - a. Calling a family member (or other contact person) to provide transportation
 - b. Calling a taxi cab (at the staff member's expense) for transportation
 - c. Providing transportation by the Administrator or another responsible District staff member.
6. If the staff refuses the offer of transportation and demands to drive themselves, the administrator should discourage them. If staff becomes belligerent or if they present a danger to themselves or others, contact the police. If staff refuses the administrator's attempts to provide transportation, the administrator should not attempt to physically restrain the staff member. The administrator should document the staff member's actions. The administrator should also call the SFMC Pathology Department to alert them to the impending drug test.
7. Refusal to submit to the test or testing positive for drugs or alcohol will result in disciplinary action up to and including termination of employment.

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Statistical Report of Violations

It shall be the policy of the Grand Island Public Schools to require the Superintendent of Schools to keep a statistical report of all violations of the District's policies and programs prohibiting the unlawful possession, use, or distribution of illicit drugs and alcohol by students and staff on the school district's property or as a part of any other of the District's activities. The Superintendent or designee shall at least annually provide a report to the Board of Education consisting of at least the following:

1. The date and nature of any incidents of non-compliance with the District's policies pertaining to the unlawful possession, use, or distribution of illicit drugs and alcohol by students or staff.
2. The nature of any sanction carried out against any such person in violation of such policies.
3. A brief description of any treatment, counseling, or rehabilitation that any such individual in violation of any such policy shall have undertaken and whether such undertaking was voluntary or involuntary.

Review of Program

It shall be the policy of Grand Island Public Schools to review biennially its entire program pertaining to the prevention of the use of illicit drugs and the abuse of alcohol by students and staff to determine the effectiveness of the program and to implement such changes to the program as are deemed needed.

The Superintendent shall undertake such study as is deemed appropriate to determine whether the program of the District as here-in-above referred to is accomplishing its intended goals. If the Superintendent determines that changes are necessary or desirable in the program, the Superintendent shall, on or before the regular July meeting of the Board of Education, present to the Board of Education such changes as are proposed by the administration in the program of the District.

THE GRAND ISLAND PUBLIC SCHOOLS SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED OR SERVICES RENDERED IN DRUG AND ALCOHOL COUNSELING REHABILITATION AND RE-ENTRY PROGRAMS.

6233.1 Managers Checklist Form – GIPS GRID

Drug Free School and Community Policy

Acknowledgment of understanding and receipt of Board standards and policies prohibiting the unlawful possession, use, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities.

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the District against any staff of the District engaging in unlawful possession, use, distribution, or being under the influence of illicit drugs and alcohol on the school premises or as a part of any of the school's activities as defined by board policy or administrative directive. I further understand by affixing my signature hereto that disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards. I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the District.

Signature of Staff

Date

6233.2 Guidelines

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, GRAND ISLAND PUBLIC SCHOOLS' COMPLIANCE POLICIES AND
PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by the Grand Island Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Chief Human Capital Management

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. Pre-employment testing.

Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. Post-accident testing.

- (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
 - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
 - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. Random testing.

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. Reasonable suspicion testing.

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. Return-to-duty testing.

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. Follow-up testing.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the

testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

- (I) **The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:** The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

- (J) **The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.
- (K) **Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees upon request.

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

7551 GRAND ISLAND SENIOR HIGH ONLINE POLICY FOR CREDIT RECOVERY

The Grand Island Public Schools is focused on accelerating growth for students of all identities and abilities by ensuring equitable access to opportunity and removing barriers to learning. This policy conveys GIPS requirements for GISH Online Credit Recovery to ensure that credit recovery is helping students graduate on time while also delivering rigorous academic instruction.

Credit recovery is an alternative to course repetition for students who have previously failed a course required for high school graduation. Additionally, a student may qualify if a needed class is outside of a student's aligned cohort.

After course failure, students may request to enroll in GISH online in the following semester or academic year if they have an available block period in their schedule.

Students may be enrolled in only one credit recovery course via GISH Online at a time. All requests for enrollment must be submitted to the GISH Online Counselor, examined by committee, and approved by the GISH Online Administrator. An individualized learning plan and student contract will be completed and then the GISH Online Administrator/Coordinator/Counselor will enroll the student in the appropriate courses.

A blended approach will be used whereby teachers combine the use of teacher support with approved online credit recovery courseware. In all cases, staff will regularly monitor and assess students' progress.

English Learners and students with disabilities are included as eligible for credit recovery under this policy. Students with disabilities, identified through IDEA 2004, are eligible for credit recovery as determined in accordance with the goals, objectives, accommodations, and modifications as it relates to the content standards developed and agreed upon by the IEP Team. For English Learners, any decision on credit recovery must be made in conjunction with the EL team.

Implementation of this policy requires that principals use existing district curriculum office course guidance or obtain approval from the district curriculum office to use alternative courses. All students enrolled in a credit recovery course will have a credit recovery plan in the SIS prior to beginning.

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

8720 GRADING AND REPORTING

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

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

Staff will follow these guidelines:

- relate grades to the achievement of the district's course/grade level standards;
- use agreed-on performance standards as the reference points when determining grades;
- separate achievement from all other dispositions and behaviors;
- grades will be determined primarily on a combination of assessments (both unit and course/grade level) and performance tasks:
 - staff will use rubrics, assessment checklists, and other types of scoring guides to provide formative feedback on various types of performance assessments;
 - ~~students are given multiple opportunities to complete a missing or incomplete assignment during the unit, or after the unit at the discretion of the teacher;~~
 - Students are expected to complete assignments before the conclusion of each unit. However, teachers are able to offer reasonable flexibility in assignment completion time-frames to accommodate a particular student's unique needs/situations;
 - when students do not attempt to complete the assignment/assessment, the grade is a zero;
- use quality assessments and properly record evidence of achievement; and
- involve students in the assessment and grading processes throughout the learning cycle.

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

Cross Reference: GIPS Student/Parent Handbook (available on the web)
Expected Grading Practices (available on the web)

Policy Adopted - November 3, 1980
Policy Revised: 5-4-98
Policy Revised: 12.13.2012
Policy Revised: 07.18.2022
Policy Revised: ???.???.??

8455 BULLYING AND HARASSMENT (Students)

I. General Statement of Policy

It shall be the policy of the Grand Island Public Schools to prohibit any form of bullying, including harassment or violence, on the basis of race, (including skin color, hair texture and protective hairstyles including braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps), color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, in all staff employment situations, academic offerings, and extra-curricular activities, including school-sponsored events away from school. Conduct which has the effect of creating, for a reasonable person, an intimidating, hostile, or offensive educational or work environment will not be tolerated. Any act of bullying or harassment by either staff or students will result in disciplinary action.

It shall also be a violation of district policy for any teacher, administrator, or other school personnel of this district to tolerate bullying or harassment because of race, (including skin color, hair texture and protective hairstyles including braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps), color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status, as defined by this policy, by a student, teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the school district.

For the purposes of this policy school personnel shall include Board members, employees, students, agents, volunteers, contractors, or any other persons subject to the supervision and control of the district.

The school district will act to promptly investigate all complaints, either formal or informal, verbal or written, of bullying or harassment; to promptly take action to protect individuals from further bullying or harassment; and, if it determines that bullying or harassment occurred, to promptly and appropriately discipline any student, teacher, administrator or other school personnel who is found to have violated this policy and/or to take other appropriate action reasonably calculated to end the activity.

II. Definitions and Examples

Bullying

For the purposes of this policy, bullying consists of any ongoing pattern of physical, verbal, or electronic ("cyber-bullying") abuse. Bullying may also include harassment on the basis of race, (including skin color, hair texture and protective hairstyles including braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps), color, religion, national origin, ethnicity, age, sex or gender, sexual orientation, disability, or marital status.

Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually-motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or of obtaining an education; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
- that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile or offensive employment or educational environment.

Sexual Orientation

For the purposes of this policy, sexual harassment on the basis of sexual orientation is defined in the following terms:

- Gender-based discrimination is a form of sex discrimination, and refers to differential treatment or harassment of a student based on the student's sex, including gender identity, gender expression, and nonconformity with gender stereotypes, that results in the denial or limitation of education services, benefits, or opportunities. Conduct may constitute gender-based discrimination regardless of the actual or perceived sex, gender identity, or sexual orientation of the persons experiencing or engaging in the conduct.

Examples of conduct, which may constitute sexual harassment, include:

- stalking;
- sexual advances;
- touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
- coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
- graffiti, written material, or graphics of a sexual nature;
- sexual gestures;
- sexual or dirty jokes;
- touching oneself sexually or talking about one's sexual activity in front of others;
- spreading rumors about or rating other students as to sexual activity or performance;
- unwelcome, sexually-motivated or inappropriate patting, pinching or physical contact; or
- other unwelcome sexual behavior or words, including demands for sexual favors, when accompanied by implied or overt threats concerning an individual's educational status or implied or overt promises of preferential treatment.

This prohibition does not preclude legitimate, non-sexual physical conduct such as the use of necessary restraints to avoid physical harm to persons or property or conduct such as a teacher's consoling hug of a young student or one student's demonstration of a sports move requiring contact with another student.

Disability

For purposes of this policy, harassment, because of the disability, consists of verbal or physical conduct relating to an individual's physical or mental impairment when:

- the harassing conduct is so severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive environment;
- the harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- the harassing conduct otherwise adversely affects an individual's learning opportunities.

Examples of conduct which may constitute harassment because of disability include:

- graffiti containing offensive language, which is derogatory to others because of their physical or mental disability;
- threatening or intimidating conduct directed at another because of the other's physical or mental disability;
- jokes, rumors or name calling based upon an individual's physical or mental disability;
- slurs, negative stereotypes, and hostile acts, which are based upon another's physical or mental disability;
- graphic material containing comments or stereotypes, which is posted or circulated, and which is aimed at degrading individuals or members of protected classes;
- a physical act of aggression or assault upon another because of, or in a manner reasonably related to, an individual's physical or mental disability; or
- other kinds of aggressive conduct such as theft or damage to property, which is motivated by an individual's physical or mental disability.

Unlawful Harassment as a form of Discrimination in Programs or Activities that receive Federal Financial Assistance

Harassment based on an individual's: race, (including skin color, hair texture and protective hairstyles including braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps), color, or national origin (Title VI of the Civil Rights Act of 1964); disability in all programs or activities (Section 504 of the Rehabilitation Act of 1973); sex (Title IX of the Education Amendments of 1972); age (Age Discrimination Act of 1975); and/or discrimination on the basis of disability by public entities (Title II of the Americans with Disabilities Act of 1990) that consists of physical or verbal conduct relating to any one of these protected categories of individuals and:

- creates an intimidating, hostile, or offensive working or educational environment; or
- substantially or unreasonably interferes with an individual's work or education; or

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- otherwise is sufficiently serious to limit an individual's employment opportunities or to limit a student's ability to participate in or benefit from the education program.

Examples of conduct that may constitute such unlawful harassment include:

- graffiti containing racially offensive language;
- name calling jokes or rumors based on an individual's race, color, national origin, age, sex, or disability;
- physical acts of aggression against a person or his property because of that person's race, color, national origin, age, sex, or disability;
- Hostile acts that are based on an individual's race, color, national origin, age, sex, or disability and/or;
- written or graphic material which is posted electronically or circulated and which intimidates or threatens individuals based on their race, color, national origin, age, sex, or disability.

Because of the potential misuse of electronic media, photo, or video material in violation of this policy, the use of any electronic media, photographic, or video equipment without expressed administrative consent is prohibited.

References: *Title IX, Education Amendments of 1972*
Title VII of the Civil Rights Act of 1964, as amended
Age Discrimination in Employment Act of 1975
Section 504 of the Rehabilitation Act of 1973
Title II, Americans with Disabilities Act of 1990
Civil Rights Act of 1991
Ne. Rev. Stat. 79-267 (2010)

Policy Adopted 4-10-08
Policy Revised 5-14-09
Policy Revised 09.08.2011
Policy Revised 05.14.2015 – Public hearing
Policy Reviewed 05.12.2016 – Public Hearing
Policy Reviewed: 05.11.2017 – Public Hearing
Policy Reviewed: 06.13.2019 – Public Hearing
Policy Reviewed: 07.09.2020 – Public Hearing
Policy Revised: 11.12.2020
Policy Revised: 11.11.2021
Policy Reviewed: ???.???.??

This policy is a repeat of 1311 Bullying and Harassment (Staff)
Refer to 1310 Nondiscrimination for Administrative Procedures (1310.1) and the complaint form (1310.2)

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

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

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

GIPS Alternative Programs

GIPS offers several alternative education opportunities for students. This document lists the programs with a description of the program, entry/exit requirements, capacity of students to be serviced, and connections to general education activities such as Academies, career and technical education, athletics, and academic coursework.

PASS Program

The Secondary School Transition Program (PASS - Positive Alternative to Suspension Support) is located at each of the three middle schools and GISH. Students are served at their neighborhood school with room for 15+ students at each school. The transition program is the first placement in a Tier 2 or short term Tier 3 Support Program with entry and exit plans developed by the MTSS team.

The program has specific guidelines for instruction, Social Emotional Learning, and outside agency support. Staff includes 1 SECL teacher/mental health professional and 2 para-professionals (Study Tutors) at each building site.

Students are assigned to the PASS Program by the MTSS team with an individualized learning plan. Students are monitored on an hourly, daily, and/or weekly basis for success and at each 6 weeks. Student plans are reviewed by the building team for transition into the gen ed environment at 6 weeks. The individualized learning plan would include identifying specific behavior/mental health/academic interventions and would include opportunities for before/after school activities. Students would return to the classroom with a re-entry plan developed by the MTSS team. Decision rules for entry and exit will be developed by the Secondary Alternative Education Team.

Edmentum courses and Google classroom will support instruction and the curriculum would include Social Emotional Learning curriculum supported by Second Step, Rage to Reason, and resources identified by the team at an approximate resource and training cost of \$7000/year.

Gaps:

Professional development for PASS staff

Ombudsman Program

Ombudsman Educational Services (OMB) provides alternative education programs for middle and high school students who have demonstrated they are a danger to self and/or others. OMB provides a flexible schedule with morning and afternoon sessions. Ombudsman offers academic, social and behavioral support so that students earn their high school diplomas and are prepared to make positive choices about the future. Ombudsman utilizes a number of research-based curriculum resources to deliver its instructional model. Initial and ongoing teacher-led instruction is tailored to ensure each student earns the necessary credits to arrive at graduation in accordance with his or her success plan. Ombudsman's rigorous and relevant academic programs are accredited by Cognia and aligned to Common Core and state-specific standards.

Referrals to the local Ombudsman Program come from Grand Island Senior High School and on a limited basis from GIPS Middle Schools; this program is not available outside of this referral partnership. Referrals are made at weekly meetings via an electronic referral form. Students referred must have a record of behaviors that are a danger to self and/or others. If a student is on an IEP, the IEP team must meet to make the referral recommendation.

Students will receive a diploma from GIPS and may participate in GISH graduation. Students can earn credits to graduate early. Individual plans will be created to ensure college and career ready students.

- Enrollment CAP: 70 students, not to exceed 15% SE
- Criteria for HS Enrollment:
 - Reassignment Disposition: Policy 8450 and 8450.1
 - Pattern of Documented Disruptive Behaviors
 - Must be defined as unsafe or threatening behavior
 - Adjudications associated with the pattern of documented disruptive behaviors at school
 - Alternative to Expulsion
 - Weapons, Threats, etc.
 - Felony Charges in the Community
 - Factors that do not impact placement:
 - Response to other school academic interventions
 - Attendance patterns
 - District and State Assessment Patterns
 - IEP Students - Team must meet prior to referral to the committee.
- Non-Reassignment Placements:
 - Parent/Student Requests
 - Alternative Learner/Unique Learner Circumstances
 - Prior Enrollment (incoming students - not an automatic placement)
- Criteria for HS Exit:
 - Student Desire to Return to High School (not mandatory return)
 - On track for Credits
 - Attended OMB for at least 9 weeks.
 - Completed a personalized transition program (partial day attendance at GISH and at OMB)
 - Transition Team includes, Parent/Student, OMB Director, OMB Teacher, Academy Principal, Academy Counselor, SE support as needed.
 - No recurring behaviors that meet the assignment criteria.
- Criteria for MS Enrollment:
 - Alternative to Expulsion
- Criteria for MS Exit:
 - Return to middle school at the end of the expulsion period (Trimester)
 - Development of an intentional return to learn plan (MTSS Team)

Gaps:

- More spots and support needed for students requiring special education services - consider learning environment (current open space is not conducive)

- Develop a CTE experience to help students develop skills and talents in a career area.
 - Example: 4:00-5:00/6:00 pm Automotive Class at CPI.

GISH Online for Credit Recovery

GISH Online Policy for Credit Recovery DRAFT - [7551](#)

[GISH Online Guidelines](#)

Credit recovery is an alternative to course repetition for students who have previously failed a course required for high school graduation. Credit recovery targets the course standards in which students are deficient. Credit bearing courses include courses required for graduation in the areas of English, math, science, social sciences, and required electives such as health or personal finance. Courses required for graduation, but not included in allowable credit recovery offerings are physical education and choice/pathway electives available at GISH. Credit recovery courses are individualized to the student's plan of study to graduate.

Type of Instruction: Performance-based method for credit recovery classes utilizing a blended instructional approach with both onsite and online teacher support with approved online credit recovery courseware. Approved online credit recovery courseware for each content area is identified by the district curriculum office in alignment with state standards. In all cases, staff must regularly monitor and assess student progress toward mastery of the specific standards on which the students are working.

Enrollment Cap: 390 (Individual students taking 1 - 3 credit recovery courses within a single grade reporting period)

Criteria for Enrollment: A student qualifies for credit recovery if...

- Student has failed the course previously or was unable to take course with age aligned cohort.
- The needed class is outside of a student's age aligned cohort (ie. EL students).
- Has never attended GISH online or was highly successful in GISH online.

Process for Enrollment: [LINK](#)

Gaps:

Some students are requesting online access to accrue credits to graduate early. Migrant students are often credit deficient in terms of on time graduation, but did not fail the course; we should consider creating/expanding Migrant Education services to meet the needs of these students.

Success Academy

Success Academy offers innovative, non-traditional approaches for 6-12 learners to achieve academic and lifelong success.

- Referrals are made at weekly meetings via an electronic referral form. Students referred must have documentation of problem solving to meet personal and social emotional needs

- Progress updates 1 time per trimester (middle school) and 1 time per quarter (high school)
- Transition meetings for students adding dual enrollment AND/OR being considered for transition back to home school must occur 4 weeks in advance with home school counselor/administrator
- If a student is on an IEP, the IEP team must meet to make the referral recommendation.
- Middle School students are able to participate in activities at their home school
- High School Students will receive a diploma from GIPS and may participate in GISH graduation.

Success Middle School Programming:

- 40 students
- 20 students morning/20 students afternoon (academics and SEL)
- Focus of programming remains the same

Middle School Entrance Criteria:

- Emergency placement for multiple self harm
- Symptoms of Mental Health
- Anxiety related to current educational setting
- Parenting/Family Issues
- Habitual Truancy

Success Academy (SA) 9th Grade Programming:

- 24 students
- Focus of programming is on helping transition students to 10-12 GISH Academies
- Continuation of 6-8 needs, as necessary
- Career Exploration (S.A. Version of Freshman Seminar)
- Dual Placement at GISH, as possible

9th Grade Entrance Criteria:

- Emergency placement for multiple self harm
- Symptoms of Mental Health
- Anxiety related to current educational setting
- Parenting/Family Issues
- Habitual Truancy
- Need a year of transition into GISH

Success Academy 10th-12 Programing:

- 48-50 students
- Focus of programming is on supporting students to prepare for graduation, college, and/or career

- Dual Placement at GISH, as possible

10th-11th Entrance Criteria:

- Emergency placement for multiple self harm
- Symptoms of Mental Health
- Anxiety related to current educational setting
- Parenting/Family Issues
- Habitual Truancy
- At risk of dropping out due to (in combination) attendance, SEL, challenging life issues

Success Academy OASIS PROGRAMMING:

- 24-25 students
- 10th-12th grade students
- Must be currently enrolled at Success Academy but will work from HOME
- Will include parent and student meetings to address learning goals

Entrance Criteria:

- Symptoms/diagnosis of Mental Health
- Anxiety related to current educational setting
- Parenting/Family Issues
- Habitual Truancy
- At risk of dropping out due to (in combination) attendance, SEL, challenging life issues
- EXTREME Family/Home Circumstances (ex: student caring for terminally ill parent)

Gaps:

1. 2 adult SEL staff members for 6-8 programming (teacher/social worker/para) for full day programming
2. Space needed - Potential location change to Islander Annex for 6-8 programming
3. 1 teacher, 1 para for 9th programming
4. 9th grade GISH Social Workers will be responsible for SEL

Night Owl

Night Owl provides GISH students with an opportunity to earn credits in a non-traditional program. Night Owl is staffed by GISH educators from 4pm to 6:30pm Monday through Thursday. Students have an individualized schedule to meet their personal and social emotional needs. Night Owl staff can accommodate 15 to 20 students based on educational and social emotional needs of the students enrolled. Students remain a GISH student with an alternative schedule.

Referrals are made at weekly meetings via an electronic referral form. Priority will be given to seniors who are credit deficient (one or two semesters) compared to their cohort group or at risk

of dropping out due to being credit deficient. This program is meant for seniors and juniors but can be considered for Sophomores and Freshmen with extenuating circumstances.

Students referred must have documentation of problem solving to meet personal and social emotional needs. If a student is on an IEP, the IEP team must meet to make the referral recommendation before a student can be accepted into Night Owl.

Students will receive a diploma from GIPS and may participate in GISH graduation. Students can earn credits to graduate early. Individual plans will be created to ensure college and career ready students.

Monday-Thursday: 4:00-6:00pm

Attendance is mandatory (unless extenuating circumstances exist)

Number of Students:

- Maximum 20 students enrolled at any given point

Teacher-Student Ratio:

- 1:5-6

Teachers Needed:

- 3 teachers scheduled per night (at least 1 bi-lingual teacher, at least 1 SE teacher)

Other Staff Needed:

- 1 admin/coordinator(Coordinators average 3 days/week if not, more)

Grade Levels:

- 11-12-12x

Type of Schedule:

- 2 hours
- GISH Schedule determined by the intake interview
- Keep Academy seat

Types of Instruction:

- Edmentum - identified as Night Owl

Unique Selection Criteria for Students:

- Seniors and/or Juniors who are credit deficient (one or two semesters)
- Sophomores and Freshmen with extenuating circumstances (ex: EL student, . . .)
- Income provider for the family
- Parenting/Care Provider

Unique Components:

- Students remain a GISH student with an alternative schedule.
- Students will receive a diploma from GIPS and may participate in GISH graduation.

Transition:

- Weekly updates at Friday morning meetings with high school staff
- Transition meetings for students adding dual enrollment AND/OR being considered for transition back to home school must occur 4 weeks in advance with home school counselor/administrator

Facilities:

- Night Owl is housed at **Success Academy building**
 - Consider moving to CPI ?? - computer space
 - food/drink - nutrition services

Workforce Prep Academy (WPA - 644 South Locust)

Workforce Prep Academy serves GISH students who have qualified for special education and have an IEP currently in place. Students typically acquire academic information at a moderately slow pace and may be significantly disconnected and disengaged from the school setting.

The mission is to create a system of education and employment experiences that will enable young people to attain the knowledge and skills needed in the workplace of tomorrow and transition smoothly from their education to their career.

Criteria for WPA:

- Student must have an IEP
- Students typically acquire academic information at a moderately slow pace and may be significantly disconnected and disengaged from the school setting.
- Recommendations from IEP Team/SE Coordinator

Workforce Prep Academy provides students with the following:

- **Work-Based Learning** - is a dynamic education program that provides students a meaningful experience in the workplace while still in high school. Work-based learning bridges between the classroom and the community to create experiences that maximize student interest, motivation, creativity, and effort.
- **Career Awareness** - focuses on group activities that help students develop a general awareness of themselves, the world of work and its connection to education.
- **Career Exploration** - provides an opportunity for individual examination of career options that match a student's interests and aptitudes. Students learn what people do for a living and observe and interact with work based staff to learn about the demands of the workplace.
- **Career Preparation** - Activities that integrate academic and occupational skills learned in the classroom with skills learned on the job. Emphasis is on skill building, learning to work as a team member, establishing relationships, ethics and honesty and relating personal interests and abilities to real world career opportunities.
- **Career Applications** - competency-based educational experiences that occur at the workplace. These experiences provide students with opportunities to apply their skills learned to actual work experiences.

Specific Programs at the Workforce Prep Academy:

1. Workforce Prep Academy - Students who have completed their HS credits and need additional experience in the 5 areas listed above. Students receive instruction from a certified Special Education teacher and 5 Worksite trainers. This also includes "Islander Express" (GIPS Coffee Shop).
 - a. 20 students accepted at one time (Cap at 30)
 - b. Students can have a split schedule with GISH which includes their Academy pathway classes.
2. Workforce Prep Academy/GISH Online - Students who are in need of credit recovery and need a small learning environment. Students attend either a morning or afternoon session. Academics are paired with instruction in the 5 areas listed above. Students are supported by a certified SE Teacher and qualified Worksite trainers. Students can earn credits to graduate early.
 - a. 20 students accepted at one time (Cap at 30)

3. Workforce Prep Academy/Virtual - Students who are learning from home with the support of a certified SE teacher. Instruction will also include opportunities to transition to the WPA building and instruction in the 5 areas listed above which includes work experience.
 - a. 20 students accepted at one time (Cap at 30)

Students will receive a diploma from GIPS and may participate in GISH graduation. Individual plans will be created to ensure college and career ready students. Students are given the opportunity to participate in extracurricular activities at their home schools as this is a federal requirement for all students with disabilities.

Skills Academy

Skills Academy serves K-12 students who have qualified for special education and have an IEP currently in place that states the student has a need for significant specialized instruction in the area of social/emotional regulation. Additionally, students typically accepted in the program are verified as a student with an Emotional Disturbance or Other Health Impairment. A referral must be submitted and accepted in order for a student to transition into the program. The big ideas of the program include: multiple tiers of behavior support, evidence-based/scientifically validated interventions, progress monitoring, treatment integrity, data-based decision making, and collaborative problem solving. The program's main goal is to help the students build the skills necessary to be successful in order to transition back into the general education classroom. Skills Academy programs are located within the following schools: Dodge Elementary, Westridge Middle School, and the modulars at the Wyandotte Learning Center.

Qualification Criteria:

In order to respond to the cognitive behavioral therapy provided by the program, students must have a verbal IQ of 85 or above. Students must also be demonstrating significant dysregulation multiple times a week over several weeks. Significant Dysregulation is defined as: physical aggression, verbal aggression, elopement, or property damage. Additionally, students typically meet at least 2 of the following criteria:

- Treatment for mental health - documentation of a medical or psychological diagnosis with or without medication, and/or documentation of suicidal ideation
- External placements (hospitalizations, group homes, shelters, detention facility, foster care, or out of home placement)
- Receiving outside services (probation, counseling, DHHS, Region 3, Referral to Mid-Plains)

Student to Staff Ratio: 5:1

- Ideal Class Size: 5-8 Students
- Program Capacity: 48 students, or no more than 10 in a classroom.
 - K-5- 2 Teachers, 6 paras, 1 Support Staff person
 - 6-8- 2 Teachers, 4 paras, 1 Support Staff person
 - 9-12- 2 Teachers, 4 paras, 1 Support Staff person

- 1 Director, 1 secretary and 1 transition person that serves all levels

Parent engagement is critical to the success of students within the Skills Academy program. Parents are engaged through monthly progress meetings, daily communication through multimedia and copies of the student's daily behavior chart, and through annual IEP meetings.

The goal of the Skills Academy program is to help students to gain the skills needed in order to successfully transition back to the general education setting. Students begin to transition to the classroom as determined by collaboration among the educational team that includes Skills Academy staff and the home school staff. Students must work through the three levels of the program (Daily, Weekly, & Natural) in order to be eligible for transition. Transition begins once the student has completed 17 out of 20 days above 90% on the natural level depending on academic schedules and time of the school year. The last 7 days must be consecutively above 90% with no Zero Out Behaviors. The team will consist of: Skills Academy staff (e.g. teacher, counselor, school psychologist, and coordinator), parents, student (if appropriate), and staff from the transition school. Additional transitions may take place as determined appropriate by the IEP team until the student is successful in the least restrictive environment. Once the transition process has started, students who do not maintain their level will be reviewed by the Skills and/or Leadership Team to determine next steps for the student.

Students will receive a diploma from GIPS and may participate in GISH graduation. Students can earn credits to graduate early. Individual plans will be created to ensure college and career ready students through the use of Accellus & APEX courses as well as outings to visit colleges and visits to different job opportunities throughout the school year. Students in Skills are given the opportunity to participate in extracurricular activities at their home schools as this is a federal requirement for all students with disabilities. Access to summer school and after school is considered on an individual basis.

Project Search

Project Search is a collaboration between CHI St. Francis Medical Center, Nebraska Vocational Rehabilitation, DHHS, NE Commission for the Blind and Visually Impaired, and GIPS to support a transition program for students ages 18-21 years of age. This program fosters and facilitates the acquisition of jobs for students with disabilities.

The curriculum encompasses employability skills, functional academics, transition, job development and job readiness. Project Search provides internships to 18-20 students with the outcome of employability.

Indra House

The Transitional Living Program provides support for students with disabilities transitioning from school to community and adult life. Students are provided with opportunities to live, work, interact socially and access leisure activities in the community so that when they leave the educational system they will be ready to live a productive and happy life.

The program at Indra House supports students 18 to 21 years of age in an actual home setting. The home was built by the GIPS Construction students and is located across the street from GIPS.

Intermediate Services Program (ISP)

The Intermediate Services Program mission is to promote academic, behavioral, and social-emotional growth within a supportive environment based on positive behavior strategies, clear expectations, constructive feedback, and intensive social emotional learning. The Intermediate Services Program is a district-wide, multi-tiered behavior program for those students who need intensive support and instruction in behavioral and social-emotional skills. The program's main goal is to help the students build the skills necessary to be successful in order to transition back into the skills program's classroom or general education classroom.

The Intermediate Services Program philosophy is that students should be served in the least restrictive environment that allows for academic and behavioral success. Children would do well if they could. Therefore, programming includes a strong emphasis on the development of social and emotional skills that are taught daily and reinforced through spontaneous and planned interactions with staff and peers. These skills are based on research-based behavioral and cognitive theories of intervention. Academic instruction is individualized to meet each student's instructional needs while still being aligned with district curriculum requirements and state standards.

The Intermediate Services Program, currently provided at Walnut, is designed for students in kindergarten through fifth grade to empower them to develop the strategies and skills to overcome maladaptive behaviors and transition back into the Skills Academy or general education setting. Teacher:Student ratios are 1:1 for individualized learning. This option is used only when exhaustive interventions have been implemented without success in the child's general education/resource program including the levels of support in the Multi-tiered System of Support (MTSS) that includes all three tiers of instruction and support.

Gaps;

GIPS is working on a plan to support dysregulated students in the elementary classroom and building whether receiving SE support or not.

GRAND ISLAND PUBLIC SCHOOLS

8220 ADMISSION OF RESIDENT STUDENTS

All students, ages five to eighteen, whose parents or legal guardians reside in the Grand Island Public Schools shall be admitted to the public schools without payment of tuition. Any student shall also be admitted to the district upon request without paying tuition if at least one of the student's parents resides in the school district. Proof of residency or legal guardianship may be required by the school administration, and resident status may be terminated by relocation of parents or guardians outside the district.

Students shall attend the school in the attendance district in which they reside. Reassignment may be made by the superintendent or designee based on the capacity of the class, grade level, or program needed by the student.

Capacities will be based upon class/program guidelines:

Pre Kindergarten:	15 students/session	
Kindergarten and 1st:	20 students/class	19-23/class
2 nd to 3 rd :	23 students/class	21-25/class
4 th to 5 th :	25 students/class	23-27/class

Secondary capacities are still under review:

6 th to 8 th :	25 students/class	27-30/class
9 th to 12 th :	28 students/class (based on required classes)	27-30/class

The Board of Education reserves the right to alter capacity standards based upon unique conditions at the individual attendance centers. The above capacity standards are not meant to define individual class size or the point at which an additional classroom or teacher is required.

Capacity for Special Education and EL programs will be determined by appropriate administrative personnel and based on student number and specific needs of students participating.

Legal Reference: Neb. Statute 79-215

Policy Adopted - November 3, 1980

Policy Revised: 5-4-98

Policy Revised: 09/09/10

Policy Reviewed: 01-12-12

Policy Revised: 05-10-2012

Policy Revised: 03.13.2017

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

Agreement for Consulting Services

- A. Client:** Grand Island Public Schools
- B. Primary Contact:** Jennifer Worthington, Chief of Strategic Partnerships & Stakeholder Engagement
Email: jworthington@gips.org
Phone: 308.385.5900 ex. 201124
- C. Dates:** October 31, 2022: Executive Cabinet Session
January 2, 2023: LEAD GIPS
- D. Times:** 8:00 am – 5:00 pm (all day sessions both days)
- E. Topics:** Executive Cabinet: Day 2 Cohesion & Clarity
LEAD GIPS: TEAMinar
- F. Audience Descriptions:** Executive Cabinet (8)
LEAD GIPS (75)
- G. Consulting Resource:** Amie Gamboian, Principal Consultant
- H. Session Locations:** Executive Cabinet: Riverside Golf Club, Grand Island, NE
LEAD GIPS: TBD
- I. Session Requirements:** Executive Cabinet Session: 2 Post-It Flip Charts with hard back stands & 2 packages of Sharpie markers

LEAD GIPS Session: AV for PPT, 2 Flip Charts with hard back stands & 2 packages of Sharpie markers
- J. Additional Deliverables:** Continued coaching for Dr. Grover throughout journey
Coaching available to all Team 1 members as needed
Prep and debrief calls with Dr. Grover and Jennifer Worthington (both sessions)
Team communication & pre work (both sessions)
Facilitation: Working Genius Assessments (LEAD GIPS)
Working Genius Reports (Individual)
Working Genius Report (LEAD GIPS Team Map)
Additional Working Genius Team Maps (i.e. departments)
Organizational Health Workbooks (LEAD GIPS)
Flip Chart PDF Images (both sessions)
Slide Deck (LEAD GIPS Session)
Executive Summary & Notes (both sessions)
Next Steps Recommendations Plan (for Team 1)
- K. Total Fees:** \$37,500

a. Consulting: \$34,500 (discounted from \$36,000)
b. Materials: Executive Cabinet Session: \$0
LEAD GIPS: \$3,000 (total group)

L. Additional Expenses: Travel (mileage only)

M. Invoicing: Fees billed after sessions; payment is due within 30 days

N. Cancellation: If either sessions is cancelled, GIPS agrees to pay 50% of the consulting and materials fees for that session. If rescheduling occurs for either session, GIPS agrees to pay a \$5,000 reschedule fee. These fees represent reasonable estimates of lost fees associated with planning, session preparation & reservation of dates.

* Please initial _____

Both parties agree to terms of the contract. Please sign/return to Amie Gamboian.

For Table Group

For Grand Island Public Schools

Amie Gamboian

9/12/22

Amie Gamboian,
Principal Consultant, Table Group
CEO, Who You Are© Leadership Coaching

_____/_____/_____
Jennifer Worthington,
Chief of Strategic Partnerships &
Stakeholder Engagement
Grand Island Public Schools

GIPS BOE NEEDS ANALYSIS



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

Proposal: Approve the consulting agreement with Amie Gamboian , The Table Group for \$37,500.00

Submitted By: Jennifer Worthington

Date: September 29, 2022

1. What is the identified need?

The Superintendent and Executive Cabinet want to be very clear and cohesive with administrators, staff and the community. The book, *The Advantage* has a proven process that involves the Executive Cabinet and LEAD GIPS. This agreement includes her facilitation but also her coaching. The agreement provides materials, individual assessments and a Team Map. This is invaluable as we fully implement the process.

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

On Track to Thrive 2025 requires new systems to be put into place. In order to do this the entire organization needs to be aligned. As we've learned from Pat Lencioni's work, creating cohesion and clarity and then over communicating and reinforcing clarity leads to a healthy organization. This work has already led to more productive Executive Cabinet meetings. Cabinet members have each made an individual commitment to this work.

3. Proposed Action

Approve the consulting agreement with Amie Gamboian , The Table Group for \$37,500.00

4. Data/Research Assessed

Two books by Pat Lencioni, *The Advantage* and *Working Genius* provide data and research that Amie has presented and we have reviewed. Specific citations can be provided if requested.

5. Equity Analysis

The strategic plan is based on equity and excellence. If GIPS can improve cohesion and clarity the systems in the strategic plan will be more successful, understood by all staff, and longer lasting.

5. Stakeholder Group(s) Involved

Executive Cabinet and LEAD GIPS with results impacting students, staff, and community.

6. Summary

--

7. Fiscal Impact

Amount:	\$37,500
Source:	General Fund

Details:

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8. Person(s) Responsible for Implementation

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9. Implementation Plan

▲ Monitor/ Evaluate

Actions:	
Timeline:	

▲ Board or Committee Report/Follow-Up

Actions:	Report to board or PR/PD and/or Governance Committee
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Date for follow up: **January 2023**

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirty-First day of August in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

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

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

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

Cannon Moss Brygger & Associates P.C.
dba CMBA Architects
208 North Pine Street, Suite 301
Grand Island, Nebraska 68801

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

GI22025
GIPS-Howard Elem & Walnut MS Renovations
Howard Elementary School 502 W 9th Street
Walnut Middle School 1600 North Custer Avenue
Grand Island, Nebraska 68801

Walnut Middle School: Design of a new security vestibule at the existing school main entrance and administrative office space, and patria renovation of the existing administrative office space, and related site work.

Howard Elementary School: Design of a new security vestibule at the existing main entrance, and related site work

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
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

Final Program to be determined by meeting with Owner's representatives.

§ 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.)

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

.1 Design phase milestone dates, if any:

Final Construction Documents: February 15, 2023

- .2 Construction commencement date:

- .3 Substantial Completion date or dates:

- .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.)

Not Applicable (N/A)

§ 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, Director of Buildings & Grounds
Grand Island Public Schools
123 /S. Webb Road
PO Box 4904
Grand Island, Nebraska 68802

§ 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:

.2 MEP Engineer:

Engineering Technologies, Inc.
825 M Street
Suite 200
Lincoln, Nebraska 68508

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Jim Brisnehan, Principal Architect
CMBA Architects
208 North Pine Street, Suite 301
Grand Island, Nebraska 68801
Ph:308.384.4444
Email: Brisnehan.j@cmbaarchitects.com

§ 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:

R.O. Youker, Inc.
1201 O Street, Suite 310
Lincoln, Nebraska 68508
Ph: 402.477.7640

.2 Civil Engineer:

Olsson
201 E Second Street
Grand Island, Nebraska 68801

(Paragraphs deleted) Ph: 308.384.8750

§ 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 (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) 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 (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 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 (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

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§ 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 (\$ 3,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) 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

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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;

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- .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	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 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	Architect (Basic)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect (Basic)
§ 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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 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.)

§ 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.)

§ 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 Twelve (12) 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:

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

§ 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 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Walnut Middle School: Nine point Six Eight Percent (9.68) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

Howard Elementary School: Seven point Two Five Percent (7.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 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.)

§ 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.)

§ 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.)

Exhibit A: CMBA Hourly Rate Sheet

Employee or Category	Rate (\$0.00)
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§ 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)
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents; (construction documents only)
- .5 Postage, handling, and delivery; (construction documents only)
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) 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.

(Paragraph deleted)

§ 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 forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

One percent per month % (1.0%) per annum.

§ 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 law of Nebraska.

§ 12.2 Causes of action between the parties of this Agreement shall be governed by applicable Nebraska statutes of limitation.

§ 12.3 Insurance Limitations.

The Architect agrees to maintain a claims-made policy with limits in the aggregate amount of Two Million and no/100 Dollars (\$2,000,000.00) for a period of one (1) year after substantial cocompletion of the project. No claim shall be made against the Architect, his agents, consultants and/or employees more than ten (10) years after substantial completion of the project. If the Owner elect's additional coverage beyond the Architect's limits, the Owner shall notify the Architect and pay for such additional coverage; he agrees to look solely to the amounts available under the Architect's professional liability insurance policy for any claim arising out of, in connection with, or resulting from work under liability (direct or indirect) to the Owner, or anyone claiming through the Owner, for any alleged error, omission or other claims except to the extent of the limits of such insurance.

§ 12.4 Electronic Medium

This Because electronic data can be modified by persons (intentionally or otherwise) without notification to the author of said documents, the Architect reserves the right to remove all indication of his ownership and involvement in any electronic documents not held in his possession. Release of electronic data (with or without Architect’s name on it) absolutely does not constitute release regarding usage thereof. Owner may request and the Architect shall provide, electronic files for Owner’s use in the operation and maintenance of the Project. Owner understands that such warranties either expressed or implied, or merchantability for a particular purpose. Owner understands and accepts that electronic files deteriorate and can be modified inadvertently or otherwise without authorization of the Architect. Owner understands that electronic files are not contract documents and, in the event of a conflict, printed hard copy drawings and specifications issued by Architect shall take precedence to electronic media. Architect makes no representations as to compatibility, usability or readability of the electronic files resulting from the use of software, application packages, operating systems or hardware differing from those of the Architect.

§ 12.5 Hazardous Waste

This Any hazardous waste or asbestos-containing material required to be tested, identified, removed, encapsulated, or otherwise contained during the course of this project will be the responsibility of the Owner or their contractor(s). The Architect will be indemnified from any and all liability due to the removal, encapsulation, or containment of all such identified hazardous materials.

ARTICLE 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
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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


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

- .4 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)

Lisa Albers, Board President
(Printed name and title)



ARCHITECT (Signature)

Jim Brisnehan, Principal Architect
(Printed name, title, and license number, if required)



2022 STANDARD BILLING RATES

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

PRINCIPAL	\$180
SENIOR ARCHITECT	\$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