

# Loup City Public Schools Board of Education

Loup City Central Office  
800 N. 8th Street  
Loup City, NE

Phone: (308) 745-0120  
Fax: (308) 745-0130  
www.loupcitypublicschools.org

## Regular Session

Monday, April 10, 2023

7:30 PM

Loup City Public Schools Library Board Room

7:30 PM

1. Call Meeting To Order:
  - A. Pledge of Allegiance
  - B. Announce Open Meetings Act - Posted in Meeting Room
  - C. Approval of Agenda:
2. Consent Agenda:
  - A. Reading and Approval of Minutes
  - B. Publication of Meeting verification
  - C. Approve Contracts & Resignations
    1. Approve resignation of Roger Reikofski, Elementary Principal
    2. Approve resignation of Sarah Norseen, K-5 SPED teacher
3. Financial Report: Discuss, consider and take all necessary action to approve the financial Report and Payment of Invoices.
4. Hearing of the Audience:
5. Discussion Items:
  - A. Review the LCPS Continuous Improvement Process External Team report.
  - B. Discussion of Energy Savings Project with Navitas
6. Action Items:
  - A. Discuss, consider and take all necessary action to approve the Energy Performance contract with Navitas contingent upon approval of the Dollar and Energy Saving Loans Program (DES) application through the Nebraska Department of Environment and Energy.
  - B. Discuss, consider and take all necessary action to approve the 2023-2024 Classified Salary schedule
7. Principals Reports
  - A. Elementary Report: Mr. Reikofski
  - B. Secondary Report: Mr. Asche
8. Superintendent's Report
9. Committee Reports
  - A. Building, Grounds and Transportation committee
  - B. Curriculum and Americanism committee report
10. **Future Meetings/Reminders:**

Curriculum and Americanism committee, Monday, April 24, 7:30pm  
Building, Grounds and Transportation committee, Wednesday, April 26, 7:30pm  
Technology committee, Monday, May 1, 7:00pm  
Budget and Finance committee, Monday, May 8, 6:30pm  
Regular Board meeting, Monday, May 8, 7:30pm
11. Shouts Outs! Sr High Quiz Bowl team and coach Brenda Gregory are this year's LouPlatte Conference Champions!

FFA had a great State Convention with Danica Heil, Mallory Tuma and Landri Loos earning their **State Degrees**. Many Chapter members also earned individual honors and team honors in a host of competitions.

Loup City High School Envirothon team qualified for the state meet in Ogallala on April 26.

Thank you to Mr. Reikofski for his year of service and his "Heart for children."

12. Adjourn:

**Note 1:** The Board in its discretion may revise and consider any listed item at any time during the meeting.

**Note 2:** This agenda does not become final until 24 hours prior to the scheduled commencement of this meeting. All listed reports which are in writing are a part of the Agenda for this meeting and may contain action items or otherwise call for Board action on the subject matter(s) listed therein; complete copies of such reports, except for any legally confidential information are available upon request from the Office of the Superintendent of Schools as part of the agenda

**Note 3:** The Board of Education is empowered to act on any item listed on the Agenda at any time during the meeting, irrespective of the order listed. Further detail on agenda items may be obtained by speaking to the Superintendent. The Board of Education by the approval of all consent items is also approving, authorizing and directing the Board President, Board Secretary, the Superintendent or their designees to take or cause to be taken all necessary action and sign all documents necessary or appropriate to complete the matter or transaction as approved.

**Note 4:** The Open Meetings Act requires that agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Board releases its agenda well in advance of most meetings and desires that all interested persons are fully informed. Any interested person who has a question about a report or needs clarification about the sufficiently of any item on which action could be taken at this meeting should contact the Office of the Superintendent of Schools.

**Note 5:** The Board of Education reserves the right to go into closed session at its discretion, but will only do so for the prevention of needless injury to a person's reputation or for the protection of the public interest.

Loup City Public Schools Board of  
Education Regular Session  
Monday, March 13, 2023 7:30 PM Central

Loup City Public Schools Library Board Room  
800 North 8th Street  
Loup City, NE 68853-0628

Scott Friesen: Present, Michael Kaminski: Present, Eric Kowalski: Present, Kyle Kowalski:  
Present, Mike Krolikowski: Present, Janelle I Krzycki: Present, Jamie Lewandowski: Present,  
Loraine Panowicz: Present, Tina Treffer: Present. Present: 9.

1. Call Meeting To Order:

1.A. Pledge of Allegiance

1.B. Announce Open Meetings Act - Posted in Meeting Room

1.C. Publication of Meeting

Motion by Tina Treffer, seconded by Scott Friesen, to verify the publication of the meeting  
notice.. Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes,  
Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

1.D. Approval of Agenda:

Motion by Scott Friesen, seconded by Jamie Lewandowski, to approve the agenda as presented..  
Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes,  
Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

2. Consent Agenda:

Motion by Jamie Lewandowski, seconded by Kyle Kowalski, to approve all items on the consent  
agenda.. Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes,  
Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

2.A. Reading and Approval of Minutes

2.B. Approve Contracts & Resignations

2.B.1. Approve resignation of Jacob Hunter, math teacher

2.B.2. Approve resignation of Cami Badura, 7-12 SPED Teacher

2.B.3. Approve the hire of Jose Arredondo, English teacher

2.B.4. Approve the hire of Ramsey Hunt, Social Studies teacher

2.B.5. Approve the hire of Jason Sullivan, secondary principal

2.B.6. Approve the hire of Aryanna Warner, math teacher

3. Financial Report: Discuss, consider and take all necessary action to approve the financial Report and Payment of Invoices totaling **\$434,995.89**.

Motion by Janelle I Krzycki, seconded by Tina Treffer, to approve the financial reports and payment of invoices totaling \$434,995.89.. Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes, Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

4. Hearing of the Audience:

5. Action Items:

5.A. Discuss, consider and take all necessary action with regard to the purchase of Macbooks for faculty using ESSER Funds.

Motion by Scott Friesen, seconded by Jamie Lewandowski, to purchase 50 MacBooks totaling \$38,950 for faculty using ESSER Funds.. Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes, Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

6. Principals Reports

6.A. Elementary Principal Report: Roger Reikofski

6.B. Secondary Principal Report: Josh Asche

7. Superintendent's Report

8. Committee Reports

8.A. Curriculum Committee meeting

8.B. Technology committee

8.C. ALC Coop committee

9. Future Meetings/Reminders:

NRCSA Conference, March 23 & 24, Kearney

Curriculum and Americanism committee, Monday, March 27, 7:30pm

Building, Grounds and Transportation, TBD

Technology committee, Monday, April 3, 7:00pm

Budget committee, Monday, April 10, 6:30pm

<https://www.nrca.net/events/spring-conference>

10. Shouts Outs! Chloe Carkoski and Landri Loos on qualifying for the state speech meet.

Huge thank you to the elementary teachers involved in organizing the Read Across America Week and the Scholastic Book Fair.

Thank you to local businesses, Shelby Brandt and faculty for organizing Career Day.

Congratulations to the students and teachers who participated in the district History Day

competition. Amazing things happened that day!

Environthon Team qualified for the state competition in Ogallala, April 26.

Shout out to Mrs. Groteluschen for donating coins for books, last week and all of the 6th graders to join her with donating!

The 6th graders then decided to split the money donated between the Kindergarten - 5th grade to purchase books for their classrooms from the bookfair. Between Mrs. Groteluschen and the 6th graders \$80 was collected for each classroom to receive an extra \$8

11. Adjourn:

Motion by Eric Kowalski, seconded by Tina Treffer, to 8:30 p.m.. Motion Carried

Friesen: Yes, Kaminski: Yes, Kowalski: Yes, Kowalski: Yes, Krolikowski: Yes, Krzycki : Yes, Lewandowski: Yes, Panowicz: Yes, Treffer: Yes

Yes: 9, No: 0

# Loup City Public Schools

## Public Notice for April 10, 2023

The Board of Education of Loup City Public Schools will meet in **regular session** on **April 10, 2023**, at **7:30 PM** in the Loup City Public Schools, Room 334, 800 North 8th Street, Loup City, NE 68853-0628. An agenda for the meeting, which shall be kept continually current, is readily available for public inspection at the Superintendent's office during normal business hours. The current meeting agenda is also available on our district website:

<http://www.loupcitypublicschools.org>.

March 15, 2023

Dear Dean Tickle and the Loup City Public Schools Board of Education Members,

This letter is to inform you that I have chosen not to accept any contract offer from Loup City Public Schools for the 2023-2024 School Year. With the end of the 2022-2023 school year at the end of May, 2023, all components and stipulations of my 2022-2023 contract will have been met in full and my tenure as Loup City Elementary School Principal will end.

I want to thank each and every person involved in any way with Loup City Public Schools who has helped me over these past 7 years to make this school a better place for students.

I wish nothing but the best to everyone who will continue to strive for a positive, nurturing and upbeat educational system for the Loup City Public Schools and the students and families it serves.

Thank You.

Sincerely,



Roger Reikofski, Principal  
Loup City Elementary School

Thursday, April 6, 2023

800 N 8th St.  
Loup City, NE 68853

Dear Mr. Reikofski and Mr. Tickle,

Please accept this letter as my official resignation from my position as the K-5 Special Education teacher with Loup City Public Schools. My final day of employment will be May 22, 2023. After much contemplation, I have made the decision to accept a job in a school district where I will have the opportunity to further my talents and grow as an educator.

To my Loup City Public Schools family: thank you for your support both professionally and personally over the last eight years. I have been blessed with amazing teachers while attending LCPS as a student and have had the opportunity to work alongside these people as colleagues and friends. To the Loup City Public Schools community: thank you for the relationships that I've built with you and your children. It truly takes a village to provide a solid foundation for our future youth. Lastly, to my students, both past and present: thank you for trusting me to teach you. For every memory, every joy and triumph, setback and mistake, growth and achievement, thank you.

I am forever grateful for these relationships and the opportunities presented. I will do all that I can in assisting with the transfer of responsibilities before I leave. Please feel free to contact me if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads "Sarah M. Gundermeier-Norseen". The signature is written in a cursive style with a long, sweeping underline.

Sarah Norseen



U.S. BANK  
P.O. BOX 6343  
FARGO ND 58125-8343



ACCOUNT NUMBER 4485 5945 5562 1299  
STATEMENT DATE 03-15-2023  
AMOUNT DUE \$7,445.91  
NEW BALANCE \$7,445.91  
PAYMENT DUE ON RECEIPT

00000540101 SP 0.600 106481690868932 P  
LOUP CITY PUBLIC SCHOOLS  
ATTN MAKENZI WOOLLEN  
800 NORTH 8TH STREET  
BOX 628  
LOUP CITY NE 68853-0628

AMOUNT ENCLOSED  
\$

Please make check payable to  
U.S. BANK

U.S. BANK  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

4485594555621299 000744591 000744591

ease tear payment coupon at perforation.

### ACCOUNT MESSAGES

our account is past due \$3,851.92. Past due amount is included in the minimum payment. Please remit immediately.

CORPORATE ACCOUNT SUMMARY									
LOUP CITY PUBLIC SCH 4485 5945 5562 1299	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance	
Company Total	\$4,793.24	\$3,593.99	\$0.00	\$0.00	\$0.00	\$0.00	\$941.32	\$7,445.91	

CORPORATE ACCOUNT ACTIVITY				
LOUP CITY PUBLIC SCHOOLS 4485-5945-5562-1299			TOTAL CORPORATE ACTIVITY \$941.32 CR	
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-21	02-18	7479826305200000000044	PAYMENT - THANK YOU 00000 C	941.32 PY

NEW ACTIVITY				
LOUP CITY SCHOOLS 1 4485-5902-0018-1663	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$362.52	\$0.00	\$362.52

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER  4485-5945-5562-1299		ACCOUNT SUMMARY		
	STATEMENT DATE 03/15/23	DISPUTED AMOUNT .00	PREVIOUS BALANCE	4,793.24	
SEND BILLING INQUIRIES TO:  U.S. BANK P.O. Box 6335 Fargo, ND 58125-6335		AMOUNT DUE		PURCHASES & OTHER CHARGES	3,593.99
		7,445.91		CASH ADVANCES	.00
				CASH ADVANCE FEES	.00
				LATE PAYMENT CHARGES	.00
				CREDITS	.00
				PAYMENTS	941.32
				ACCOUNT BALANCE	7,445.91



Company Name: LOUP CITY PUBLIC SCHOOLS
Corporate Account Number: 4485 5945 5562 1299
Statement Date: 03-15-2023

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-16	02-14	24226383046360101503086	SAMSClub #6461 GRAND ISLAND NE	155.52
02-17	02-15	24445003047500413978652	DOLLAR GENERAL 15403 LOUP CITY NE	72.00
02-20	02-18	24445003050500500069930	DOLLAR GENERAL 15403 LOUP CITY NE	135.00

<b>LOUP CITY SCHOOLS 2</b> 4485-5900-0366-3396	<b>CREDITS</b> \$0.00	<b>PURCHASES</b> \$74.90	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$74.90
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-13	03-10	24760623070300000248003	BATTERY BROKERS LLC 862-8123023 NJ	74.90

<b>LOUP CITY SCHOOLS 3</b> 4485-5910-0247-8141	<b>CREDITS</b> \$0.00	<b>PURCHASES</b> \$18.63	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$18.63
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-16	02-14	24427333046710018342683	CHICK-FIL-A #02974 PAPILLION NE	9.51
02-17	02-15	24316053047548251638582	SHELL OIL 12743010014 LA VISTA NE	9.12

<b>LOUP CITY SCHOOLS 4</b> 4485-5910-0247-7929	<b>CREDITS</b> \$0.00	<b>PURCHASES</b> \$672.98	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$672.98
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-17	02-16	24231683047970572395674	RAISING CANE'S #238 COUNCIL BLUFF IA	75.66
02-20	02-17	24137463048500771712188	TST* OMAHA TAP HOUSE - DO OMAHA NE	120.39
02-20	02-18	24137463050600175344904	TST* HUHOT MONGOLIAN GRIL OMAHA NE	118.37
02-20	02-18	24269793049300580768003	PICKLEMANS 17 OMAHA NE	93.36
02-22	02-20	24445003052500448038938	DOLLAR GENERAL 15403 LOUP CITY NE	45.00
03-10	03-09	24009583068200157357477	SCHOLASTIC BOOK FAIRS R4 LAKE MARY FL	220.20

<b>LOUP CITY SCHOOLS 6</b> 4485-5929-0015-0964	<b>CREDITS</b> \$0.00	<b>PURCHASES</b> \$2,464.96	<b>CASH ADV</b> \$0.00	<b>TOTAL ACTIVITY</b> \$2,464.96
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Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-17	02-16	24445003048400164249016	SAMS CLUB #6461 GRAND ISLAND NE	123.52
02-20	02-18	24943003050708522382655	EVEN HOTEL OMAHA OMAHA NE	443.65
			1457038 ARRIVAL: 02-15-23	
02-20	02-18	24943003050708522385542	EVEN HOTEL OMAHA OMAHA NE	443.65
			1457034 ARRIVAL: 02-15-23	
02-20	02-18	24943003050708522385831	EVEN HOTEL OMAHA OMAHA NE	447.44
			1457037 ARRIVAL: 02-15-23	
02-20	02-18	24943003050708522386789	EVEN HOTEL OMAHA OMAHA NE	443.65
			1457035 ARRIVAL: 02-15-23	
02-20	02-18	24943003050708522387712	EVEN HOTEL OMAHA OMAHA NE	443.65
			1457036 ARRIVAL: 02-15-23	
03-06	03-03	24011343062000033645165	CANVA* I03713-17939926 HTTPSCANVA.CO DE	119.40



Company Name: LOUP CITY PUBLIC SCHOOLS
Corporate Account Number: 4485 5945 5562 1299
Statement Date: 03-15-2023

Department: 00000 Total:	\$3,593.99
Division: 00000 Total:	\$3,593.99



sam's club

Self Checkout

CLUB MANAGER CARLOS DILLON  
(308) 384-0622  
GRAND ISLAND, NE

02/14/23 17:03 4264 06461 09 9090

ERICSON

E	980321601	SK/SO OLY PE	25.90	N
E	980321601	SK/SO OLY PE	25.90	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	542089	ICE MOUNTAIN	0.32	N
E	209366	GATORADE UPF	17.00	N
E	209366	GATORADE UPF	17.00	N
E	209366	GATORADE UPF	17.00	N
		SUBTOTAL	155.52	

TOTAL	155.52
VISA TEND	155.52
**** * 1663 1 3	

VISA CREDIT  
APPROVAL # 054116  
ID A0000000031010  
CAC 6ACB07DC70945-9  
TERMINAL # 22063460

CHANGE DUE 6.00

Visit [samsclub.com](http://samsclub.com) to see your savings

# ITEMS SOLD 11

TC# 5866 6940 9301 5794 6746 0



\*\*\* MEMBER COPY \*\*\*

DOLLAR GENERAL STORE #15403  
LOUP CITY, NE 402-318-5653

16.90Z PL PK DT PE 012000171956 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
16.90Z PL PK MTN D 012000504082 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
DIET MTN DEW 6PK 1 012000107351 E	9.90
2 @ 4.95	
STORE DISCOUNT	0.90-
16.90Z PL PK PEPSI 012000504051 E	29.70
6 @ 4.95	
STORE DISCOUNT	2.70-
TOTAL SALE	\$72.00
Visa	1663 CHIP \$72.00
AUTH# 013125	
REF: 000000004134 AID: A0000000031010	

TOTAL SAVINGS

\$7.20

2023-02-15 09:52:57 15403 01 7871



890312780042239211415981919410546814321157

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\*\*\*\*\*  
Survey at [dgcustomerfirst.com](http://dgcustomerfirst.com)

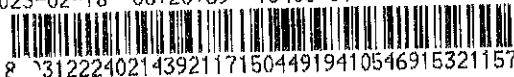
DOLLAR GENERAL STORE #15403  
LOUP CITY, NE 402-318-5653

DR PEPPER DIET 6PK 078000003888 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
16.90Z PL PK PEPSI 012000504051 E	39.60
8 @ 4.95	
STORE DISCOUNT	3.60-
DR PEPPER 6PK-16.9 078000003864 E	29.70
6 @ 4.95	
STORE DISCOUNT	2.70-
16.90Z PL PK MTN D 012000504082 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
A W ROOT BEER 6 16 078000052428 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
16.90Z PL PK DT PE 012000171956 E	19.80
4 @ 4.95	
STORE DISCOUNT	1.80-
TOTAL SALE	\$135.00
Visa	1663 CHIP \$135.00
AUTH# 013501	
REF: 000000004323 AID: A0000000031010	

TOTAL SAVINGS

\$13.50

2023-02-18 08:20:59 15403 01 8315



8 312224021439211715044919410546915321157

-----CUT HERE-----  
\*\*\*\*\*  
Survey at [dgcustomerfirst.com](http://dgcustomerfirst.com)  
For a chance to  
WIN \$100 Gift

Shipping address

tom.kuligowski@lcpublic.org  
800 8 st  
Loup City  
United States  
Nebraska  
68853

**Contact information**

loup city public  
schools  
tom.kuligowski@lcpublic.org  
+1(308)750-2173

**Products information**



Motorola HAE4003A Roof Mount Antenna UHF 450 - 470 MHz Antenna Kit  
CODE: HAE4003A

\$16.95

3

\$50.85

## Summary



FF45CR99944007

Payment method:	Credit card (Visa, Mastercard, American Express)
Shipping method:	Priority Mail
Subtotal:	\$50.85
Shipping cost:	\$24.05
Total:	\$74.90

Get social



#3  
Welcome to Chick-fil-A  
Papillion FSU (# 02974)  
Omaha, NE  
Owner: Josh Norton  
402-934-6601

#3  
Welcome to Shell

SHELL  
6912 S 110TH ST  
LA VISTA, NE 68128  
12743010014

CUSTOMER COPY  
2/14/2023 7:42:14 PM

02/15/2023 12:10:34 PM  
Register: 1 Trans #: 6050 Op ID: 1  
Your cashier: MAULIN

Order Number: 4628035

1 Meal-CFASan 8.85  
CFA Sand  
Fries MD  
Dt DrPpr MD  
Sub. Total: \$8.85  
Tax: \$0.66  
Total: \$9.51

4 Pc Tender \$6.99 101  
32 Oz Fountain Soda \$1.49 101  
-----  
Subtotal = \$8.48  
Tax = \$0.64  
-----  
Total = \$9.12

Change \$0.00  
Visa: \$9.51  
Register:7 Tran Seq No: 4628035  
Cashier:Fe

Change Due = \$0.00

Credit \$9.12

It was a pleasure serving you!  
Have a wonderful day.

VISA CREDIT USD\$9.12  
XXXX XXXX XXXX 8141  
Chip Read  
APPROVED  
AUTH # 053647 INV # 061259

Feb 14 2023 7:42 pm

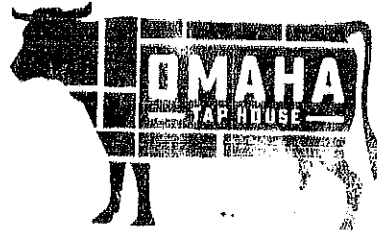
Mode: Issuer  
AID: A0000000031010  
TVR: 8000008000  
IAD: 06011203608000  
TSI: 6800  
ARC: 00

Card Number : \*\*\*\*\*8141  
Card Type : VISA  
Approval : 051503  
AID : A0000000031010

Customer Copy

THANK YOU COME AGAIN!

Please come again



2424 West Broadway  
Council Bluffs, IA 51501  
712-322-2374

Omaha Tap House - Downtown  
1403 Farnam St  
Omaha, NE 68102

Server: Jessica M  
Check #137  
Ordered: 2/16/23 6:30 PM  
Table 41

Check Number:  
10095

02/15/2023 6:31 PM  
10095  
Order Type: Dine In  
2 '3 FINGER COMBO' (@8.99) 17.98  
(2) 'FOUNTAIN DRINK'  
2 'BOX COMBO' (@10.59) 21.18  
(2) 'FOUNTAIN DRINK'  
'BOX COMBO' 10.79  
No slaw extra sauce  
'LEMONADE'  
'BOX COMBO' 10.79  
'LEMONADE'  
2 'CANES SAUCE' (@0.39) 0.78  
'3 FINGER COMBO' 9.19  
'LEMONADE'  
Subtotal 70.71  
Total Tax 4.95  
Dine In Total 75.66  
VISA #XXXXXXXXXXXX7929 75.66  
Auth:013312

3 Water \$0.00  
Lemonade \$3.49  
Flav. Lemonade \$3.99  
2 Soda \$6.98  
Jalapeno Popper Burger \$13.99  
Cajun Fries \$0.99  
Ranch \$1.00  
Boneless Wings - 6 \$7.99  
Side Hand Cut Fries \$3.49  
Build Your Own Burger \$9.99  
SD Fried Pickles \$2.99  
Cheddar \$0.99  
Build Your Own Burger \$9.99  
SD Fried Pickles \$2.99  
American \$0.99  
Build Your Own Burger \$9.99  
American \$0.99  
Pepperjack Mac 'n Chev \$12.99  
Jalapeno Fries \$0.99  
Ranch \$1.00  
Blue Cheese Bacon Burger \$13.99

Subtotal \$109.81  
Tax \$10.58  
Total \$120.39

\* \* Customer's Copy \* \*  
Questions or Comments?  
Customer Relations  
WWW.HICANES.COM  
833-HI-CANES (833-442-2637)

--- Check Closed ---

Join our e-club!  
Sign up at ==> omahataphouse.com

THANK YOU FOR VISITING TODAY!



HuHot Mongolian Grill  
 990 S 72nd St  
 Omaha, NE 68114  
 402-933-9550



Picklemans Gourmet Cafe 17  
 1503 Farnam St  
 Omaha, NE 68102  
 Phone: 402-505-9775  
 www.picklemans.com

Ord #273  
 In-Store

Server: Gideon N  
 Check #184 Table 13  
 Guest Count: 7  
 Ordered: 2/18/23 5:54 PM

6 Grill Meal\* \$101.94  
 2 Coca-Cola \$5.98  
 Subtotal \$107.92  
 Sales Tax \$7.56  
 Omaha Rest. Tax \$2.89  
 Total \$118.37

Input Type  
 C (EMV Chip Read)  
 VISA CREDIT xxxxxxxx7929  
 Time 6:20 PM

Transaction Type Sale  
 Authorization Approved  
 Approval Code 016830  
 Payment ID dqKHdnPgYqwm  
 Application ID A0000000031010  
 Application Label VISA CREDIT  
 Terminal ID 471d53782d077bd7  
 Card Reader BBPOS

Empl: Alexis W. 2/17/2023 5:54 PM

1 Chips 0.00  
     Original Salted 1.99  
 1 #12 Chicken Giardiniera 8.49  
     White  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 12 Thin C Pepperoni Pizza 10.99  
     No Ranch  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 12 Thin C Pepperoni Pizza 10.99  
     No Ranch  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 Chocolate Chip Cookie 1.39  
 1 Chips 0.00  
     Original Salted 1.99  
 1 #7 Hodge Podge 9.99  
     White  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 Chips 0.00  
     Original Salted 1.99  
 1 #13 BLTC 7.99  
     White  
 1 Fountain Drink 0.00  
     Coke 2.69  
 1 Chips 0.00  
     Original Salted 1.99  
 1 #17 Chipotle Chicken 8.49  
     White  
 1 Fountain Drink 0.00  
     Coke 2.69

Subtotal 85.12  
 Tax 8.24  
 Total 93.36

VISA 7929 Payment 93.36

Tip

FFA School Credit Card

SCHOLASTIC

LOUP CITY PUBLIC SCHOOLS  
800 N 8TH ST  
LOUP CITY NE 68853

#4  
elem  
Principal

DOLLAR GENERAL STORE #15403  
1259 HIGHWAY 92, P.O. BOX 6  
LOUP CITY, NE 68853  
(402) 318-5653

Fair ID: 5235754

March 9, 2023 at 4:10 PM

SALE TRANSACTION

Purchase

SOUR DUDES FILLED STR \$1.00  
41396051139  
MILK DUDS THEATER BOX \$1.00  
10700021526  
MIKE IKE TROPICAL TB \$1.00  
70970471261  
TROLLI FRUIT PUNCH \$1.00  
41420069994  
TROLLI SOUR CRAWLERS \$1.00  
41420069987  
TROLLI SB CRAWLR VERY \$1.00  
41420069895  
REESES SNACK SIZE \$4.50  
34000402113  
SOUR PATCH W MELON THE \$1.00  
70462082517  
TWIZZLER STRAWBERRY P \$1.00  
34000544059  
TWIZZLER STRAWBERRY P \$1.00  
34000544059  
KIT KAT SNACK SIZE \$4.50  
34000087525  
TWIX FUN SIZE \$5.00  
40000505488  
REESES SNACK SIZE \$4.50  
34000402113  
MARS VARIETY BAG \$4.00  
40000575658  
SNICKERS FS 10.59OZ \$5.00  
40000505334  
\$5.00 less promo \$0.50  
KIT KAT SNACK SIZE \$4.50  
34000087525  
TWIX FUN SIZE \$5.00  
40000505488  
\$5.00 less promo \$0.50  
Discount -\$1.00  
Items in Transaction: 17  
Balance to pay \$45.00  
Visa \$45.00

Sale # 119  
Register 500-021-131  
Item Count 17  
Trans # 8047882305829614

INVISIBLE 12.99T  
GROUND ZERO 8.99T  
HUMMINGBIRD 8.99T  
HIGH SCORE 7.99T  
SHAPE OF THUNDER 7.99T  
GAME OVER 3.00T  
DOG MAN AND CAT ..#4 UPDATED (POB) 12.99T  
DOG MAN MOTHERIN..EIGHTS #10 (POB) 12.99T  
DOG MAN GRIME & ..ISHMENT #9 (POB) 12.99T  
DOG MAN FETCH-22 #8 (POB) 12.99T  
DOG MAN FOR WHOM ..L ROLLS #7 (POB) 12.99T  
DOG MAN BRAWL OF ..#6 UPDATED (POB) 12.99T  
DOG MAN #1 UPDATED (POB) 12.99T  
I FOUND A KITTY 6.99T  
NOODLE & THE NO BONES DAY (HC) 18.99T  
SO MUCH SNOW (HC) 18.99T  
WHEN THINGS AREN..GHT GO LEFT (HC) 18.99T

Item Total 204.84

Tax Summary  
Sales Tax (7.5%) 15.36

Subtotal 204.84  
Tax 15.36

Total 220.20  
Visa 220.20

\*7929 Exp. \*\*/\*\*  
Entry: Chip  
Auth Code: 078685  
SEQ: 000046  
AID: A0000000031010  
Appl Label: VISA CREDIT  
TVR: 8000008000  
TSI: 6800  
CVM: Signature

Thank you for shopping at our school's  
Scholastic Book Fair.

Shop online all year to earn rewards for  
your school: [scholastic.com/fair](http://scholastic.com/fair)

PAYMENT CARD PURCHASE TRANSACTION  
CUSTOMER COPY

VISA CREDIT \*\*\*\*\*7929  
Type: CONTACTLESS Auth Code: 017649  
MID: \*\*\*\*\*27013 TID: \*\*\*\*6000  
TOTAL PURCHASE \$45.00

No Cardholder Verification

Please retain for your records

\*\*YOU HAVE SAVED  
1.00  
ON OUR MULTISAVE PROMOTIONS\*\*

Total On Sale Savings \$1.00  
Total Savings today is \$1.00

Save Time Save Money





sam's club

CLUB MANAGER CARLOS DILLON  
( 308 ) 384 - 0622  
GRAND ISLAND, NE

02/16/23 15:25 6992 06461 006 2638

G

E	980149558	M&M'S VRTY F	25.98	N
E	34327	REESE'S KS F	38.88	N
E	328189	TWIX SNGL 3F	32.68	N
E	980321601	SK/SB VTY PF	25.98	N
		SUBTOTAL	123.62	

TOTAL 123.52

VISA TEND 123.52

P.O. # 0  
 VISA CREDIT \*\*\* \*\* 0964 I 3  
 APPROVAL # 000770  
 AID A000000031010  
 AAC A3AD140292ED0538  
 TERMINAL # 22296706  
 CHANGE DUE 0.00

Visit [samsclub.com](http://samsclub.com) to see your savings

# ITEMS SOLD 4

TC# 0183 1145 4272 0317 9973 5



\*\*\* MEMBER COPY \*\*\*



02-18-23

<b>Jake Hunter</b> <b>800 N 8th Street</b> <b>Loup-City NE 68853</b> <b>United States</b>	Folio No. :	Room No. : <b>260</b>
	A/R Number :	Arrival : <b>02-15-23</b>
	Group Code :	Departure : <b>02-18-23</b>
	Company : <b>LEISURE</b>	Conf. No. : <b>41648865</b>
	Membership No. : <b>PC 204345935</b>	Rate Code : <b>IDME0</b>
	Invoice No. :	Page No. : <b>1 of 1</b>

Date	Description	Charges	Credits
02-15-23	ROOM REVENUE	113.05	
02-16-23	ROOM REVENUE	113.05	
02-17-23	ROOM REVENUE	217.55	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>443.65</b>
		<b>Balance</b>	<b>443.65</b>

**Guest Signature:** \_\_\_\_\_  
 I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



02-18-23

<b>Jake Hunter</b> <b>800 N 8th Street</b> <b>Loup-City NE 68853</b> <b>United States</b>	Folio No. :	Room No. : <b>258</b>
	A/R Number :	Arrival : <b>02-15-23</b>
	Group Code :	Departure : <b>02-18-23</b>
	Company : <b>LEISURE</b>	Conf. No. : <b>25899458</b>
	Membership No. : <b>PC 204345935</b>	Rate Code : <b>IDME0</b>
	Invoice No. :	Page No. : <b>1 of 1</b>

Date	Description	Charges	Credits
02-15-23	ROOM REVENUE	113.05	
02-16-23	ROOM REVENUE	113.05	
02-17-23	ROOM REVENUE	217.55	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>443.65</b>
		<b>Balance</b>	<b>443.65</b>

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



02-18-23

<b>Jake Hunter</b> <b>800 N 8th Street</b> <b>Loup-City NE 68853</b> <b>United States</b>	Folio No. :	Room No. : <b>256</b>
	A/R Number :	Arrival : <b>02-15-23</b>
	Group Code :	Departure : <b>02-18-23</b>
	Company : <b>LEISURE</b>	Conf. No. : <b>49081096</b>
	Membership No. : <b>PC 204345935</b>	Rate Code : <b>IDME0</b>
	Invoice No. :	Page No. : <b>1 of 1</b>

Date	Description	Charges	Credits
02-15-23	LONG DISTANCE 17:48 Room# 256 : Dialed# 3082020564 [00:01:00]	0.37	
02-15-23	HOTEL SALES TAX	0.03	
02-15-23	LONG DISTANCE 22:59 Room# 256 : Dialed# 3082020564 [00:04:00]	2.31	
02-15-23	HOTEL SALES TAX	0.16	
02-15-23	LONG DISTANCE 22:59 Room# 256 : Dialed# 3082020564 [00:02:00]	0.86	
02-15-23	HOTEL SALES TAX	0.06	
02-15-23	ROOM REVENUE	113.05	
02-16-23	ROOM REVENUE	113.05	
02-17-23	ROOM REVENUE	217.55	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - [www.ihgrewardsclub.com/review](http://www.ihgrewardsclub.com/review). We look forward to welcoming you back soon.

<b>Total</b>	<b>447.44</b>	<b>0.00</b>
<b>Balance</b>	<b>447.44</b>	

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



02-18-23

<b>Jake Hunter</b>	Folio No. :	Room No. : <b>264</b>
<b>800 N 8th Street</b>	A/R Number :	Arrival : <b>02-15-23</b>
<b>Loup-City NE 68853</b>	Group Code :	Departure : <b>02-18-23</b>
<b>United States</b>	Company : <b>LEISURE</b>	Conf. No. : <b>45853679</b>
	Membership No. : <b>PC 204345935</b>	Rate Code : <b>IDME0</b>
	Invoice No. :	Page No. : <b>1 of 1</b>

Date	Description	Charges	Credits
02-15-23	ROOM REVENUE	113.05	
02-16-23	ROOM REVENUE	113.05	
02-17-23	ROOM REVENUE	217.55	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>443.65</b>
		<b>Balance</b>	<b>443.65</b>

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.



02-18-23

<b>Jake Hunter</b> <b>800 N 8th Street</b> <b>Loup-City NE 68853</b> <b>United States</b>	Folio No. :	Room No. : <b>254</b>
	A/R Number :	Arrival : <b>02-15-23</b>
	Group Code :	Departure : <b>02-18-23</b>
	Company : <b>LEISURE</b>	Conf. No. : <b>28834816</b>
	Membership No. : <b>PC 204345935</b>	Rate Code : <b>IDME0</b>
	Invoice No. :	Page No. : <b>1 of 1</b>

Date	Description	Charges	Credits
02-15-23	ROOM REVENUE	113.05	
02-16-23	ROOM REVENUE	113.05	
02-17-23	ROOM REVENUE	217.55	
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihgrewardsclub.com/review">www.ihgrewardsclub.com/review</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>443.65</b>
		<b>Balance</b>	<b>443.65</b>

**Guest Signature:** \_\_\_\_\_

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---

**Fwd: Your Canva invoice**

1 message

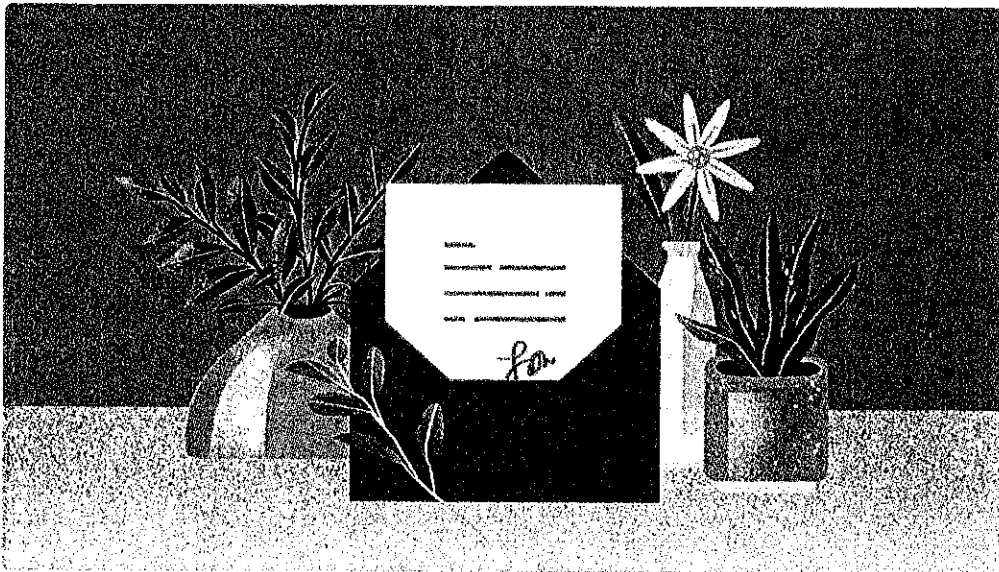
---

**Roger Reikofski** <roger.reikofski@lcpublic.org>  
To: Jami Spotanski <jami.spotanski@lcpublic.org>

Wed, Mar 22, 2023 at 10:14 AM

Yes I did, here it is...  
Thanks.  
R

----- Forwarded message -----  
From: **Canva** <no-reply@canva.com>  
Date: Fri, Mar 3, 2023 at 7:36 AM  
Subject: Your Canva invoice  
To: <roger.reikofski@lcpublic.org>



## Your invoice

Thank you for your purchase! Your invoice details are below.

**INVOICE**

03713-17939926

**DATE OF ISSUE**

Mar 3, 2023

**BRAND ID**

BAEU5bIBOoU  
Loup City Schools Team

**BILLED TO**

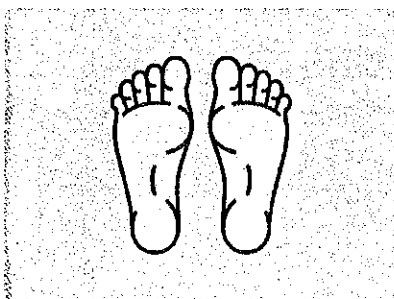
Card (Visa - 0964)

## Details

ITEM	AMOUNT
Subscription charges	\$119.40
<b>Charged:</b>	<b>\$119.40</b>

[View details](#)

[View all invoices](#)




### Did you know?

One quarter of your bones are in your feet.

You received this email because you made a purchase on Canva. If this was sent to you by mistake, please contact support.



Made for you with  from Canva  
Canva®, 110 Kippax St, NSW 2010, Australia

--  
Roger Reikofski, Elementary Principal  
Loup City Public Schools  
308.745.0603

Loup City Public Schools		
ALMQUIST MALTZAHN GALLOWAY & LUTH PC	125 PLAN ADMINISTRATION	\$ 159.00
AMAZON CAPITAL SERVICES	SPED SUPPLIES/SUPPLIES/LIBRARY	\$ 949.35
APPLE INC	MACBOOKS	\$ 38,950.00
BLACK HILLS ENERGY	SERVICE	\$ 9,994.84
CENTURY LINK	SERVICE	\$ 445.45
CITY OF LOUP CITY	SERVICE	\$ 352.56
CORPORATE PAYMENT SYSTEMS	SUPPLIES	\$ 433.13
D & M SECURITY INC.	ALARM MONITORING	\$ 261.00
DAS STATE ACCOUNTING--CENTRAL FINANCE	SERVICE	\$ 238.13
E S U #10	SERVICES	\$ 16,079.00
EAKES OFFICE PLUS	FAX CONTRACT/PRINTER	\$ 2,676.96
ERICSON FORD, INC.	BUS INSPECTION	\$ 165.63
HENRY, KIMBERLY	2023 NETA PARKING	\$ 20.00
HOME DEPOT PRO, THE	CUSTODIAL SUPPLIES	\$ 833.00
HOMETOWN LEASING	LEASE	\$ 809.60
JOE'S MARKET	FCS SUPPLIES	\$ 96.85
JOSTENS INC.	CUSTOMIZED COVERS	\$ 200.95
KANSAS CITY AUDIO-VISUAL, INC	MOBILE STAND FOR PANELS	\$ 5,921.80
KUSZAK HARDWARE & VARIETY	CUSTODIAL SUPPLIES	\$ 176.67
LOUP CITY AUTO PARTS	PARTS	\$ 71.93
LOUP CITY LUNCH FUND	SCHOOL REVIEW/SNACKS	\$ 402.50
LOUP CITY PROPANE	GREENHOUSE PROPANE	\$ 497.25
MATHESON TRI-GAS, INC.	IND TECH SUPPLIES	\$ 72.93
MCCLARY STORAGE	CAR WASH TOKENS	\$ 100.00
MCI MEGA PREFERRED	SERVICE	\$ 64.90
MENARD'S	CUSTODIAL SUPPLIES	\$ 1,142.77
MIDTOWN TIRE & AUTO LLC	REPAIR	\$ 1,083.31
NEBRASKA CENTRAL EQUIPMENT	BUS PARTS	\$ 268.15
NEBRASKA GLASS COMPANY	WINDSHIELD REPAIR	\$ 39.95
NEBRASKA PUBLIC POWER DISTRICT	SERVICE	\$ 5,402.75
NETA	NETA CONFERENCE	\$ 219.00
ONE SOURCE	BACKGROUND CHECK	\$ 40.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES	POSTAGE LEASE	\$ 240.45
PRESTO-X COMPANY	SERVICE	\$ 166.11
QUILL CORPORATION	INK CARTRIDGES	\$ 159.99
RASMUSSEN MECHANICAL SERVICES	MAINTENANCE/REPAIR	\$ 1,833.00
SHERMAN COUNTY TIMES	ADVERTISEMENT	\$ 130.40
STERICYCLE, INC.	SERVICE	\$ 104.64
STEVENS MEDICAL CLINIC PC	CDL PHYSICAL	\$ 200.00
VCHS MEDICAL CLINIC-ORD	ASCHE CDL PHYSICAL	\$ 136.00
VERIZON WIRELESS	SERVICE	\$ 67.42
WHOA AND GO	FUEL	\$ 1,376.88
<b>TOTAL</b>		<b>\$ 92,584.25</b>
<b>PAYROLL</b>		<b>\$ 388,341.52</b>
		<b>\$ 480,925.77</b>

**LUNCH PAYROLL \$16,294.13**



**Expenditure Report by Function/Object -  
Summary**

04/06/2023 01:04 PM

User ID: JS

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6412	IDEA PART B PROPORTIONATE SHARE	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00
6421	IDEA PART B (611) ARP BASE & POVERTY 0 TO 21	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00
6422	IDEA PRESCHOOL (619) ARP BASE/ENROLL POVERTY	1,200.00	0.00	0.00	0.00	1,200.00	0.00	0.00	1,200.00
6968	TITLE IV, PART B 21ST CENT COMM LRNING	79,550.00	5,507.85	43,783.21	55.04	35,766.79	0.00	0.00	35,766.79
6996	ESSER I	0.00	0.00	1,374.26	0.00	(1,374.26)	0.00	0.00	(1,374.26)
6997	ESSER II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6998	ESSER III	0.00	46,871.80	75,472.55	0.00	(75,472.55)	0.00	0.00	(75,472.55)
8000	TRANSFERS (OUTGOING)	0.00	0.00	42,580.23	0.00	(42,580.23)	0.00	0.00	(42,580.23)
9000	NON-PROGRAM EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01	General Fund	6,873,434.00	480,928.77	3,911,418.11	56.91	2,962,015.89	0.00	0.00	2,962,015.89

**Expenditure Report by Function/Object -  
Summary**

04/06/2023 01:04 PM

User ID: JS

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:	6,873,434.00	480,928.77	3,911,418.11	56.91	2,962,015.89	0.00	0.00	2,962,015.89

**2022-2023**

	Revised Budget	Expended during month	Expenditures to date	%of Budget (0.08%)	Balance EOM
Sep-20	\$ 6,597,847	\$ 443,559	\$ 443,558	6.72%	\$ 6,154,288
Sep-21	\$ 6,645,000	\$ 497,699	\$ 497,699	7.49%	\$ 6,147,301
Sep-22	\$ 6,873,434	\$ 538,234	\$ 538,234	7.83%	\$ 6,335,197
	Revised Budget	Expended during month	Expenditures to date	%of Budget (0.16%)	Balance EOM
Oct-20	\$ 6,597,847	\$ 486,826	\$ 930,384	14.10%	\$ 5,667,463
Oct-21	\$ 6,645,000	\$ 439,153	\$ 936,852	14.10%	\$ 5,708,148
Oct-22	\$ 6,873,434	\$ 478,457	\$ 1,016,694	14.79%	\$ 5,856,740
	Revised Budget	Expended during month	Expenditures to date	%of Budget (25%)	Balance EOM
Nov-20	\$ 6,597,847	\$ 458,810	\$ 1,389,194	21.06%	\$ 5,208,653
Nov-21	\$ 6,645,000	\$ 474,062	\$ 1,410,914	21.23%	\$ 5,234,086
Nov-22	\$ 6,873,434	\$ 515,581	\$ 1,542,132	22.44%	\$ 5,331,302
	Revised Budget	Expended during month	Expenditures to date	%of Budget (33.3%)	Balance EOM
Dec-20	\$ 6,597,847	\$ 399,784	\$ 1,788,978	27.11%	\$ 4,808,869
Dec-21	\$ 6,645,000	\$ 431,618	\$ 1,842,532	27.73%	\$ 4,802,468
Dec-22	\$ 6,873,434	\$ 461,760	\$ 2,003,895	29.15%	\$ 4,869,539
	Revised Budget	Expended during month	Expenditures to date	%of Budget (41.6%)	Balance EOM
Jan-21	\$ 6,597,847	\$ 422,721	\$ 2,211,700	33.52%	\$ 4,386,147
Jan-22	\$ 6,645,000	\$ 416,593	\$ 2,259,126	34.00%	\$ 4,385,874
Jan-23	\$ 6,873,434	\$ 442,246	\$ 2,446,144	35.59%	\$ 4,427,290
	Revised Budget	Expended during month	Expenditures to date	%of Budget (50%)	Balance EOM
Feb-21	\$ 6,597,847	\$ 446,704	\$ 2,658,403	40.29%	\$ 3,939,444
Feb-22	\$ 6,645,000	\$ 497,964	\$ 2,759,092	41.52%	\$ 3,885,907
Feb-23	\$ 6,873,434	\$ 507,204	\$ 2,953,348	42.97%	\$ 3,920,086
	Revised Budget	Expended during month	Expenditures to date	%of Budgetm (58.3%)	Balance EOM
Mar-21	\$ 6,597,847	\$ 385,949	\$ 3,044,352	46.14%	\$ 3,553,495
Mar-22	\$ 6,645,000	\$ 444,455	\$ 3,203,550	48.21%	\$ 3,441,450
Mar-23	\$ 6,873,434	\$ 434,999	\$ 3,398,347	49.44%	\$ 3,475,087
	Revised Budget	Expended during month	Expenditures to date	%of Budget (66.6%)	Balance EOM
Apr-21	\$ 6,597,847	\$ 415,468	\$ 3,459,820	52.44%	\$ 3,138,027
Apr-22	\$ 6,645,000	\$ 432,119	\$ 3,251,918	48.94%	\$ 3,393,082
Apr-23	\$ 6,873,434	\$ 480,929	\$ 3,911,418	56.91%	\$ 2,962,016
	Revised Budget	Expended during month	Expenditures to date	%of Budget (75%)	Balance EOM
May-21	\$ 6,597,847	\$ 445,034	\$ 3,904,853	59.18%	\$ 2,692,994
May-22	\$ 6,645,000	\$ 672,970	\$ 4,308,931	64.84%	\$ 2,336,069
May-23					
	Revised Budget	Expended during month	Expenditures to date	%of Budget (83.3%)	Balance EOM
Jun-21	\$ 6,597,847	\$ 578,850	\$ 4,483,704	67.96%	\$ 2,114,143
Jun-22	\$ 6,645,000	\$ 412,286	\$ 4,721,217	71.05%	\$ 1,923,783
Jun-23					
	Revised Budget	Expended during month	Expenditures to date	%of Budget (91.6)	Balance EOM
Jul-21	\$ 6,597,847	\$ 410,983	\$ 4,894,687	74.19%	\$ 1,703,160
Jul-22	\$ 6,645,000	\$ 523,299	\$ 5,233,900	78.76%	\$ 1,411,100
Jul-23					
	Revised Budget	Expended during month	Expenditures to date	%of Budget (100%)	Balance EOM
Aug-21	\$ 6,597,847	\$ 435,188	\$ 5,329,875	80.78%	\$ 1,267,972
Aug-22	\$ 6,645,000	\$ 458,149	\$ 5,704,097	85.84%	\$ 940,903
Aug-23					

**Fund: 01      General Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	LOCAL DISTRICT TAXES	0.00	0.00	2,614,440.30	0.00	(2,614,440.30)
01 1125	MOTOR VEHICLE TAX	0.00	0.00	114,955.71	0.00	(114,955.71)
01 1140	PENALTIES AND INTEREST	0.00	0.00	6,543.83	0.00	(6,543.83)
01 1510	INTEREST ON INVESTMENTS	0.00	3,597.80	13,758.67	0.00	(13,758.67)
01 1910	RENTAL OF SCHOOL EQUIP/FACILITIES	0.00	0.00	1.00	0.00	(1.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	1,808.10	0.00	(1,808.10)
01 1990	OTHER LOCAL RECEIPTS	0.00	0.00	505.00	0.00	(505.00)
	Subtotal: LOCAL RECIEPTS	0.00	3,597.80	2,752,012.61	0.00	(2,752,012.61)
01 2110	COUNTY FINES/LICENSE FEES	0.00	0.00	9,937.36	0.00	(9,937.36)
01 2210	ESU RECEIPTS	0.00	0.00	5,591.09	0.00	(5,591.09)
	Subtotal: COUNTY AND ESU RECEIPTS	0.00	0.00	15,528.45	0.00	(15,528.45)
01 3110	STATE AID	0.00	0.00	341,023.00	0.00	(341,023.00)
01 3120	SPED PROGRAMS (SCHOOL AGE)	0.00	0.00	72,901.25	0.00	(72,901.25)
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	11,228.15	0.00	(11,228.15)
01 3131	PROPERTY TAX CREDIT	0.00	0.00	224,527.19	0.00	(224,527.19)
01 3180	PRO-RATE MOTOR VEHICLE	0.00	0.00	2,613.83	0.00	(2,613.83)
01 3400	STATE APPORTIONMENT	0.00	0.00	59,881.48	0.00	(59,881.48)
01 3535	HIGH ABILITY LEARNERS GRANT	0.00	0.00	3,371.00	0.00	(3,371.00)
01 3541	EARLY CHILDHOOD ENDOWMENT GRANT	0.00	0.00	131,033.00	0.00	(131,033.00)
01 3990	OTHER STATE RECEIPTS	0.00	0.00	29,142.23	0.00	(29,142.23)
	Subtotal: STATE RECEIPTS	0.00	0.00	875,721.13	0.00	(875,721.13)
01 4505	TITLE I, PART A ESSA	0.00	0.00	61,453.00	0.00	(61,453.00)
01 4516	IDEA PRESCHOOL(619) BASE ALLOCATION	0.00	0.00	1,585.00	0.00	(1,585.00)
01 4518	IDEA PART B (611) BASE & POVERTY ALLOC	0.00	0.00	157,838.00	0.00	(157,838.00)
01 4521	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	2,319.00	0.00	(2,319.00)
01 4531	TITLE IV, PART B ESSA - 21ST CENT COMM	0.00	0.00	50,148.00	0.00	(50,148.00)
01 4709	MAAPS MEDICAID AMIN ACTIVITY	0.00	0.00	7,635.45	0.00	(7,635.45)
01 4996	ESSER I	0.00	0.00	49,353.00	0.00	(49,353.00)
01 4997	ESSER II	0.00	0.00	158,672.00	0.00	(158,672.00)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	489,003.45	0.00	(489,003.45)
01 5301	INSURANCE ADJUSTMENTS	0.00	0.00	5,505.00	0.00	(5,505.00)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	28.29	0.00	(28.29)
	Subtotal: 5000	0.00	0.00	5,533.29	0.00	(5,533.29)
01 9000	NON-PROGRAM RECEIPTS	0.00	0.00	40.29	0.00	(40.29)
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	40.29	0.00	(40.29)
	Fund Total:	0.00	3,597.80	4,137,839.22	0.00	(4,137,839.22)

**Fund: 02      Depreciation Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	INTEREST	0.00	1,390.51	4,265.82	0.00	(4,265.82)
	Subtotal: LOCAL RECIEPTS	0.00	1,390.51	4,265.82	0.00	(4,265.82)
02 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	31,512.00	0.00	(31,512.00)
	Subtotal: 5000	0.00	0.00	31,512.00	0.00	(31,512.00)
	Fund Total:	0.00	1,390.51	35,777.82	0.00	(35,777.82)

**Fund: 05      Activity Fund**

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1510	INTEREST	0.00	304.70	880.49	0.00	(880.49)
05 1710 0200	GENERAL ACTIVITIES REVENUE	0.00	0.00	10,667.75	0.00	(10,667.75)
05 1710 0201	RED RAIDER DRAMA REVENUE	0.00	0.00	4,711.20	0.00	(4,711.20)
05 1710 0202	RED RAIDER SPEECH REVENUE	0.00	0.00	3,526.00	0.00	(3,526.00)
05 1710 0203	DISTRICT EVENTS REVENUE	0.00	0.00	161.00	0.00	(161.00)
05 1710 0281	CHEERLEADERS REVENUE	0.00	0.00	2,285.00	0.00	(2,285.00)
05 1710 0282	CROSS COUNTRY REVENUE	0.00	0.00	1,207.00	0.00	(1,207.00)
05 1710 0289	VOLLEYBALL REVENUE	0.00	0.00	1,107.10	0.00	(1,107.10)
05 1710 0300	FFA REVENUE	0.00	0.00	31,607.00	0.00	(31,607.00)
05 1710 0303	DANCE TEAM REVENUE	0.00	0.00	1,478.52	0.00	(1,478.52)
05 1710 0306	BAND RESALE REVENUE	0.00	0.00	10.00	0.00	(10.00)
05 1710 0307	BAND FUNDRAISER REVENUE	0.00	0.00	2,108.00	0.00	(2,108.00)
05 1710 0308	ANNUAL STAFF REVENUE	0.00	0.00	527.00	0.00	(527.00)
05 1710 0310	STUDENT COUNCIL REVENUE	0.00	0.00	8,897.50	0.00	(8,897.50)
05 1710 0312	FCCLA REVENUE	0.00	0.00	3,984.00	0.00	(3,984.00)
05 1710 0336	CLASS OF 2024 REVENUE	0.00	0.00	7,645.77	0.00	(7,645.77)
05 1710 0337	CLASS OF 2025 REVENUE	0.00	0.00	906.50	0.00	(906.50)
05 1710 0338	CLASS OF 2026 REVENUE	0.00	0.00	2,140.60	0.00	(2,140.60)
05 1710 0339	CLASS OF 2027 REVENUE	0.00	0.00	1,003.00	0.00	(1,003.00)
05 1710 0340	CLASS OF 2028 REVENUE	0.00	0.00	35.00	0.00	(35.00)
05 1710 0600	TECHNOLOGY FEES REVENUE	0.00	0.00	618.00	0.00	(618.00)
05 1710 0905	ELEM PRINCIPAL REVENUE	0.00	0.00	482.28	0.00	(482.28)
05 1710 0907	FBLA REVENUE	0.00	0.00	5,101.82	0.00	(5,101.82)
Subtotal: LOCAL RECIEPTS		0.00	304.70	91,090.53	0.00	(91,090.53)
Fund Total:		0.00	304.70	91,090.53	0.00	(91,090.53)

**Revenue Summary Report**

Processing Month: 04/2023

User ID: JS

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	5,293.01	4,264,707.57	0.00	(4,264,707.57)

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	906.61	0.00	0.00	0.00	0.00	0.00	906.61
05 704 0200	GENERAL ACTIVITIES	66,364.70	2,074.49	304.70	0.00	0.00	0.00	64,594.91
05 704 0201	RED RAIDER DRAMA	110.32	0.00	0.00	0.00	0.00	0.00	110.32
05 704 0202	RED RAIDER SPEECH	4,316.71	31.98	0.00	0.00	0.00	0.00	4,284.73
05 704 0203	DISTRICT EVENTS	843.01	0.00	0.00	0.00	0.00	0.00	843.01
05 704 0281	CHEERLEADERS	(2,915.71)	0.00	0.00	0.00	0.00	0.00	(2,915.71)
05 704 0282	CROSS COUNTRY	146.81	0.00	0.00	0.00	0.00	0.00	146.81
05 704 0284	GIRLS BASKETBALL	639.81	0.00	0.00	0.00	0.00	0.00	639.81
05 704 0288	TRACK	588.59	0.00	0.00	0.00	0.00	0.00	588.59
05 704 0289	VOLLEYBALL	2,434.81	0.00	0.00	0.00	0.00	0.00	2,434.81
05 704 0300	FFA	6,472.71	2,375.68	0.00	0.00	0.00	0.00	4,097.03
05 704 0303	DANCE TEAM	(2,228.05)	0.00	0.00	0.00	0.00	0.00	(2,228.05)
05 704 0306	BAND RESALE	30.71	0.00	0.00	0.00	0.00	0.00	30.71
05 704 0307	BAND FUNDRAISER	3,321.66	0.00	0.00	0.00	0.00	0.00	3,321.66
05 704 0308	ANNUAL STAFF	(3,890.15)	0.00	0.00	0.00	0.00	0.00	(3,890.15)
05 704 0310	STUDENT COUNCIL	5,573.71	0.00	0.00	0.00	0.00	0.00	5,573.71
05 704 0312	FCCLA	2,916.91	0.00	0.00	0.00	0.00	0.00	2,916.91
05 704 0330	FCA	1,992.46	0.00	0.00	0.00	0.00	0.00	1,992.46
05 704 0332	CLASS OF 2021	(154.83)	0.00	0.00	0.00	0.00	0.00	(154.83)
05 704 0333	CLASS OF 2022	805.50	0.00	0.00	0.00	0.00	0.00	805.50
05 704 0335	CLASS OF 2023	3,131.32	1,008.00	0.00	0.00	0.00	0.00	2,123.32
05 704 0336	CLASS OF 2024	6,405.33	1,304.52	0.00	0.00	0.00	0.00	5,100.81
05 704 0337	CLASS OF 2025	1,393.55	0.00	0.00	0.00	0.00	0.00	1,393.55
05 704 0338	CLASS OF 2026	2,077.60	0.00	0.00	0.00	0.00	0.00	2,077.60
05 704 0339	CLASS OF 2027	733.50	0.00	0.00	0.00	0.00	0.00	733.50
05 704 0340	CLASS OF 2028	90.00	0.00	0.00	0.00	0.00	0.00	90.00
05 704 0402	SCHOLARSHIP FUND	4,153.00	0.00	0.00	0.00	0.00	0.00	4,153.00
05 704 0600	TECHNOLOGY FEES	21,498.81	0.00	0.00	0.00	0.00	0.00	21,498.81
05 704 0900	SHOP CLASS	317.20	0.00	0.00	0.00	0.00	0.00	317.20
05 704 0901	AFTER SCHOOL PROGRAM	575.33	0.00	0.00	0.00	0.00	0.00	575.33
05 704 0902	LCPS WELLNESS	(1,777.71)	0.00	0.00	0.00	0.00	0.00	(1,777.71)
05 704 0903	LOCAL TO LUNCH	(1,742.86)	0.00	0.00	0.00	0.00	0.00	(1,742.86)
05 704 0904	HS PRINCIPAL	833.04	0.00	0.00	0.00	0.00	0.00	833.04
05 704 0905	ELEM PRINCIPAL	1,114.69	0.00	0.00	0.00	0.00	0.00	1,114.69
05 704 0906	LCPS FINES	545.13	0.00	0.00	0.00	0.00	0.00	545.13
05 704 0907	FBLA	2,140.35	0.00	0.00	0.00	0.00	0.00	2,140.35
05 704 0908	CIRCLE OF FRIENDS	334.16	0.00	0.00	0.00	0.00	0.00	334.16
05 704 0909	PERSONAL FINANCE	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00
05 704 0910	FAMILY & CONSUMER SCIENCE	130.00	0.00	0.00	0.00	0.00	0.00	130.00
<b>Fund Total: 05</b>		<b>140,228.73</b>	<b>6,794.67</b>	<b>304.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>133,738.76</b>

**Activity Fund Balance Report - Summary - Include Encumbrances**  
 04/2023 - 04/2023

**Fund: 15 Arcadia Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
15 704	FUND BALANCE	166,100.46	0.00	0.00	0.00	0.00	0.00	166,100.46
15 704 0100	GENERAL	(27,929.79)	460.00	0.00	0.00	0.00	0.00	(28,389.79)
15 704 0250	BASKETBALL	(2,903.31)	0.00	0.00	0.00	0.00	0.00	(2,903.31)
15 704 0282	CROSS COUNTRY	(1,530.93)	0.00	0.00	0.00	0.00	0.00	(1,530.93)
15 704 0283	FOOTBALL	(38,539.99)	0.00	0.00	0.00	0.00	0.00	(38,539.99)
15 704 0285	GOLF	(20,534.66)	0.00	0.00	0.00	0.00	0.00	(20,534.66)
15 704 0288	TRACK	(9,473.54)	528.25	0.00	0.00	0.00	0.00	(10,001.79)
15 704 0289	VOLLEYBALL	(20,000.45)	0.00	0.00	0.00	0.00	0.00	(20,000.45)
15 704 0290	WRESTLING	(37,348.09)	2,629.82	0.00	0.00	0.00	0.00	(39,977.91)
15 704 0291	CHEERLEADING	(2,889.04)	0.00	0.00	0.00	0.00	0.00	(2,889.04)
Fund Total: 15		4,950.66	3,618.07	0.00	0.00	0.00	0.00	1,332.59

# Nebraska Continuous Improvement External Report



School District: Loup City Public Schools  
Superintendent: Mr. Dean Tickle

Visitation Dates: March 22-23, 2023

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## Introduction and Purpose of the Visit

### 92 NAC 10 “Regulations and Procedures for the Accreditation of Nebraska Schools”

**Section 009 of Rule 10** describes Continuous Improvement as, *“A systematic on-going process guides planning, implementation, and evaluation and renewal of continuous school improvement activities to meet local and statewide goals and priorities. The school improvement process focuses on improving student learning. The process includes a periodic review by visiting educators who provide consultation to the local school/community in the continued accomplishment of plans and goals.”*

The purpose of the External Visit is to review the documentation and efforts for continuous improvement by the school system and to affirm compliance with Section 009 of Rule 10. External Visits serve to also provide meaningful feedback that can be used to continue improvement goals. In Nebraska, a network of professional peers volunteer to serve on External Teams. Before the visit, team members verse themselves on best practices and data literacy for Continuous Improvement.

The evidence for the on-site review was organized on a Google Site made by their Continuous Improvement Team a month before the visit. The website and internal documents provided valuable information for the visit. Their School Profile site included the district action plans for their school improvement goals of preparing students to be college and career-ready, demographic data, perceptual data, and student performance data. Members of the External Team reviewed the School Profile site and met for an orientation of expectations weeks before the on-site visit.

Loup City Public Schools hosted their last continuous improvement visit on April 26-27, 2018 with AdvancED (currently Cognia). The school improvement goal at that time was related to reading comprehension.

## External Visitation Team

The responsibilities of the External Team include:

- 1) Review school system evidence of Continuous Improvement.
- 2) Observe educational services provided by the school system.
- 3) Assess the progress and effectiveness of the Action Plan.
- 4) Provide feedback for continued improvement.

Peer review is a common strategy for supporting school and teacher improvement. Research suggests the potential value of peer review as a part of larger school improvement initiatives. Of particular note, some suggest that peer reviews may reduce “top-down” accountability mindsets and generate greater practitioner-driven innovations. Several states utilize peer review as part of

their larger school quality, accountability, or accreditation processes, though peer review is rarely linked to a broader CI process. (*Data Literacy Workbook, Hanover Research, February 2022*)

Serving as an External Visit volunteer is an important responsibility. The Nebraska Department of Education (NDE) appreciates the leadership skills and peer collegiality of educators throughout the state that volunteer for this role.

	Name	Position / Role / Contact Information
Team Leader	Hillary Rasmussen	Pleasanton Public Schools PK-6 Principal/Curriculum Director hrasmussen@pleasantonbulldogs.org 308-338-2041
Member	Patty Butcher	Central Valley Public Schools District Instructional Coach patty.butcher@centralvps.org 308-647-6558
Member	Libby Joekel	Bryan Elementary - Lexington Public Schools K-5 Instructional Coach libby.joekel@lexschools.org 308-631-1530
Member	Jeralynn Moser	Litchfield Public Schools Librarian/Technology/Title I jeralynn.moer@litchfieldps.org 308-446-2244

<h2 style="margin: 0;">Agenda</h2>
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The On-Site Visit was scheduled for March 22-23, 2023. The Agenda was developed as a joint effort between the External Team Leader and the Leadership Team of Loup City Public Schools.

**Wednesday, March 22nd:**

- 12:15-12:30 p.m.      **Arrival of External Team Members**
  
- 12:30-1:15 p.m.      **Loup City School Improvement Presentation**
  
- 1:15-2:00 p.m.      **District Tour**
  
- 2:00-2:30 p.m.      **Student Interviews**
  
- 3:45-4:15 p.m.      **Staff Interviews**

4:15-5:30 p.m.           **External Team-Work Time**

5:30-6:00 p.m.           **Stakeholder Interviews**

6:00-6:30 p.m.           **Supper**

**Thursday, March 23rd:**

8:00-8:30 a.m.           **Arrival of External Team Members**

8:30-10:00 a.m.          **Classroom Visits-Elementary**

10:00-11:15 a.m.        **Classroom Visits-Secondary**

11:15-12:15 p.m.        **Lunch**

12:30-3:00 p.m.         **External Team Debriefing and Work Time**

3:00-3:30 p.m.           **External Visit Exit Report**

**Additional Remarks**

The External Visitation Team appreciated the hospitality that was extended during the visit. It was a pleasure to visit and work with the staff, students, and stakeholders of Loup City Public Schools. It was evident through the interviews that staff and administration are committed to providing a quality education for all students.

**Loup City Public Schools District Overview**

Loup City Public Schools, located in rural central Nebraska in Sherman County, is a consolidated district serving the communities of Loup City, Ashton, and Rockville. Currently, two campuses are utilized in educating the 279 students enrolled. The Loup City District's K-1 building and 2-12 building are located one block apart. LCPS has cooperative ventures for the library, birth to 3, preschool, after-school programs, and summer school programs. LCPS offers a scientifically researched based core curriculum. Loup City features an MTSS Program. High school course offerings are being enhanced through the use of distance learning and college credit classes. To enhance digital learning, iPads are utilized in grades K-6, while 7-12 students have 24/7 access to learning through the implementation of a 1-to-1 student-to-iPad ratio.

## Review of Continuous Improvement

### **NAC 92 Chapter 10**

**009.01A** The school system develops and implements a continuous school improvement process to promote quality learning for all students. This process includes procedures and strategies to address quality learning, equity, and accountability.

The continuous improvement process at Loup City Public Schools functions through the leadership of the administration and the Continuous School Improvement Team. The committee created an action plan to describe steps taken to achieve the goal.

The mission of the Loup City Public Schools is “Empowering continual success.” The mission and vision are valued by staff and students. The mission statement was created in collaboration with the Continuous Improvement Team, ESU 10 personnel, and staff members. Their goal was to have a mission statement that all would be able to understand, remember, and value.

The visit opened with a comprehensive oral and visual overview of the process to establish, implement, and evaluate the district’s goals by the Loup City Public Schools Continuous Improvement Team. The remainder of the first day included Focus Group Interviews with staff, students, and stakeholders, and the external team was taken on a district tour. These interview opportunities provided correlations between the artifacts submitted and the information shared on the School Profile and the opening presentation. The external team used the information gathered to determine the areas for further investigation.

On the second day of the visit, the morning agenda included time for classroom visits, while the afternoon of the on-site visit was time for the external team to discuss their findings, evaluate their experiences, and gain additional clarity around strengths and opportunities for growth. Then a summary of the findings was presented to the Loup City Public Schools Continuous Improvement Team, administration, and two School Board members.

**009.01A3** Selection of improvement goals. At least one goal is directed toward improving student academic achievement

Goal: All students, K-12, will improve in reading comprehension.

The school system formulated an academic goal based on student assessment performance, recommendations from their previous continuous improvement visit, administrator decision-making, and the understanding that reading comprehension plays an important part in all areas of student college and career success.

**009.01A4** Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.

This report is divided into two areas: Commendations and Recommendations. The list of commendations identifies areas that the team sees as strengths for the district. Recommendations focus on areas that could be improved to strengthen student learning and growth at Loup City Public Schools. The list of recommendations in no way indicates that the district has not worked on improving these areas, but identifies areas the team believes warrant continued focus by the district.

## Review of Progress on Continuous Improvement Goals

**009.01A5** Evaluation of progress toward improvement goals.

### District Commendations

#### Overall Commendations:

##### 1. Welcoming Environment + Positive Relationships Between Staff and Students

Students, staff, and stakeholders feel that Loup City Public Schools is a welcoming and supportive environment. Through interviews, students shared how kind and helpful their teachers are in order for them to succeed in school and life. Processes are in place for students to feel welcomed and safe in the school. Teachers take pride in how they feel the school is a family environment to support all students. Stakeholders were grateful for the inclusive environment for their students and communication from their principals and teachers.

It was evident through all interviews that teachers care for the whole student beyond their academics. Strategies such as the Fun Lunch Bunch and Wednesday Study Session show that academic support is valued, but students and stakeholders also remarked on the variety of ways that staff supported their students beyond academics, too.

##### 2. Pride in the District

All members of the school take pride in the district. Many remarks from school and community members were made about the cleanliness and decor of the school. Mr. R's Stars are popular among elementary students as a way to celebrate and encourage positive student behavior. Trophies, plaques, and pictures are on display to celebrate student success. Finally, student work is displayed in the hallways. These items all show that members of the school take pride in where they work.

#### Improvement Goal Commendations:

##### 1. Adopted High Quality Instructional Materials (HQIM) in K-8

During the 2018 AdvancED (currently Cognia) visit, one opportunity for improvement was to formalize a process that ensured the creation, adoption, and implementation of high quality curriculum and instructional materials (HQIM). From that recommendation, Loup City purchased the Amplify Suite for the 2022-23 school year. By utilizing CKLA in K-5 and

Amplify ELA in 6-8, Loup City is providing their students with a curriculum that has been verified to be high quality by EdReports.

As the district continues to implement HQIM, we encourage them to make the curriculum selection process more systemic and cyclical, as well as including secondary curriculum cycles. Utilize resources from ESU 10 and/or NDE to help this process go smoothly.

## 2. LETRS Training for All K-8 Core and Non-Core Teachers

The district incorporated the Science of Reading by training staff in the Language Essentials for Teachers of Reading and Spelling (LETRS). Volume 1 provides knowledge of the complexity of teaching reading. It combines word recognition and language which is the basis for students learning to read before transitioning to reading to learn. Your plans for continuing to Volume 2 will be instrumental if you continue with the reading comprehension goal for the next cycle. It provides a deeper understanding of reading comprehension by diving into vocabulary instruction, text-driven comprehension, and the connection between reading and writing.

With the benefit of your professional development time and team planning, begin addressing how you will support the implementation of this knowledge into instruction for all teachers across the district.

## 3. K-12 Shared Schedule

Having a K-12 shared schedule and dedicated time for team planning and collaboration shows the district values teachers' time and expertise. Teachers can look at the data provided by their literacy coordinators and begin planning the implementation of what they are learning through LETRS training. In addition, this shared schedule also allows for daily intervention time for all Kindergarten through fifth-grade students. Teachers use their HQIM resources from mClass to determine students' placement within the intervention and have time daily to intervene with their students. Both of these opportunities will help provide further growth towards your goal.

Now that the time has been created within the day, having a structured process in place to create a calendar or schedule of team planning and professional development will strengthen the work already taking place in the district concerning the Continuous Improvement Process.

As you evaluate your schedule for the following year, consider securing the recommended amount of time within each content block to effectively implement your HQIM materials with rigor.

## 4. Multi-Tiered System of Supports (MTSS) for both elementary and secondary

We applaud the district for having MTSS systems in place at both the elementary and secondary levels. Standing team meeting procedures and agenda items along with MTSS decisions rules and procedures are in place.

The district began utilizing Amplify mCLASS to help plan and curate interventions that are being used in K-5 small groups. This system allows all students to receive specialized instruction to help fill in skill gaps. As the district continues to fine-tune interventions, we recommend finding a way to track completed skills to ensure all needs of the child have been met across grade levels.

## District Recommendations

### Overall Recommendations:

1. Create a Sustainable Continuous School Improvement Process

The Continuous School Improvement Team needs to create a sustainable Continuous School Improvement process to ensure cohesion and understanding across review cycles and in which all staff members know and play an important role in continuous improvement. When continuing your school improvement goal, ensure progress can be supported by multiple sources of data that directly reflect the research-based action steps to meet your goal in your action plan. Having a clear analysis of the effectiveness of these action steps, backed with a variety of data points, will help all stakeholders know and understand the progress towards the school improvement goal. This data analysis will be able to help you know if students are growing and learning. When completing the action plan, document the most effective research-based strategies and activities that focus on improving the selected goal. The action plan should also include rationales, justification, and results of each action step within your plan. Make sure you dedicate time to professional development opportunities that are tied to your school improvement goal. Having a cohesive and sustainable CIP process will ensure that continual progress can be made and the process can withstand changes in staff and administration.

Data analysis and data literacy will continue to be critical components for all staff members to implement in their instructional planning and reflection in order to make progress towards the school improvement goal. The team recommends that the district also use demographic data to disaggregate student learning data and assist with the analyses of data to identify possible achievement gaps. Collecting data from a variety of sources and through a variety of lenses (i.e. MTSS) will guide your analysis of the continuous school improvement process and its impact on student learning and growth as it will show grade-level and district level trends. District data should be analyzed in the context of student performance data, demographic data, perceptual data, and program data. Subsequently, this information can be used to help you evaluate the effectiveness of your instructional materials used in the classroom at a Tier I level. Data analysis should also include information about what trends the data shows. Doing so will help to provide faculty and administration with a complete picture of student learning and growth at Loup City Public Schools.

Strengthening ties between your CIP and MTSS efforts will create a more cohesive approach to school improvement. Through this systematic framework, you should implement a structured process for analyzing data to impact Tier 1 (core) curriculum, interventions, and instructional practices. While programs can suggest levels of achievement benchmarks, teachers should also know the rigor that will help move your students toward greater growth and achievement.

When planning your weekly professional development, make sure it is structured and strategic so it supports your continuous improvement goal. You might consider using some of your scheduled teaming time to incorporate continuous improvement action steps across the district. The Nebraska Department of Education and/or ESU 10 can provide guidance and support around creating a sustainable continuous improvement process at Loup City.

## **Improvement Goal Recommendations:**

### **1. English Language Arts (ELA) High Quality Instructional Materials**

Loup City purchased the Amplify Suite for the 2022-23 school year for students in grades K-8. Make sure that the instructional materials that teachers utilize in the 9-12 grade band levels are of high quality and meet the rigor of the Nebraska state standards. It is recommended that you update your K-12 curriculum guides and make sure that they align to meet the scope and sequence of the Nebraska state standards along with the rigor of the standards.

Throughout the process of evaluating, selecting, adopting, and implementing high quality core instructional materials in grades K-8, continue to align standards to your curriculum guides and ensure fidelity of the instructional material. With the adoption of new ELA high-quality and research-based instructional materials, walk-throughs should be completed regularly by literacy coordinators and administrators to make sure that the program is being taught with fidelity.

### **2. Professional Development Guides the Action Towards Continuous Improvement Goals**

Loup City has been forward-thinking in providing and scheduling weekly staff professional development into their district calendar. Knowing that the district has committed to continuing this weekly professional development we would recommend that the district spends considerable time creating a yearly and multi-year schedule of professional development. This professional development should be based on meeting the needs of students and staff related to the continuous improvement goal.

Within continuous school improvement, data literacy is always an area of growth for staff. All staff must be involved in data collection, analysis, and decision-making of all types of data within the district. Currently, the process is for classroom and resource teachers to meet with the literacy coordinators who discuss the next steps. Teachers could be encouraged to look at a specific data set (i.e. student data, teacher walkthrough data, demographic data) for a certain purpose before meeting with the literacy coordinators and administrators in order to have a more rich and productive discussion. This discussion could include what the data is showing about students, what effective practices should continue, and what practices should be modified or added to increase student achievement.

## **Summary**

We recognize that many changes and global events have happened throughout this current improvement cycle so we encourage you to continue with your current continuous school improvement goal. Doing so, while increasing the rigor, will help you see and measure true and long-term improvement for all students within your district. Numerous educational professionals can provide consultation and/or facilitation of the Continuous Improvement Process. It would be valuable and effective to access support and resources that are accessible to districts through ESU 10 and/or the Nebraska Department of Education that benefit student growth and preparedness for post-graduation plans.

Celebrate the commendations and the great work that is happening in Loup City Public Schools!

Review and analyze the report from a district perspective and begin to develop a plan to address the recommendations through your continuous improvement process and strategic planning. By focusing effort on the next steps, Loup City Public Schools will be well on its way to a successful cycle of continuous improvement for the benefit of students, staff, and the broader Loup City community.



# **SCHOOL IMPROVEMENT**

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**EXTERNAL VISITATION  
MARCH 22-23, 2023**



# TEAMS: LCPS & External

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## LCPS CIP Team

## External Visit

### Team

Dean Tickle

Roger Reikofski

Josh Asche

Dusti VanSlyke

Whitney Kaminski

Shelby Brandt

Heidi Krolkowski

Hillary Rasmussen

Patty Butcher

Libby Joekel

Jeralynn Moser



# MISSION STATEMENT & SCHOOL IMPROVEMENT GOAL

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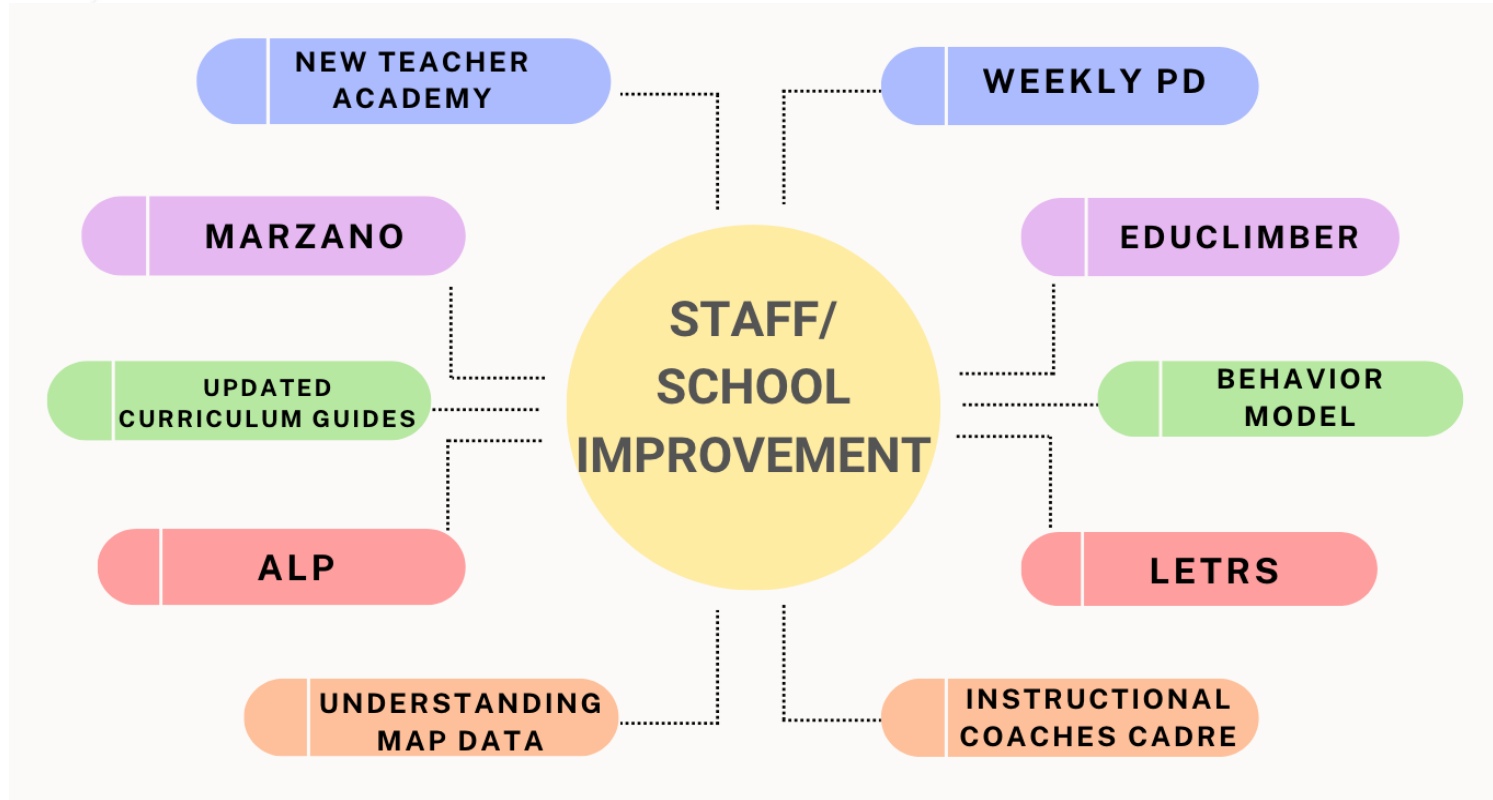
**Mission Statement:** EMPOWERING CONTINUAL SUCCESS

**Goal:** All students, K-12, will improve in reading comprehension.



# IMPROVEMENT PLANS IN ACTION

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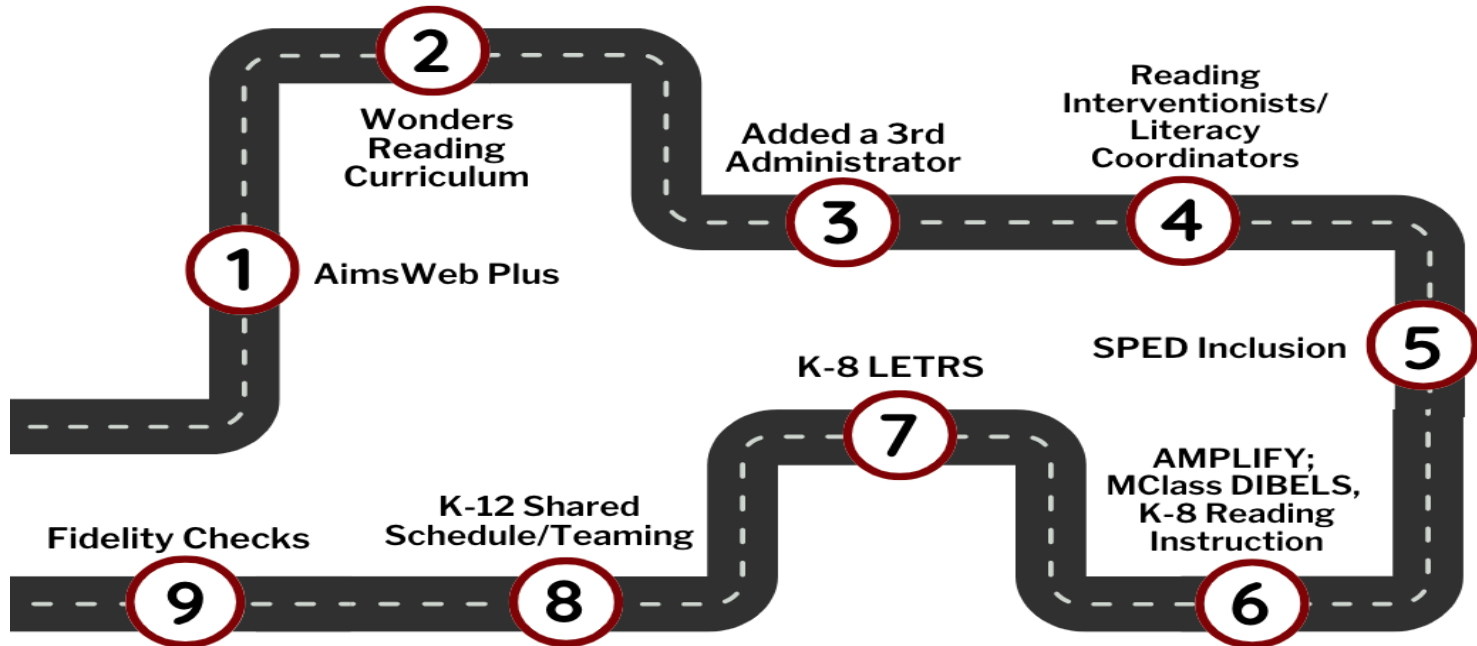




# IMPROVEMENT PLANS IN ACTION

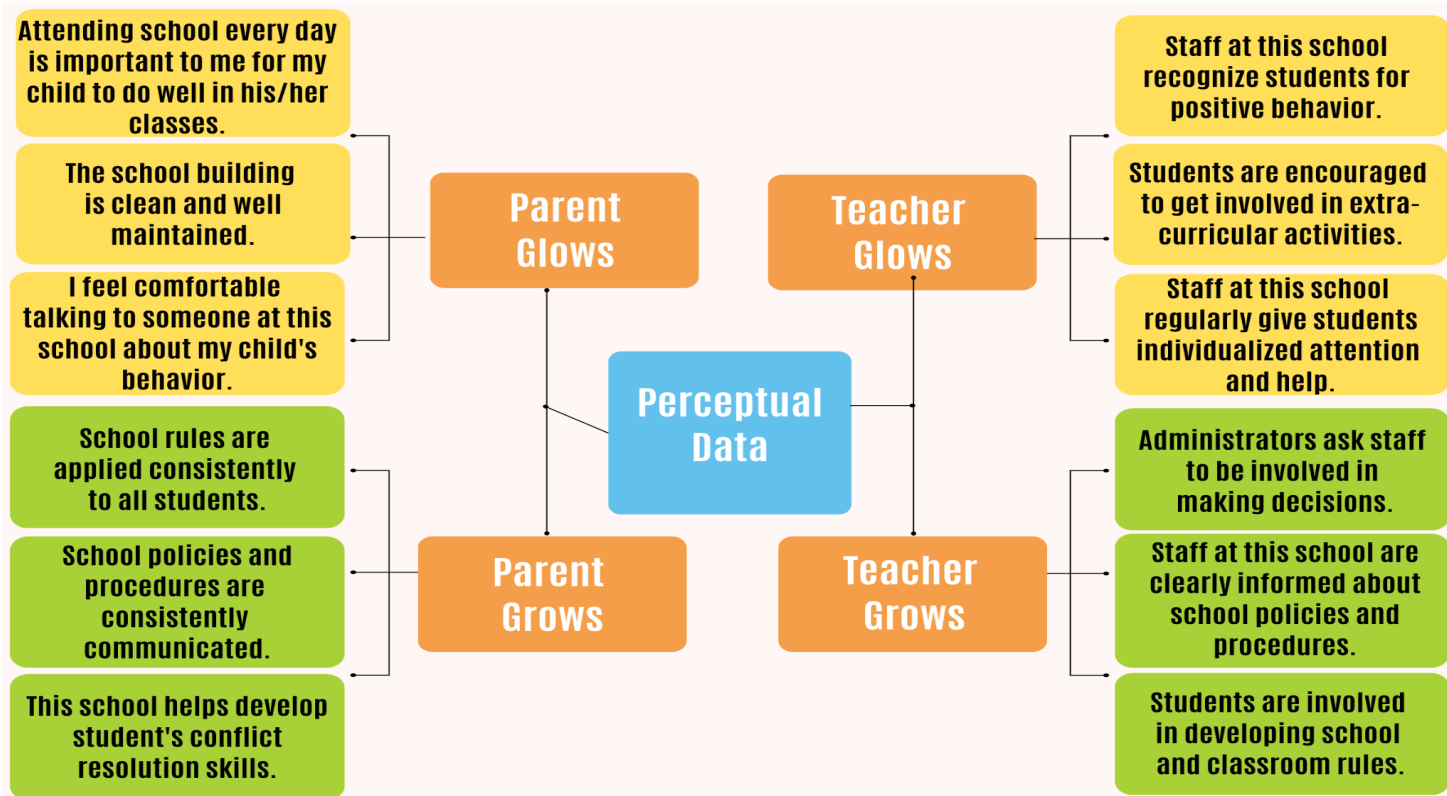
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## STEP BY STEP





# PERCEPTUAL DATA: Stakeholders & Staff





# Commendations & Recommendations

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## Commendations

- Welcoming Environment, Positive Staff-Student Relationships
- Pride in the District
- Adopted HQIM in K-8
- LETRS Training K-8
- K-12 Shared Schedule
- Elementary/Secondary MTSS

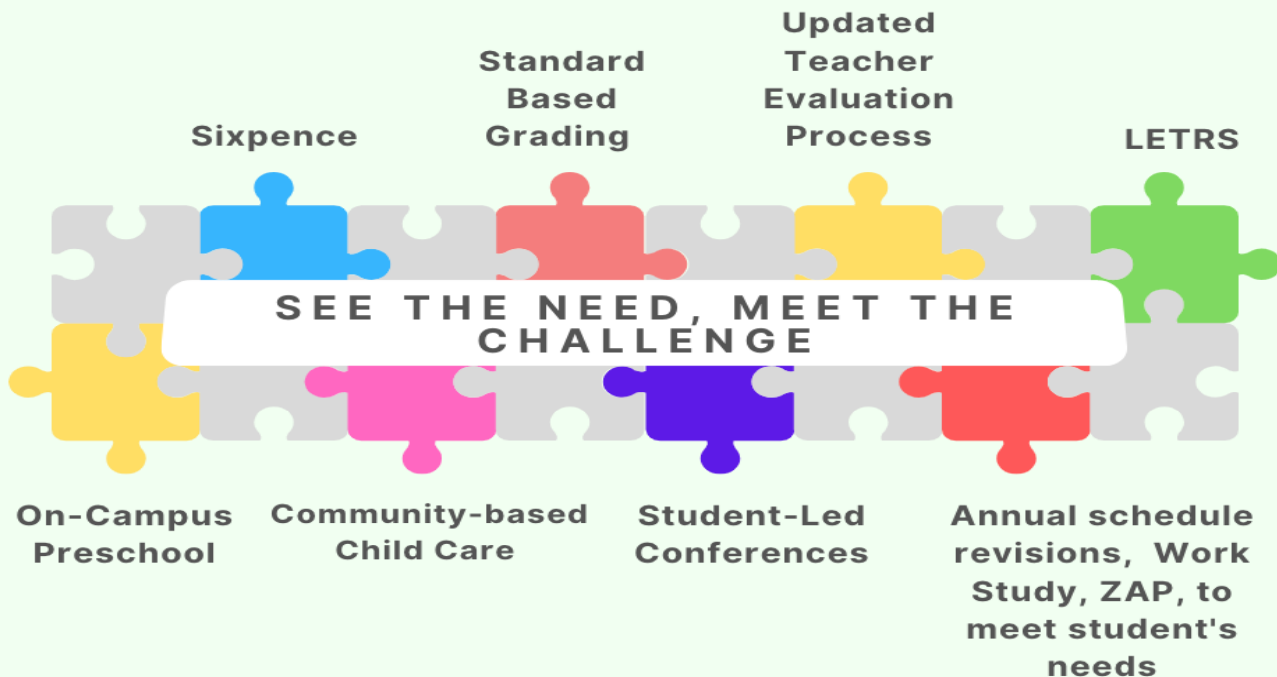
## Recommendations

- Create a Sustainable CIP Process
- 9-12 ELA HQIM
- PD Guides the Action Towards CIP Goals



# WHERE CAN WE GO FROM HERE?

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**LC** Loup City  
Public Schools

## Project Review

Koby Kampschroeder  
Bob Miller  
Ryan Morrison  
Chris Durr  
Shane Alexander

April 5<sup>th</sup> 2023



# Project....Costs and Options

**Base Project Costs** **\$3,515,986**

Alternates to Consider

- |                           |           |
|---------------------------|-----------|
| - HS Gym Air Conditioning | \$322,473 |
| - HS Fire Alarm System    | \$99,178  |
| - PS North Siding         | \$19,334  |

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Total if All Selected **\$3,956,971**

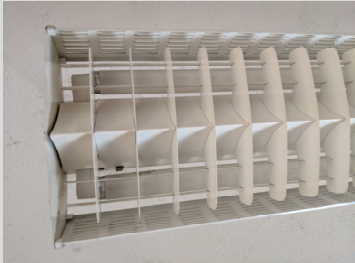
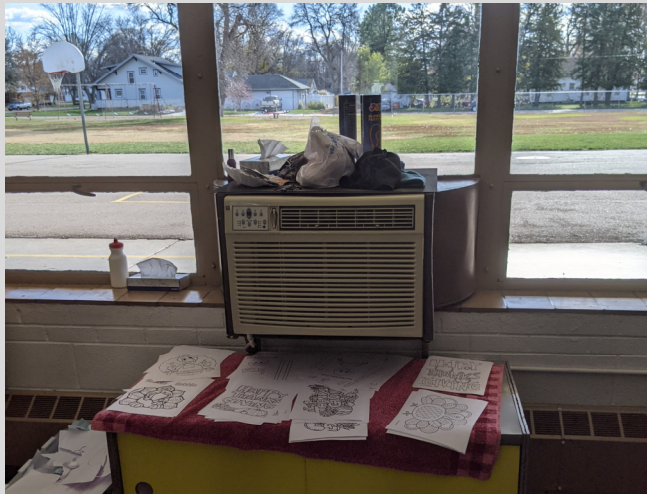
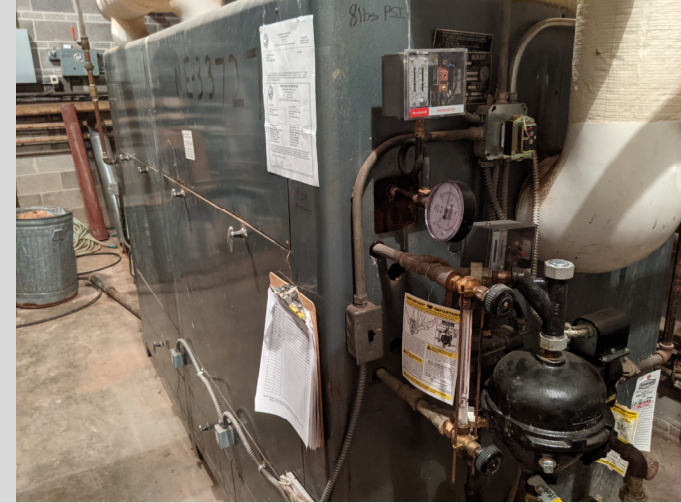


## Primary School

- LED Lighting Upgrades
- Weatherization
- Window replacement (single pane windows) Infill with window and wall design
- Replace steam boiler / window air conditioner system with new Split unit HVAC (add ventilation)
- Build closets around Furnaces in each classroom (remove asbestos tile)
- Bathroom fans and electric heaters in classroom bathrooms
- Kitchen storage room modified to furnace room
- Fire Alarm System (bring up to code)
- New electrical service & panel
- Building automation controls
- Retro-Commission and Optimization of HVAC system

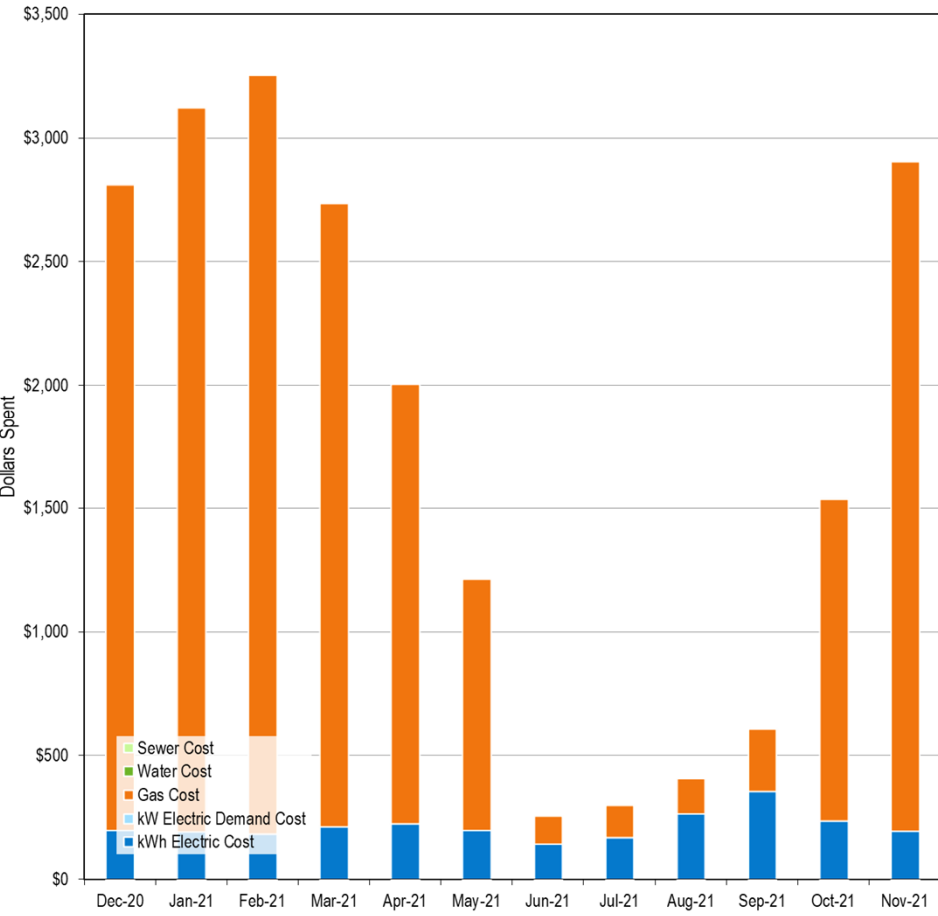
### Alternates

- Replace exterior siding on the north wall

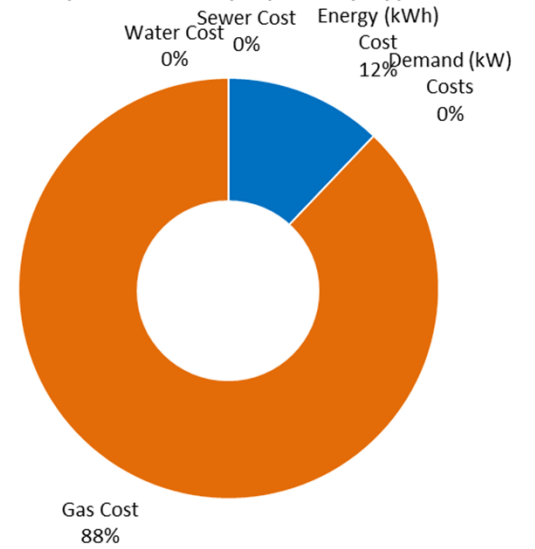


# Primary School

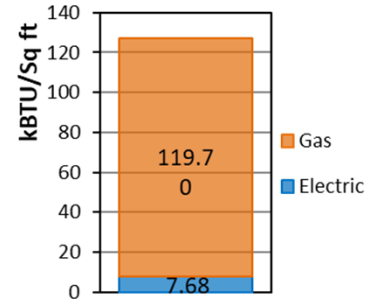
Dollars Spent Monthly By Utility Type



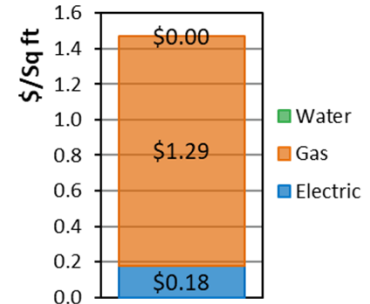
Dollars Spent Annually By Utility Type



kBTU/Sq ft  
**127.38**



\$/Sq ft  
**\$1.47**



AVERAGE YEARLY SUMMARY ADJUSTED FOR BILLING PERIOD

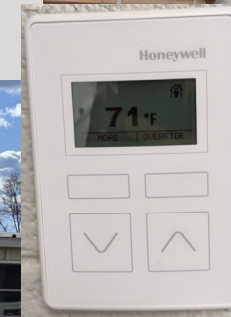
Square feet	14,390	kWh/sf	2.25	Therm/sf	1.197	Water gal/sf	0.00	Total kBTu/sf	127.38
Utility Cost/sf	\$1.47	Avg Watts/sf	0.00	Gas \$/Therm	\$1.08	Water+Sewer \$/kGal	\$0.00	Utility Costs/Year	\$21,153.27
Hours Operated	0	Electric \$/sf	\$0.18	Gas \$/sf	\$1.29	Water+Sewer \$/sf	\$0.00	Utility Cost-Water	\$21,153.27

## High /Middle /Elementary School

- LED Lighting Upgrades
- Weatherization
- Exterior door replacement
- Replace remaining heat pumps
- Replace High School geothermal and heating hot water pumps
- Replace High School heating boiler system
- Replace Middle School heating hot water pump and adding a redundant pump
- Building automation / controls
- Retro-Commission and Optimization of HVAC system

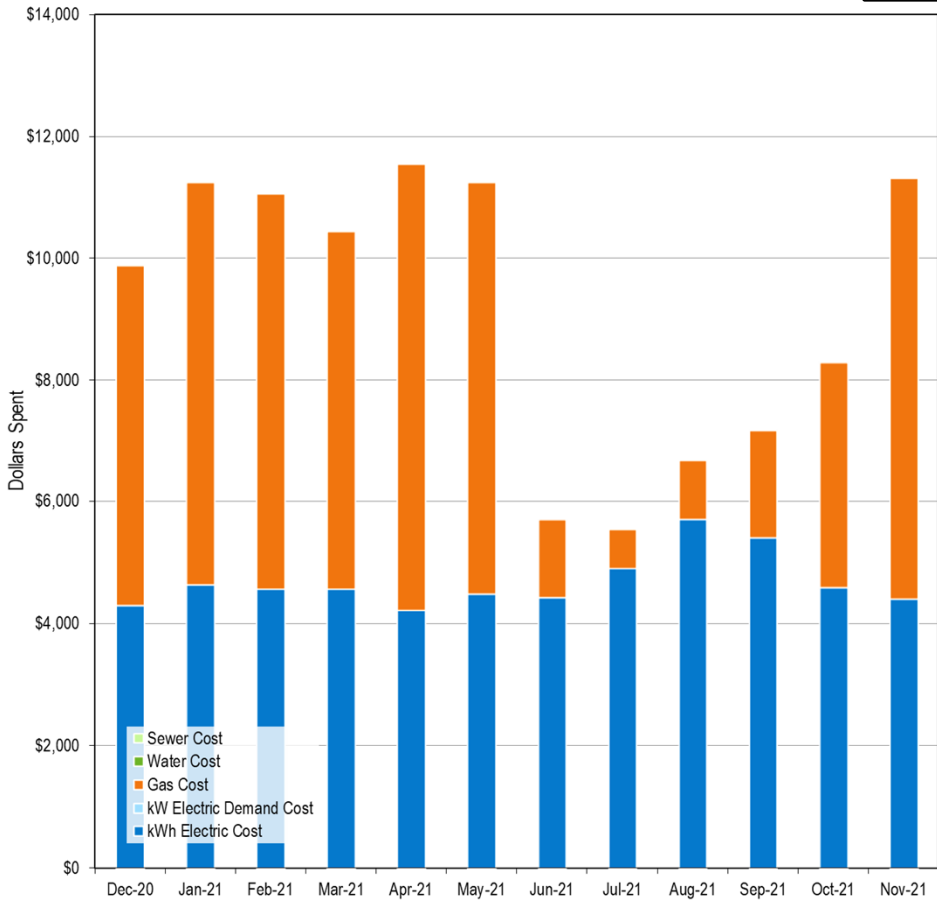
### Alternates

- Add air conditioning to gym
- Fire Alarm System (bring up to code)

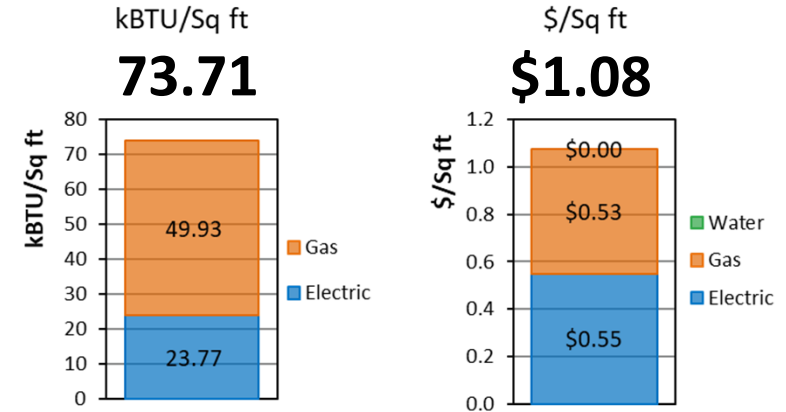
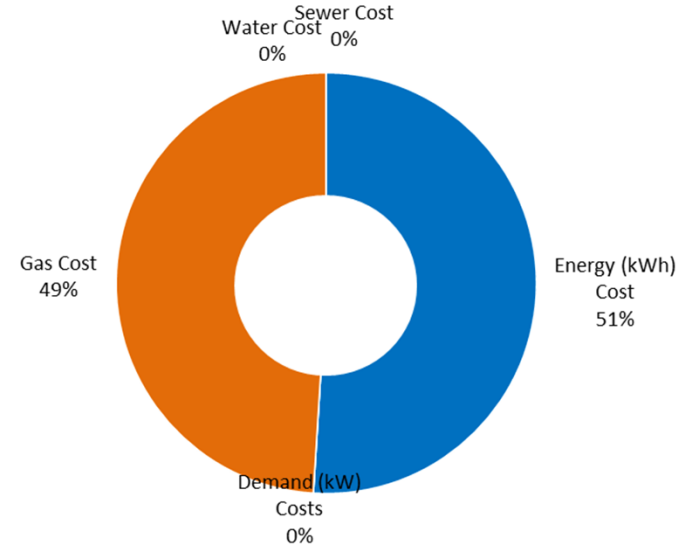


# High School

Dollars Spent Monthly By Utility Type



Dollars Spent Annually By Utility Type



AVERAGE YEARLY SUMMARY ADJUSTED FOR BILLING PERIOD

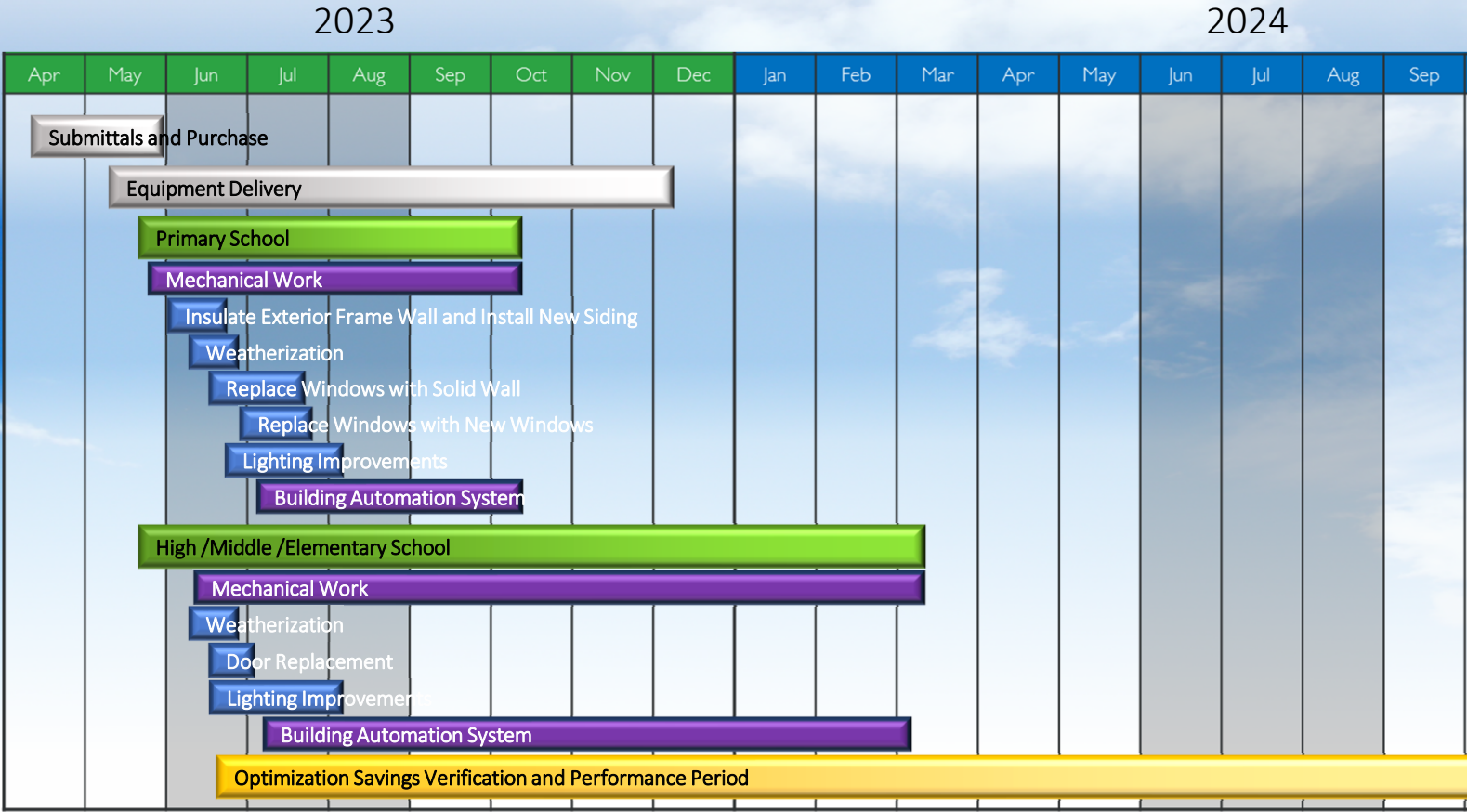
Square feet	102,345	kWh/sf	6.97	Therm/sf	0.499	Water gal/sf	0.00	Total kBtu/sf	73.71
Utility Cost/sf	\$1.08	Avg Watts/sf	1.72	Gas \$/Therm	\$1.06	Water+Sewer \$/kGal	\$0.00	Utility Costs/Year	\$110,097.23
Hours Operated	4,095	Electric \$/sf	\$0.55	Gas \$/sf	\$0.53	Water+Sewer \$/sf	\$0.00	Utility Cost-Water	\$110,097.23

A photograph of two construction workers shaking hands in front of a large array of solar panels. One worker is wearing a blue hard hat and a white shirt, while the other is wearing a grey jacket. The background shows a clear blue sky and a green field.

# Contractors and Vendors

- Mechanical - Jerry's Sheet Metal
- Windows/Closets/Weatherization – Mid Plains
- Controls - Integrated Controls
- Lighting – McBride
- Electrical – Middleton
- Fire Alarm – Electronic Systems
- Heat pumps – Daikin
- Boiler – Lochinvar
- Furnace Split – Lennox
- Cooling Coil – Daikin
- Windows – Pella
- Siding - LP Smart
- Pumps – Bell & Gossett

# Implementation Timeline



## Loup City

### IGA - Pro Forma Cash Flow for 15 Year Program

Program Data			Facility Operational Data			\$/Sqft	
Program Cost		\$3,515,986	Total Square Feet		114,329		
Investment Grade Audit Fee		\$0	Total Annual Utilities		\$136,186		\$1.19
Total Program Cost		\$3,515,986	Annual Electric		\$61,946		\$0.54
Less Up Front Cash Buydown		\$0	Annual Gas		\$74,240		\$0.65
Net Financed Costs		\$3,515,986	Annual Water		\$1,925		\$0.02
			Operational Costs		\$0		\$0.00
Special Building Levy (Annual Payment)		\$215,430	Utility Escalation Rate		3.50%		
			O&M Escalation Rate		3.50%		
Loan Data			Projected Savings Data			% Savings	
Lease Amount		\$3,515,985.78	Total Utility Savings		\$31,165		22.88%
Interest Rate (Estimated)		1.00%	Electric Savings		\$13,408		21.64%
Term (years)		15	Gas Savings		\$17,758		23.92%
Calculated Finance Payment		\$253,586	Water Savings		\$0		0.00%
Finance Payments Total		\$3,803,793	Operational Savings		\$3,664		0.00%
Additional Annual Payments		\$0	Capital Cost Avoidance Savings		\$3,287,820		
All Payments Total		\$3,803,793	Special Building Levy (Annual Payment)		\$215,430		

Program Year	Savings & New Revenue						Payments		Resulting Cashflow		Excludes Capital Cost Avoidance	Yearly Cash Flow (Without Future Replacement Expenditures Avoided)	Cumulative Cash Flow (Without Future Replacement Expenditures Avoided)
	Projected Utility Cost Savings	Operational Maintenance Cost Savings	Operational Future Replacement Expenditures Avoided	Grants & Rebates	Additional Funding	Total Funds Available	Debt Service Payment	Additional Annual Payment	Yearly Cash Flow	Cumulative Cash Flow			
Construction	\$7,791	\$474	\$3,287,820	\$0	\$0	\$3,296,085	\$0	\$0	\$3,296,085	\$3,296,085		\$8,265	\$8,265
1	\$32,256	\$3,793			\$217,537	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
2	\$33,385	\$3,926			\$216,275	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
3	\$34,554	\$4,063			\$214,969	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
4	\$35,763	\$4,205			\$213,618	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
5	\$37,015	\$4,352			\$212,219	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
6	\$38,310	\$4,504			\$210,772	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
7	\$39,651	\$4,662			\$209,273	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
8	\$41,039	\$4,825			\$207,722	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
9	\$42,475	\$4,994			\$206,117	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
10	\$43,962	\$5,169			\$204,455	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
11	\$45,501	\$5,350			\$202,735	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
12	\$47,093	\$5,537			\$200,956	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
13	\$48,741	\$5,731			\$199,114	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
14	\$50,447	\$5,932			\$197,207	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
15	\$52,213	\$6,140			\$195,233	\$253,586	\$253,586	\$0	\$0	\$3,296,085		\$0	\$8,265
<b>TOTALS</b>	<b>\$630,196</b>	<b>\$73,657</b>	<b>\$3,287,820</b>	<b>\$0</b>	<b>\$3,108,205</b>	<b>\$7,099,878</b>	<b>\$3,803,793</b>	<b>\$0</b>	<b>\$3,296,085</b>			<b>\$8,265</b>	



# Q & A



## ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Navitas, LLC ("Navitas"), a Kansas limited liability company having its principal offices at 25618 w 103<sup>rd</sup> Street, Olathe, Kansas 66061; and Loup City Public Schools (the "Client"), having its principal offices at 800 N 8<sup>th</sup> Street, Loup City, NE 68853.

### RECITALS

WHEREAS, Client has proper authority over premises more fully described herein, and wishes to acquire equipment and services to reduce energy costs and related expenses in said premises; and

WHEREAS, Navitas has experience and technical management capabilities to identify and evaluate energy cost-saving opportunities through services provided and equipment installed and maintained at premises similar in scope and scale of Client; and

WHEREAS, Navitas has delivered to Client an Investment Grade Audit Report dated March 29, 2023, which Client has approved, and

WHEREAS, the Investment Grade Audit Report includes an assessment of the energy consumption characteristic of Client's facilities as more fully described in **Exhibit A (Description of Premises)** (the "Premises") and the identification and evaluation of viable cost-savings measures, as well as estimates of expected energy and operational savings and associated project costs; and

WHEREAS, Client desires to contract with Navitas for the design, installation, and measurement of certain cost-savings measures (the "Project") all as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Client and Navitas hereto covenant and agree as follows:

### ARTICLE I SCHEDULES, EXHIBITS, APPENDICES

#### Section 1.01 Design Documents and Project Development

Navitas has prepared or otherwise furnished working documents setting forth in detail the requirements of construction and installation for the Project ("**Design & Engineering Documents**"), which are enumerated in Exhibit B. The Design & Engineering Documents include all drawings, specifications, schedules, diagrams, plans, and such content and detail as is reasonably necessary to complete construction of the Project. A Professional Engineer or Registered Architect licensed in the state of the Project ("Design Consultants") will prepare those drawings, specifications, schedules, and diagrams for certain Scope of Work portions set forth in Exhibit B. Navitas hereby warrants that any Design Consultants which perform design services under this Contract, will provide said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances so that the Design & Engineering Documents are free from material defects and errors, to the extent that such defects or errors were caused by conditions which Navitas or the Design Consultant was or should have been aware of using the degree of care

and skill ordinarily exercised by members of the same profession under similar circumstances. Navitas further warrants that construction of the Project pursuant to the Design & Engineering Documents is reasonably viable, feasible, and otherwise constructible, taking into account currently known conditions of the Premises, the Contract Sum, all applicable federal, state, and local laws, and any other conditions to which the Project is subject.

### **Section 1.02 Exhibits and Appendices**

Navitas has prepared and Client has approved and accepted the following Exhibits and Appendices, copies of which are attached hereto (or will be as provided for in this Contract), set forth in their entirety and made a part of this Contract by reference.

#### **Exhibits**

Exhibit A	Description of Premises
Exhibit B	Scope of Work
Exhibit C	Construction and Installation Schedule
Exhibit D	Verification and Guarantee of Savings
Exhibit E	Standards of Comfort
Exhibit F	Detailed Pollution Credit Calculations
Exhibit G	Financial Analysis

#### **Appendices**

Appendix I	Certificate of Acceptance – Investment Grade Audit Report
Appendix II	Certificate of Acceptance – Installed ECMs
Appendix III	Certificate of Project Completion

### **Section 1.03 Contract Documents**

The Contract Documents consist of this Contract; the Design & Engineering Documents and the Exhibits and Appendices enumerated in this Section. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representations, or agreements, either written or oral.

### **Section 1.04 Investment Grade Audit**

The parties acknowledge that Navitas has prepared and submitted to Client an Investment Grade Audit Report, which sets forth, among other things, an assessment of the energy consumption characteristic of Client's facilities and the identification and evaluation of cost-savings measures, as well as estimates of expected energy and operational savings and associated project costs. Client approves and accepts the assumptions, data and calculations contained within the Investment Grade Audit Report, as evidenced by the Certificate of Acceptance – Investment Grade Audit Report, which is attached to this Contract as **Appendix I**. However, to the extent that any assumptions contained in the Investment Grade Audit Report, conflict with the Verification and Guarantee of Savings stated in Exhibit D, Exhibit D shall control.

Notwithstanding the above, the provisions of this Contract and the attached Exhibits and other Appendices shall govern in the event of any inconsistencies between the Investment Grade Audit Report and the provisions of this Contract and the attached Exhibits and other Appendices.

## **ARTICLE II SCOPE OF WORK; CONSTRUCTION SCHEDULE**

### **Section 2.01      Scope of Work**

Navitas shall perform and provide the labor, materials, equipment installation, supervision and other services as described in **Exhibit B (Scope of Work)** (the “Work”). The Work shall be performed in accordance with the Contract Documents and applicable laws. Navitas shall act as an independent contractor with sole discretion to determine the means, methods, techniques, sequences, procedures, and coordination of the Work. Navitas shall be responsible for the payments associated with all labor, materials, equipment, tools, construction and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work as more fully set forth herein.

### **Section 2.02      Construction Schedule**

Construction and equipment installation shall proceed in accordance with the construction schedule approved by Client and attached as **Exhibit C (Construction and Equipment Installation Schedule)**.

Navitas shall complete the Work in such a manner so as to conform to the standards set forth in **Exhibit E (Standards of Comfort)** and the construction schedule specified in **Exhibit C (Construction and Installation Schedule)**. Navitas shall repair and restore any damage caused by Navitas’ performance under this Contract.

### **Section 2.03      Phases of ECM Completion**

Navitas has identified separate energy conservation measures (“**ECM**”) as outlined in **Exhibit D (Verification and Guarantee of Savings)**. The installation and implementation of each ECM is more fully described in **Exhibit B (Scope of Work)**. For the purposes of this Agreement, the following phases of completion of each ECM shall apply:

- (a) Substantial Completion of ECM. “Substantial Completion” of the installation of a particular ECM shall occur when the installation has progressed to the point that Client can utilize and take beneficial use of the equipment or services associated with each ECM for its intended use or purpose.
- (b) Punch List. Upon Substantial Completion of each ECM, Navitas and Client shall coordinate to develop a list of tasks, either still to be completed or failing to conform to the description of the Work set forth herein, on the ECM (the “Punch List”). Navitas shall, within a reasonable time, (i) correct the installation to conform to the description of the Work set forth herein, and (ii) complete all items on the Punch List.

If the parties disagree with the items to be included on the Punch List, such dispute shall be resolved in accordance with Section 20.02 herein.

- (c) *Final Completion of ECM*. When Navitas believes that the Punch List for each ECM has been completed as set forth in subparagraph (b) above, Navitas will submit a Certificate of Acceptance for the identified ECM substantially in the form of **Appendix II – “Certificate of Acceptance – Installed ECMs”**. If Client concurs that the installation is satisfactory and the Punch List is complete and correct, Client shall execute the Certificate of Acceptance for that ECM installation, and return the same to Navitas, verifying Client’s acceptance and approval of the ECM installation.

For purposes of this paragraph, Client shall be deemed to have “executed” the Certificate of Acceptance as follows:

- (i) by signature or initial of an authorized agent of Client on the Certificate of Acceptance; or
- (2) by written confirmation, via electronic mail from an authorized agent of Client to Navitas, that a particular ECM is accepted and approved;
- (3) if Client has not executed the Certificate of Acceptance as described above within (15) days of receiving the Certificate of Acceptance for an identified ECM installation, and Client has not provided Navitas with a written objection to or rejection of the same specifying the reasons for the objection to or rejection of the same, Client will be deemed to have agreed to, signed and returned the Certificate of Acceptance.

#### **Section 2.04 Project Completion**

When Navitas believes that Client has executed a Certificate of Acceptance for all ECM’s outlined in the Contract Documents, Navitas will submit a Certificate of Project Completion to the Client substantially in the form of **Appendix III – “Certificate of Project Completion”**. Client shall have thirty (30) days after notification to verify that all ECM’s outlined in the Contract Documents have been accepted. If Client concurs that the Work is complete, Client shall sign the Certificate of Project Completion and return the same to Navitas, verifying Client’s acceptance and approval of the Work.

If Client does not execute the Certificate of Project Completion within thirty (30) days of receiving the same, and Client has not provided Navitas with a written objection to or rejection of the same specifying the reasons for the objection to or rejection of the same, Client will be deemed to have agreed to, signed and returned the Certificate of Project Completion.

#### **Section 2.05 Changes to Scope of Work**

Any work not otherwise outlined in **Exhibit B (Scope of Work)** must be authorized in writing by Navitas and Client. Compensation for any work outside the Scope of Work may be in addition to the Contract Sum. The Scope of Work includes all work to be performed by Navitas, and Navitas shall also perform all ancillary work required to make all equipment installed or provided by Navitas functional and operational. However, unless otherwise stated in the Scope of Work, such ancillary work shall not include repairs, modifications, or other work on materials, equipment or structures not provided by Navitas under the Scope of Work.

## **ARTICLE III COMPENSATION AND PAYMENT**

### **Section 3.01 Compensation**

Subject to adjustments in accordance with the provisions of the Contract Documents, Client shall pay Navitas for the due, proper, and complete performance of the Work as required hereunder and for the due performance of all other obligations and duties imposed upon Navitas pursuant to this Contract, a sum not to exceed three million eight hundred and thirty-eight thousand, four-hundred and fifty-nine Dollars (\$3,838,459) (the "Contract Sum").

### **Section 3.02 Contingency**

The Contract Sum includes a contingency amount for errors, omissions, and unforeseen conditions. One-hundred and fifty five thousand, Dollars (\$155,000) in contingency funds has been budgeted, and may be paid by Client if any of the following occurs: 1) an error by the Client related to its obligations under this Contract is discovered, and such error causes the cost of the Project to increase; 2) an omission by the Client related to its obligations under this Contract is discovered, and such error causes the cost of the Project to increase; 3) unforeseen conditions on the Premises are encountered which Navitas could not have reasonably discovered prior to beginning the Work by using ordinary diligence performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; 4) an unforeseen event occurs of which neither Navitas nor Client have any control over, and such event causes the cost of the Project to increase; or 5) an allowable change in the Scope of Work which is agreed to by Client and Navitas. If none of these events occur, then any such contingency amount shall not be paid to Navitas and shall be removed from the Contract Sum.

### **Section 3.03 Payment**

During the period beginning with the date that both parties have signed this Contract, and continuing through the date Navitas provides Client with the Certificate of Project Completion as more fully described in Section 2.04, Client or Client's third-party financier will make monthly progress payments to Navitas based on the percentage of the scope of work completed at the end of each month. Navitas will provide Client with an itemized application for payment for the previous month's work. If Client objects to any amounts invoiced, Client shall provide written notice of the objection and the reasons for the same to Navitas within seven (7) days of receipt of the application for payment. Thereafter, the parties will proceed in accordance with Section 20.02 of this Contract in an attempt to resolve the dispute. Client will pay Navitas the undisputed and earned amount outlined on the application for payment within thirty (30) days of the date on which Navitas provides the application for payment to Client.

### **Section 3.04 Retainage and Final Payment**

For each application for payment, Client shall be entitled to retain and withhold payment of five percent (5%) of each payment as security for Navitas' full and faithful performance of its obligations pursuant to this Contract. All amounts withheld pursuant to this Section shall be referred to as "Retainage."

Retainage shall be withheld until the installation of each ECM has reached Final Completion as described in Section 2.03, subparagraph (c). Following the Final Completion of each separate ECM installation, the Retainage withheld for that ECM shall be paid to Navitas.

**Section 3.05 Late Payments**

The terms and conditions of the Prompt Payment Act shall apply to amounts not paid to Navitas when due.

**ARTICLE IV  
NONAPPROPRIATION OF FUNDS**

To the extent that Client is a public entity, this Contract shall in no way or manner be construed so as to bind or obligate Client beyond the term of any particular appropriation of funds by the governing body as may exist from time to time. Navitas reserves the right to terminate this Contract in whole or in part if Client fails, neglects, or refuses to appropriate sufficient funds as may be required for Client to continue any payments required under this Contract.

**ARTICLE V  
TERM OF CONTRACT**

Unless otherwise provided, the term of this Contract shall be the Construction Period plus the fifteen (15) year Guarantee Period, as more fully set forth below.

**Section 5.01 Construction Period**

This Contract shall be effective and binding upon the parties immediately upon its signature by both parties, and the period from the date the last party signs this Contract until the first day of the month following the date of Project Completion as set forth in Section 2.04, shall be known as the "Construction Period."

**Section 5.02 Guarantee Period**

The Guarantee Period Start Date shall be the first day of the month following the date installation of all ECM's is complete. For purposes of this Section, installation of all ECM's shall be complete on the date of Project Completion as more fully set forth in Section 2.04.

The Guarantee Period shall be fifteen (15) years beginning with the Guarantee Period Start Date.

**ARTICLE VI  
ENERGY SAVINGS GUARANTEE; RECONCILIATION**

Subject to the provisions of Article 16, Navitas agrees and guarantees that either the energy cost savings or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures, adjusted for inflation, within fifteen (15) years. Navitas shall reimburse Client for any shortfall of guaranteed energy costs savings on an annual basis. Said savings guarantee is set forth in its entirety in **Exhibit D (Verification and Guarantee of Savings)**, and shall be based upon the Client's baseline energy consumption data and in accordance with the methods of savings measurement and verifications as more fully set forth therein.

**ARTICLE VII  
ENERGY USAGE RECORDS AND DATA**

To the extent permitted by law, Client has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to Navitas or its designee, upon its request, all of its records and complete data concerning energy and water usage and related

maintenance for the Premises, including, but not limited to; utility records; building and equipment operating data; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the premises; bills and records relating to maintenance of energy-related equipment; and a description of energy management procedures presently utilized (“Energy Data”).

All raw Energy Data provided to Navitas will remain the property of Client; however, Navitas shall have, for the Contract Term, an exclusive license to collect, take possession of, and utilize the data to calculate and monitor energy savings as provided for in the Contract Documents. All reports, analyses, and documented manipulation of raw data shall remain the property of Navitas. Navitas shall keep the specifics of all Energy Data confidential and shall not disclose the same to any third party not involved in the project, except as required by law, without the written consent of Client, which consent will not be unreasonably withheld.

## **ARTICLE VIII LOCATION AND ACCESS**

Navitas acknowledges that there exists sufficient space on the Premises for the Work. Both Client and Navitas shall take reasonable steps to protect installed equipment from harm, theft, and misuse during the term of this Contract. Client shall provide access to the Premises for Navitas to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by Navitas and acceptable to Client. Navitas shall be granted immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed. Navitas’ access to the Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Client. Navitas shall immediately notify Client when emergency action is taken and follow up with written notice with three (3) business days specifying the action taken, the reasons therefore, and the impact upon the Premises, if any.

## **ARTICLE IX PERMITS, APPROVALS AND STATUTORY PROVISIONS**

### **Section 9.01      Permits and Approvals**

It is Navitas’ responsibility to obtain and pay for all necessary permits and approvals for the Work. Client shall use its best efforts to assist Navitas in obtaining said permits and approvals. The installed equipment and the operation of the installed equipment by Navitas shall conform to all federal, state, and local code requirements existing on the date that both parties have signed the Contract Documents.

### **Section 9.02      Coordination During Installation**

Client and Navitas shall coordinate the activities of Navitas’ equipment installers with those of Client, its employees, and agents.

### **Section 9.03      Bonding**

Navitas will provide a Performance Bond and Payment Bond, each in the sum of 100% of the Contract Sum. The Performance Bond shall strictly apply to the construction and performance of the Work. The Payment Bond shall strictly apply to those providing labor, materials, equipment, supplies and services in connection with the performance of the Work. The surety’s

liability under the Performance Bond shall be fully exonerated as of the end of Navitas' one-year warranty period identified in **Article X** of this Contract. The surety's liability under the Payment Bond shall be fully exonerated as of Navitas' payment of the final balances due to all subcontractors and suppliers that Navitas uses to perform the work under this Contract for their work on this Project.

The guarantees extended pursuant to these bonds are limited to the construction obligations only, and for the first year of warranty against defective materials and workmanship. These bonds specifically exclude any guarantee of the performance or payment obligations of those sections of the contract related to extended maintenance services, annual reviews and/or guaranteed energy savings.

#### **Section 9.04      Employment Eligibility**

Upon the signing of this Contract by both parties, Navitas shall provide to Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. Navitas shall also provide Client a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project.

#### **Section 9.05      Compliance with Laws**

Throughout the term of this Agreement, Navitas shall fully comply with all applicable laws and ordinances and the applicable orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate administrative officers and agencies having jurisdiction, including but not limited to, Executive Order 11246, the Vocational Rehabilitation Act of 1973 (§503), the Americans with Disabilities Act, the Equal Employment Opportunities Act (42 U.S.C. § 2000e, et seq.) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. § 4212 [formerly 2012]).

#### **Section 9.06      Subcontracts**

At its exclusive option, Navitas may subcontract some or all of the Work. While Navitas retains the sole discretion to determine whether it will subcontract some or all of the Work, Client shall retain final authority to reject a particular subcontractor for cause. Upon request, Navitas will notify Client of its solicitation for bids with a description of the Work that will be subcontracted.

Navitas has involved Client in making a good-faith effort to allow local contractors the opportunity to bid on subcontracts where there are qualified local providers.

### **ARTICLE X EQUIPMENT WARRANTIES**

#### **Section 10.01      General Warranty**

Navitas warrants that all equipment sold and installed as part of this Contract will be installed properly in a good and workmanlike manner, is protected by applicable written manufacturer warranties covering parts and equipment performance, and will function properly for a period of one (1) year from the date of Substantial Completion of each particular ECM pursuant to Section 2.03, subparagraph (a).

### **Section 10.02 Exclusions**

Navitas' warranty excludes claims for equipment which are related in whole or in part to (i) abuse, (ii) modifications not approved or executed by Navitas or Subcontractors, (iii) maintenance or operation that is not in accordance with the Contract Documents (including but not limited to Article 14) and that is performed by any party other than the Navitas or Subcontractors, or (iv) normal wear and tear under normal usage

### **Section 10.03 Warranty Claims**

If, at any time prior to the expiration of the warranty period set forth herein, Client shall discover a warranted equipment failure, Client shall provide written notice of the warranty claim to Navitas. Navitas shall, upon receipt of written notice from Client prior to the end of the warranty period, correct such failure within a reasonable time. Navitas will remedy any such failure to minimize disruptions to Client's operations.

**After the warranty period set forth in this Article, Navitas shall have no responsibility for performing repairs or assisting Client in making manufacturer warranty claims relating to the installed equipment, unless it is later discovered that the equipment failed or otherwise functioned improperly solely as a result of Navitas' error or omission.**

### **Section 10.04 Manufacturer's Warranties**

Navitas further agrees to assign to Client all available manufacturer's warranties relating to the installed equipment and to deliver such written warranties to Client; and to assist Client in pursuing rights and remedies against the manufacturers under the warranties in the event of installed equipment malfunction or improper or defective function, and defects in parts, workmanship and performance.

All warranties, to the extent transferable, shall be transferable and extend to the Client. Notwithstanding anything to the contrary, Client is solely responsible for complying with the individual manufacturer warranty requirements.

## **ARTICLE XI STANDARDS OF COMFORT**

During the Construction Period, and where applicable, Navitas shall operate the installed equipment in a manner that will provide the standards of comfort and levels of operation as described in **Exhibit E (Standards of Comfort)**. During the term of this Contract, Client will maintain and operate the installed equipment in a manner that will provide the standards of comfort and levels of operation as described in **Exhibit E (Standards of Comfort)**.

## **ARTICLE XII ENVIRONMENTAL REQUIREMENTS**

### **Section 12.01 Excluded Material and Activities**

Client recognizes that in connection with the performance of the Scope of Work at Client's Premises, Navitas may encounter, but is not responsible for unless included in the Scope of Work, any work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, (ii) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released

by fungi), (iii) polychlorinated biphenyl (PCB) ballasts and mercury lamps, (iv) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this agreement, or (v) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section below (collectively “Hazardous Materials”), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as “Excluded Materials and Activities.” Client agrees that if performance of work involves any Excluded Materials and Activities, Client will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event Navitas discovers Hazardous or Excluded Materials, Navitas shall immediately cease work, remove all Navitas personnel or subcontractors from the site, and notify the Client. The Client shall be responsible to handle such Materials at its expense. Navitas shall undertake no further work on the Premises except as authorized by the Client in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Client shall not constitute a default by the Client. In the event of such stoppage of work by Navitas, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and Navitas and Client will discuss and determine any additional reasonable costs incurred by Navitas as a result and upon said determination and authorization by Client, the parties will agree to and execute a written Change Order covering said additional cost.

### **ARTICLE XIII TRAINING**

Navitas shall facilitate operational training for the installed equipment with the manufacturers of the installed equipment as more fully outlined in **Exhibit B (Scope of Work)**. The training outlined in Schedule B shall be completed prior to the date of Project Completion as set forth in Section 2.04.

Navitas’ initial training will provide Client and its then current employees with enough information to safely operate the equipment in accordance with the terms of this Contract and all OEM manuals and written operating or safety notices. Beyond that, Navitas does not guarantee the accuracy or completeness of any information in, or provided in connection with, the training. Navitas is not responsible for any errors or omissions, or for the results obtained from the use of such information.

### **ARTICLE XIV EQUIPMENT SERVICE**

#### **Section 14.01 Client’s Maintenance Responsibilities**

Client acknowledges that the equipment to be installed by Navitas as outlined in **Exhibit B (Scope of Work)** must be maintained in accordance with the equipment manufacturers’ installation, operation, and maintenance manuals. Prior to Project Completion as set forth in Section 2.04, Navitas will provide copies of available operation & maintenance manuals for equipment installed pursuant to **Exhibit B (Scope of Work)**.

Client shall be solely responsible for complying with the manufacturer’s recommended periodic maintenance. Client acknowledges that Client’s failure to perform the maintenance in accordance with the manufacturers’ guidelines shall constitute a “Material Change” as more fully outlined in **Article 16 (“Material Changes”)**.

## **Section 14.02 Malfunctions and Emergencies**

Client shall use its best efforts to notify Navitas or its designated subcontractors within twenty-four (24) hours after the Client's actual knowledge and occurrence of: (i) any malfunction in the operation of the installed equipment or any preexisting energy related equipment that might materially impact the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises lasting longer than twelve (12) hours, (iii) any alteration or modification in any energy-related equipment or its operation; or (iv) any other emergency condition affecting the installed equipment.

## **ARTICLE XV MODIFICATION, UPGRADE OR ALTERATION OF THE EQUIPMENT**

### **Section 15.01 Modification of Equipment**

During the term of this Contract, Client shall not (i) move, remove, modify, alter, or change in any way the installed equipment or any part thereof; or affix or install any accessory equipment or device on any of the installed equipment, without Navitas' prior written approval, except as set forth in **Article 14**.

### **Section 15.02 Upgrade or Alteration of Equipment**

During the term of this Contract Navitas shall have the right, but not the duty, to change the installed equipment, revise any procedures for the operation of the installed equipment or implement other energy saving actions in the Premises, provided that:

- (a) Navitas complies with the standards of comfort and services set forth in **Exhibit E (Standards of Comfort)** herein;
- (b) Such modifications or additions to, or replacement of the installed equipment, and any operational changes, or new procedures are necessary to enable Navitas to achieve the guaranteed energy and cost savings at the Premises;
- (c) The work associated with the modifications, additions, or replacement does not interfere with the District's operations and is conducted in accordance with the same limitations contained in this Contract; and
- (d) Any cost incurred relative to such modifications, additions or replacement of the installed equipment, or operational changes or new procedures shall be the responsibility of Navitas.

All modifications, additions or replacements of the installed equipment or revisions to operating or other procedures shall be described in a supplemental Exhibit to be provided to the Client for approval, which shall not be unreasonably withheld, conditioned, or delayed, provided that any replacement of the installed equipment shall, unless otherwise agreed, be new and have equal or better potential to reduce energy consumption at the Premises than the equipment being replaced. Navitas shall have the right to update any and all software to be used in connection with the installed equipment in accordance with the provisions of **Section 17.01 (Ownership of Certain Proprietary Rights)**. All replacements of and alterations or additions to the installed equipment shall become part of the equipment described in **Exhibit B (Scope of Work)**.

## ARTICLE XVI MATERIAL CHANGES

### Section 16.01    Material Change Defined

A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise which reasonably could be expected to increase or decrease the annual energy consumption measurements set forth in **Exhibit D (Verification and Guarantee of Savings)** by at least 1% after adjustments for climatic variations. Actions by the Client that may result in a Material Change include but are not limited to the following:

- (a) manner of use of the Premises by the Client; or
- (b) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- (c) occupancy of the Premises, which shall not include the number of students or staff members using the Premises unless increasing or decreasing by more than 3% per annum; or
- (d) structure of the Premises; or
- (e) types and quantities of equipment used at the Premises or
- (f) modification, renovation, or construction at the Premises; or
- (g) the Client's failure to provide maintenance of and repairs to the installed equipment in accordance with Article 14; or
- (h) any other conditions affecting energy use at the Premises including but not limited to the replacement, addition or removal of energy and water consuming devices whether plug in or fixed assets,
- (i) casualty or condemnation of the Premises or installed equipment, or
- (j) changes in utility provider or utility rate classification, or
- (k) any other conditions affecting energy or water use at the Premises, or
- (l) permanent changes in the comfort and service parameters set forth in **Exhibit E (Standards of Comfort)**; or
- (m) modifications, alterations or overrides of the energy management system Schedules or hours of operation, set back/start up or holiday schedules.

### Section 16.02    Reported Material Changes; Notice by Client

The Client shall deliver to Navitas a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least thirty (30) days before any Material Change or as soon as is practicable after an emergency or other unplanned event. Notice to Navitas of Material Changes because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Client within

forty-eight (48) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Client to have occurred.

### **Section 16.03 Adjustments to Baseline**

In the event of a Material Change, Navitas shall have the right, but not the obligation, to adjust the baseline energy consumption to account for the Material Change in the energy savings measures outlined in **Exhibit D (Verification and Guarantee of Savings)**. Any such adjustment shall be an accurate reflection of the changes to the baseline energy consumption caused by the Material Change, and shall be calculated using the same methods utilized in calculating the original baseline energy consumption and estimated energy cost savings.

## **ARTICLE XVII OWNERSHIP OF CERTAIN PROPRIETARY RIGHTS; EXISTING EQUIPMENT**

### **Section 17.01 Ownership of Certain Proprietary Property Rights**

Client shall not, by virtue of this Contract, acquire any interest in any reports, formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Design & Engineering Documents or the installed equipment. Upon final payment of the Contract Sum, Navitas shall grant to Client a license to use Navitas' Design & Engineering Documents, and shall provide Client with as-built drawings of the Project.

### **Section 17.02 Ownership of Existing Equipment**

Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Client even if it is replaced or its operation made unnecessary by work performed by Navitas pursuant to this Contract. All existing equipment and materials to be replaced at the Premises are more fully outlined in **Exhibit B (Scope of Work)**. Client shall be responsible for and designate, in writing, the location and storage for any replaced equipment and materials. Absent such designation, Navitas shall have sole discretion to determine the means and methods for disposal of all replaced equipment and materials.

## **ARTICLE XVIII PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION**

### **Section 18.01 Insurances**

Navitas shall purchase and maintain insurance as outlined below. Navitas shall provide Client with evidence of said insurance upon request, and shall maintain coverage for the duration of this Agreement. Navitas shall require all of its subcontractors to provide evidence of insurance upon Client request.

The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage. Client shall be named as an additional insured under the Commercial General Liability Insurance policy.

Navitas' Commercial General and Automobile Liability Insurance, as required by Subparagraphs 18.01.(a) and 18.1.(b), shall be written for not less than limits of liability as follows:

- (a) Commercial General Liability
  - Combined Single Limit
  - \$1,000,000 Each Occurrence
  
  - \$2,865,330 General Aggregate
  - Other Than Products & Completed Operations
  
  - \$2,865,330 Product & Completed Operations
  - Aggregate
  
- (b) Commercial Automobile Liability Combined Single Limit
- \$1,000,000 Each Occurrence

Navitas shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed, and shall require any of its subcontractors to do the same unless the subcontractors' employees are covered by the insurance obtained by Navitas. In case any class of employees performing the Work and Services hereunder are not protected under Missouri's worker's compensation statutes, Navitas shall provide employer's liability insurance for the protection of their employees not otherwise protected. Navitas shall require any of its subcontractors to provide similar insurance coverage for all of the latter's employees unless such employees are covered by the protection afforded by Navitas.

#### **Section 18.02 Indemnification**

To the extent permitted by law, Navitas shall hold harmless and indemnify Client and its Board of Education, Board members, officers, agents and employees from claims, arising out of the negligence, or errors or omissions, of Navitas, its agents or employees, or those for whom Navitas is legally liable.

To the extent permitted by law, Client shall hold harmless and indemnify Navitas and its officers, agents and employees from claims, arising out of the negligence, errors or omissions of Client, its agents or employees, or those for whom Client is legally liable.

#### **Section 18.03 Liabilities**

Neither party shall be liable for any special, incidental, exemplary, indirect, or consequential damages, arising out of or in connection with this Contract. Further, the liability of either party under this Contract shall not exceed the amount of twice the Contract Sum in the aggregate.

#### **Section 18.04 Waiver of Subrogation**

If during the Construction Period the Client or Navitas insure properties, real or personal or both, at or adjacent to the premises by insurance, the insured party and the insured party's insurer shall and do, to the extent allowed by law and the insured party's insurance policy documents, waive all rights against the other party and its Subcontractors and Sub-subcontractors, including but not limited to any and all subrogation rights, for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

If after the Construction Period the Client or Navitas insures properties, real or personal or both, at or adjacent to the premises by insurance, the insured party and the insured party's insurer shall and do, to the extent allowed by law and the insured party's insurance policy documents, waive all rights against the other party and its Subcontractors and Sub-subcontractors, including but not limited to any and all subrogation rights, for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

## **ARTICLE XIX EVENTS OF DEFAULT**

### **Section 19.01 Events of Default by Client**

Each of the following events or conditions shall constitute an "Event of Default" by Client:

- (a) Any failure by Client to pay Navitas any earned, undisputed, and applied-for sum within thirty (30) days after written notification by Navitas that Client is delinquent in making payment and provided that Navitas is not in default in its performance under the terms of this Contract; or
- (b) Any other material failure by Client to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Client demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Client shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or
- (c) Any representation or warranty furnished by Client in this Contract that was false or misleading in any material respect when made; or
- (d) Failure by Client to operate and maintain the installed equipment consistent with the Standards of Comfort described in Schedule N, unless such operation and maintenance of the installed equipment has been approved in writing by Navitas.

### **Section 19.02 Events of Default by Navitas**

Each of the following events or conditions shall constitute an "Event of Default" by Navitas:

- (a) Failure of Navitas to properly design, install, maintain, repair or adjust the installed equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Client to Navitas demanding that such failure be cured, shall be deemed cured for purposes of this Contract; or
- (b) Any representation or warranty furnished by Navitas in this Contract is false or misleading in any material respect when made; or
- (c) Any failure by Navitas to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after written notice by the Client to Navitas demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;

- (d) Any lien or encumbrance, not discharged within thirty (30) days of written notice, upon the installed equipment by any subcontractor, laborer or materialman of Navitas not caused by the failure of Client to satisfy its obligations under this Agreement; or
- (e) The filing of a bankruptcy petition whether by Navitas or its creditors against Navitas, if said proceeding is not dismissed within thirty (30) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of Navitas.
- (f) Failure by Navitas to pay any amount due the Client or perform any obligation under the terms of this Contract, including completing the Project within the time identified in the Project Schedule which will be periodically revised and updated throughout the Construction Period with the consent of both parties.

### **Section 19.03 Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance is due to natural disasters or any causes beyond the reasonable control of such party, including, without limitation: Acts of God, labor strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, loss or malfunctions of utilities, communications or computer (software or hardware) services, and/or delay or errors by equipment manufacturers. In event of such force majeure, the party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

## **ARTICLE XX REMEDIES UPON DEFAULT; DISPUTE RESOLUTION**

### **Section 20.01 Remedies Upon Default**

In the Event of Default, and subject to the dispute resolution procedures of Section 20.02, the parties shall be allowed any and all remedies at law or equity, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees, subject to the limitations of Section 18.3.

### **Section 20.02 Dispute Resolution**

In the event a dispute arises between Navitas and Client regarding the application or interpretation of any provision of the Contract Documents, the aggrieved party shall promptly notify the other party of the dispute, but in no event more than twenty (20) days after such dispute arises. If the parties fail to resolve the dispute within twenty (20) days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party.

## **ARTICLE XXI ASSIGNMENT**

Navitas acknowledges that Client is induced to enter into this Contract by, among other things, the professional qualifications of Navitas. Navitas agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior

written approval of the Client, which may be withheld in Client's sole discretion, except to a successor through merger, acquisition, or corporate reorganization.

#### **Section 21.01 Assignment by Navitas**

Navitas may, with prior written notice and written approval of the Client, which consent shall be in Client's sole discretion, assign its duties and performance under this Contract.

#### **Section 21.02 Assignment by Client**

Client may, with prior written notice and written approval of Navitas, transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises or an interest therein. The Client shall remain jointly and severally liable with its assignees or transferees to Navitas for all of its obligations under this Contract.

### **ARTICLE XXII REPRESENTATIONS AND WARRANTIES**

Each party warrants and represents to the other that:

- (a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- (c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

### **ARTICLE XXIII ADDITIONAL REPRESENTATIONS OF THE PARTIES**

To the extent permitted by law, Client hereby warrants, represents, and promises that it has provided or shall provide timely to Navitas, all records relating to energy usage and energy-related maintenance of Premises requested by Navitas and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

Navitas hereby warrants, represents, and promises that before commencing performance of this Contract that: it shall have become licensed or otherwise permitted to do business in the State and local jurisdictions as required; it shall have provided proof and documentation of required insurance and bonds pursuant to this Contract; and it shall use qualified subcontractors who are licensed and bonded in this state to perform the work so subcontracted pursuant to the terms hereof.

## **ARTICLE XXIV MISCELLANEOUS**

### **Section 24.01 Further Documents**

To the extent permitted by law, the parties shall sign and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

### **Section 24.02 Inspection of Premises**

Client agrees that Navitas shall, to the best of its abilities, have the right once a month, with prior notice, to inspect Premises to determine if Client is complying, and shall have complied with its obligations as set forth in the Contract Documents. Client shall make the Premises available to Navitas for and during each monthly inspection, and shall have the right to witness each inspection. Client may conduct its own inspection at the same time. Navitas agrees to not interfere with Client operations during any monthly inspection.

## **ARTICLE XXV CONFLICTS OF INTEREST**

### **Section 25.01 Conflicts of Interest**

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, neither party hereto nor any director, employee or agent of any party hereto shall give to or receive from any director, employee or agent of any other party hereto any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, neither party hereto nor any director, employee or agent of either party hereto, shall without prior notification thereof to the other party enter into any business relationship with any director, employee or agent of the other party or of any affiliate of the other party, unless such person is acting for and on behalf of the other party or any such affiliate. A party shall promptly notify the other party of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the party against whom it was charged. To the extent permitted by law, upon reasonable notice and during regular business hours, any representative of any party, authorized by that party, may audit the records of the other party related to the prohibitions contained in this section of this Contract, including the expense records of the party's employees involved in this Contract, for the sole purpose of determining whether there has been compliance with this section. Any such audit shall be at the auditing party's sole expense, which shall include the non-auditing party's administrative or clerical expenses associated with the audit.

## **ARTICLE XXVI COMPLETE CONTRACT**

The Contract Documents, as enumerated in Article 1, shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the parties. The parties reserve the right to amend the Contract Documents in the future to include additional ECMs or to add to the Scope of Work. Any such amendment shall incorporate the general terms of the Contract Documents, but shall modify the same as necessary to account for the additional ECMs or changes to the Scope of Work.



**EXHIBIT A  
DESCRIPTION OF PREMISES**

Facilities included in this Contract are located at:

Primary Building  
799 I St  
Loup City, NE 68853  
*Square Footage: 14,390 sqft*  
*Abbreviation: PRI*

High / Middle / Elementary School  
800 N 8th St  
Loup City, NE 68853  
*Square Footage: 99,939 sqft*  
*Abbreviation: HME*

**EXHIBIT B  
SCOPE OF WORK**

The following is the scope of work (“Work”) associated with the energy conservation measures (ECMs) included in the project and indicates the work to be performed and associated equipment to be installed by Navitas under this Contract.

**A. General scope of work items.**

1. The Client will provide a space in one of the facilities to be used as a temporary office for Navitas Project Manager (PM). The office will include typical 120V-20A electrical power outlet and WIFI internet connection for service use by Navitas and its Subcontractors for the duration of the project.
2. Client shall provide parking for construction personnel, and staging areas for equipment and storage containers, at each facility.
3. Construction will follow typical work hours during the day of 7:00am to 5:00pm. To the extent reasonably practicable, construction activities will be conducted in a manner as to interfere as little as possible with the daily operations of Client, including student instruction. On occasion the work of the project will require access to the facilities during hours other than these, the site construction manager will work directly with the Client to identify these work periods and together determine a best approach to scheduling the work.
4. Access to all spaces of all buildings is critical to the timeliness of completing the work. The Client shall allow access of a key to the Navitas site Project Manager to open all locked spaces. The use of any such key shall be limited to that reasonably necessary to complete the work.
5. Navitas will prepare and furnish Client with electronic versions of installation, operation, & maintenance manuals for all equipment provided. Navitas may provide Client with some of this information throughout the course of construction as certain ECMs are completed, and Client takes responsibility of completed construction. Navitas will also provide three (3) electronic copies on USB drives of a complete and comprehensive set of documents including all of the closeout documentation for the entire project at the completion of the project.

**B. ECMs #11-12 – Lighting Efficiency Improvements**

1. Work scoped for the following facilities:

Figure B.1 Lighting Efficiency Improvements Scope Building List

ECM #	Building	ECM #	Building
11	Primary Building	12	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Investment Grade Audit (IGA), Room-By-Room Retrofit Table

3. The scope for this ECM is limited to the fixture types, occupancy sensor types, and quantities listed in the detailed room-by-room lighting audit included in the IGA. This construction plan details the extent of the lighting upgrade equipment to be installed. Navitas will upgrade the following existing lighting as described briefly below and detailed in the room-by-room audit:
  - a. High-bay metal-halide and fluorescent light fixtures will be removed and replaced with new LED light fixtures on a one-for-one basis.
  - b. Occupancy sensors and on/off scheduling is included for the gymnasiums. Lighting circuiting, switching and power distribution will remain as-is, and is assumed to be in proper working condition. As-built information will be provided at the close-out of the project to document final occupancy sensor quantities and locations.
  - c. All existing emergency lighting circuiting is assumed to be in proper working order and wired in accordance with all applicable codes.
  - d. Navitas will dispose of removed lamps and ballasts according to EPA guidelines and local, state, or other jurisdiction law. Navitas will present a Certificate of Disposal to Client for their records.
  - e. Unless harmed or damaged by Navitas, the following items are not included with the lighting retrofit:
    - i. Any fixtures and lamps not expressly defined by the detailed retrofit table provided in the IGA.
    - ii. Painting, tile work, floor repair, and wall repair.
    - iii. Correcting any deficiencies in the electrical system, including bringing existing conditions up to code.
    - iv. Existing dimming lighting systems, unless noted in the scope of work.
    - v. Repair or replacement of existing power and emergency power distribution wiring.
    - vi. All new light fixtures installed as part of this scope include a manufacturer's material-only 5-year warranty. Replacement for one (1) year following date of substantial completion, including costs parts and labor for any defective fixtures are included, as part of this contract. Client will be responsible for labor costs to replace any defective fixtures for the remainder of the manufacturer's warranty period.

C. ECMs #21-22 – Weatherization

1. Work scoped for the following facilities:

Figure B.2 Weatherization Improvements Scope Building List

ECM #	Building	ECM #	Building
21	Primary Building	22	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Investment Grade Audit (IGA) Report, Building Envelope Audit Detail.
3. All of the safely accessible areas of the buildings were audited to determine locations where weatherization is recommended, and the scope of work for weatherization is shown on the respective building weatherization documents entitled “Weatherization” in the accompanying Investment Grade Audit (IGA).
4. Navitas will install door-sealing materials consisting of a heavy metal aluminum carrier, and strip of Q-Ion which is a formed and angled sponge wrapped in vinyl. It is applied to the doorframes, secured with screws, and caulked for added durability and air sealing through the carrier. The sweeps utilize a double fin film seal between a set of brushes, also embedded in a heavy aluminum carrier. The material is typically placed under the kick plate of the door and secured in the same method as the rest of the door seal.

**D. ECMs #31 – Exterior Door Replacements**

1. Work scoped for the following facilities:

Figure B.3 Exterior Door Replacements Scope Building List

ECM #	Building
31	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Remove and store the door hardware from the doors to be replaced as identified below.
  - b. Disconnect, remove, and properly dispose of the doors identified below (and door frames where there is evidence of damage/corrosion).
  - c. Furnish and install the new replacement door/frame that is of the same materials/style/function as the existing ones (painted to match other existing doors). Doors will have a U-value equal or less than 0.20 Btu/hr-fts-F, or the whole unit R-value will be equal or greater than 5.0.
  - d. Re-install door hardware and new weatherization products.

**E. ECMs #41-42 – Building Automation System (BAS)**

1. Work scoped for the following facilities:

Figure B.4 Building Automation System (BAS) Scope Building List

ECM #	Building	ECM #	Building
41	Primary Building	42	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Disconnect and remove all existing controls and associated electrical wiring which will no longer be in service as a result of this Scope of Work. No existing control wiring will be re-purposed for any new controls being installed.

- b. Furnish and install a Building Automation System to interface and allow control, scheduling, and monitoring of the equipment at each facility, as identified on the BAS Points List.
- c. Furnish and install all required servers, routers, switches, controllers, sensors, transmitters, relays, contactors, actuators, thermostats, damper motors, to establish/represent the “points” identified on the BAS Points List and to complete this Scope of Work.
- d. Where existing system controls are to remain, provide a LON / N2 gateway controller (as applicable), with software to communicate with all the currently available adjustable and non-adjustable control points. All existing equipment control points shall be integrated into the BAS.
- e. The new Building Automation System shall also provide control, scheduling, and monitoring of new controls that are installed with the replacement of mechanical equipment. New points identified for this equipment on the BAS Point List may be integrated into the BAS through the BACnet controller provided with the equipment, or with the installation of new control devices and wiring, as necessary.
- f. Outdoor temperature and humidity sensors will be provided on the exterior of each building to measure and report conditions to the BAS. Sensor(s) will be mounted in a shaded location on the north exposure to minimize solar radiant heat gain and measure the ambient outdoor conditions accurately. Sensors will be installed with a rain proof perforated cover.
- g. Provide all required electrical system components including but not limited to power supplies, transformers, circuit breakers, disconnects, fuses, wire, cable, conduits, electrical terminations, raceways, hangers, supports, sleeves, junction boxes, enclosures, grounding, and other associated accessories to connect field devices to controllers, controllers to the BAS network, and provide any other electrical interlocks needed to complete this Scope of Work.
- h. Furnish and install all required software, programming, and graphics to establish monitoring and control of the equipment in the facilities by the Building Automation System.
- i. Individual equipment graphics representative of the equipment and the associated control points shall be provided.
- j. All programming to implement the sequence of operation for the new controls for the existing equipment shall be provided.
- k. A sequence of operations based upon the Standards of Comfort will need to be submitted to Navitas for approval.
- l. A Home Page for the building shall be provided that shows the overall building floor plans with links to the individual area floor plans and links to the individual equipment graphic pages. The Outdoor Air Temperature and Humidity shall be displayed on the building Home Page and on the individual equipment graphics pages.

- m. The Home Page shall include floor plan graphics with colors that indicate the status of the individual space temperatures relative to the space temperature setpoints.
- n. Area floor plans will be provided as part of the BAS graphics package, showing locations of space temperature sensors and the associated space temperature and space temperature setpoint. A link shall be provided from the space temperature sensor to the associated individual equipment graphic page. The floor plans shall be labeled with the appropriate room number or description.
- o. The new BAS system graphics shall provide the following control points at a minimum for each space/zone with a temperature sensor:
  - i. Occupied/Unoccupied
  - ii. Occupied/Unoccupied Schedule Override
  - iii. Space Temperature Setpoint(s)
  - iv. Space Temperature
- p. Individual Equipment Graphic Pages with all the adjustable and non-adjustable control points available shall be provided for the equipment identified on the Control Points List, including but not limited to the following:
  - i. Rooftop Units
  - ii. VAV Terminal Units
  - iii. Air Handling Units
  - iv. Furnace/Condensing Unit
  - v. Makeup Air Units
  - vi. Split System A/C Units
  - vii. Exhaust Fans
  - viii. Unit Heaters
  - ix. Pumps
  - x. Boilers
- q. A Demand Controlled Ventilation (DCV) sequence of operation shall be implemented where Space CO2 sensors are installed.
- r. The new DDC building automation system shall integrate the control systems for all the school district buildings as part of a web-based district-wide building automation system. The district-wide BAS shall allow for a global scheduling override of all school district buildings to include, but not limited to "Occupied," "Unoccupied," "Holiday," and "Snow Day." The global scheduling override shall consist of an occupied start and stop function and an unoccupied start and stop function for all

buildings. When the selected global occupied or unoccupied time has been satisfied the individual building schedules shall commence. the individual building space thermostat or room controller occupied overrides shall still operate for the designated time frame (adj.) when pressed during the district-wide occupancy override. The new district-wide building automation system shall provide a district-wide home page with global scheduling overrides and links to the home page for each building.

F. ECMs #51 – Replace Existing Boiler/Window AC with Gas-Fired Furnaces/Condensing Units and Update Electrical Services

1. Work scoped for the following facilities:

Figure B.5 HVAC Improvements Scope Building List

ECM #	Building
51	Primary Building

2. Reference the following for details associated with this portion of the scope of work:

- a. Disconnect, remove, and properly dispose of the existing steam boiler system including boiler, flue, condensate recovery unit and all associated steam/condensate piping and accessories in the boiler room.
- b. Remove steam system terminal units in the spaces as identified on the construction documents, including but not limited to fin-tube radiators, convector units, unit heaters, etc. Cut pipe below adjacent surface such that the penetration through floor/wall may be filled and include materials to level-off surface, for future application of flooring materials, etc.
- c. Remove existing heating and ventilating unit that is suspended from the ceiling in the boiler room and associated ductwork. Disconnect and remove gas piping and electrical wiring/conduit.
- d. Construct a furnace room for each classroom as shown on construction documents.
- e. New furnace rooms will be built with framed-in walls with 5/8" gypsum board (or what is required to establish one-hour fire resistance rating). Walls to be built to the ceiling, and room shall be four feet interior depth by five feet interior width (minimum). Tape seams of drywall, texture and paint interior and exterior wall surfaces. Room shall be sized, and equipment shall be placed to permit maintenance access to furnace units and HRV units. The new furnace room walls will be positioned such that existing wall-mounted chalkboards, note boards, etc. will not need to be relocated.
- f. Some light switches and/or phone jacks will be relocated into the exterior wall of the furnace room to make them accessible when the furnace room has been built.
- g. Provide 36" x 80" L Series hollow steel door and frame, as manufactured by Steelcraft (color agreed upon by Client) and provided with locking hardware. Coordinate with Client on keysets required.
- h. Make modifications to the kitchen storage room to make it a furnace room.

- i. Remove radiator and piping to below floor level.
- j. Remove and replace door/frame to provide new door that opens into the kitchen.
- k. Furnish and install furnace units as shown on construction documents. The new units will be Lennox, or Navitas pre-approved equal, and will comply with ASHRAE 90.1-2019 standards for efficiency. Furnaces will have a minimum of 96 AFUE.
- l. Furnish and install all fresh air and combustion air duct for the gas-fired furnaces, routed from unit to the exterior of the building through the roof. Roofing work will be done at these locations to make weathertight.
- m. Provide new ductwork in the boiler room from the existing outside air louver, connecting with return air duct from under stage, and routing to the furnace units serving the gym. Provide new motorized dampers/controls to open dampers to minimum position when furnace is on. (If the BAS system ECM is approved, controls will be provided to modulate dampers for free cooling.)
- n. Provide gas piping from meter/regulator to new furnace units. Gas piping mains will be roof-mounted, supported on galvanized steel strut adhered to rubber roof blocks (Dura-Blok or equivalent) placed at a distance no greater than 8' from next block.
- o. Provide new supply air ductwork with diffusers for each furnace to supply conditioned air to the space. New ductwork construction shall be insulated as noted in the construction documents. Refer to the design drawings for duct routing details.
- p. Provide new Heating Recovery Ventilators (HRV) for each furnace unit as shown on the Construction Documents. Ductwork will be provided for the fresh/stale air heat exchange, with penetrations through the roof, and any roofing work needed to make weathertight.
- q. Furnish and install new condensate pumps and PVC tubing to discharge condensate to existing sewage line. Condensate drains shall be trapped and sloped per the unit manufacturer's recommendation.
- r. Provide direct expansion cooling coil at each furnace and refrigerant line sets to associated roof-mounted condensing units. Air conditioning will meet or exceed a 13.5 EER. The units will be provided with a refrigerant charge per the manufacturer's recommendation. Each condensing unit will set on a pad/stand and include a hail guard.
- s. The BAS system will provide start/stop functionality for heating, ventilation, and air conditioning modes for this equipment.
- t. Provide new exhaust fans for the classroom restrooms as shown on Construction Documents. Units will be roof-mounted on roof curbs provided with flashing for weathertight installation. Provide on/off control with wall switch.
- u. Furnish and install new electric heaters in classroom restrooms with integral thermostat.

- v. Furnish and install equipment tags for the new Furnace and Condensing Units. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
- w. Demo existing electrical gear and provide new 600A 120/208V 3 phase service with new conduits and wire to exterior of building for connection by utility provider.
- x. Provide two (2) new 200A, 42 space electrical panels. Furnish and install all required circuit breakers, disconnect switches, conduit, and wiring as required to power the new equipment from the new electrical service panels. Power for units may be provided in conduit that is wall mounted or installed on the roof, where it would be mounted on galvanized steel strut adhered to rubber roof blocks (Dura-Blok or equivalent) placed at a distance no greater than 8' from next block.
- y. Provide conduit and wiring necessary to add the existing electrical panels that remain in the boiler room, electrical storage room 200 and throughout the building, to be fed from the new service.
- z. Update all panel schedules with new circuit information.
- aa. For rooftop equipment, 120V service outlets will be provided to meet code requirements for servicing equipment.
- bb. Provide electrical power to restroom exhaust fans and electric wall heaters, from new circuit breakers in electrical panel. Conduit may be installed in tunnel to accomplish this.
- cc. Provide switch and electrical wiring for light fixture in each new furnace room.
- dd. Complete air flow testing on new equipment to establish design airflows at the furnace units and each grille, register and diffuser. A report will be produced, documenting the test and balance results.

G. ECMs #52 – Southern Window Replacements and Wall Construction

- 1. Work scoped for the following facilities:

Figure B.6 Southern Window Replacements and Wall Construction Scope Building List

ECM #	Building
52	Primary Building

- 2. Reference the following for details associated with this portion of scope of work:
  - a. Prep surfaces where window walls have been removed, for installation of new framed walls; remove tile tops.
  - b. Furnish and install wood framing from block/brick partial wall to ceiling, spanning the area where each of 7 classroom window walls had previously existed. Frame-in the windows to be installed. Top of window framing to be no less than 18" from ceiling to allow for future ceiling grid to be installed at minimum of 94" AFF.

- c. Provide exterior siding materials with LP Smart Siding.
- d. Insulate wall with batt insulation rated at a minimum of R-13, with vapor barrier facing the inside.
- e. Provide gypsum board on the inside surface, tape seams and texture before painting (after gaining approval by Client on texture appearance and paint color).
- f. This Scope of Work specifically includes the following work, where the existing windows on the south wall of the Primary Building have been removed and a portion of the area is to be filled in with a new dual-pane, fixed “picture” windows.
- g. Provide fourteen (14) units of two windows mulled together. Each unit will be 83.5” wide and 35.5” high. Windows to be Pella Impervia or equivalent.
- h. Window units to have foam insulated frame, gray color to match the existing window frames on east and west elevations of building and provided with nail fin.
- i. Window glazing will have Low-E tempered glass and insulated to establish a performance U-Factor of 0.26 or less.
- j. All anchors and embeds required to attach the window to the structure will be provided.
- k. Include all sills, jambs, heads and all other counter-flashings and casings required to establish integrity of proper installation of window units.
- l. Provide new soffit paneling and trim as required to finish installation.
- m. Caulking will be provided as required to complete the installation of this work.
- n. All labels, protective stickers, paper or plastic coverings, excessive sealants, dirt, and debris will be removed from all glass and metal surfaces prior to final cleaning.

H. ECMs #55 – Fire Alarm System Upgrades & North Windows

- 1. Work scoped for the following facilities:

Figure B.7 Fire Alarm System Upgrades Scope Building List

ECM #	Building
55	Primary Building

- 2. Reference the following for details associated with this portion of scope of work:
  - a. Replace existing fire alarm system with new addressable system. All work shall comply with the Nebraska State Fire Code and NFPA standards and shall include but not be limited to the following:
  - b. Remove existing conventional fire alarm panel and replace with Siemens FC-922-US with back box and power supplies.

- c. Remove existing initiating devices (fire alarm pull stations, smoke detectors and heat detectors) throughout the building. Make repairs to openings or cover.
- d. Remove existing audio/visual devices (strobe, horns, etc.). Make repairs to openings or cover.
- e. Provide 12 new pull stations (XMS-S) at each exit of the building.
- f. Furnish and install 27 new heat detectors (HI-921) and 30 new smoke detectors (OP-921) in spaces as required by code.
- g. Furnish and install 11 new (SLHSCW-F) ceiling mounted horn/strobe units providing coverage throughout the building. Provide 18 new (SLSCW-F) ceiling mounted strobe units. Each classroom at minimum, shall require one strobe unit.
- h. Provide 1 new zone monitor module (XTRI-M).
- i. Provide 2 new duct detectors (FDBZ492-HR)
- j. All devices to be ADA compliant.
- k. Provide wiring and conduit and all electrical terminations required for a fully operational addressable system.
- l. Provide all necessary programming of the control system and commissioning/checkout activities.
- m. All fire alarm system components shall be represented on a set of fire alarm drawings and submitted to the Fire Marshal for approval.
- n. The local Authority Having Jurisdiction shall be involved in the testing of the system.
- o. Produce as-built drawings for Client's records.

I. ECMs #71 – Replace Geothermal Heat Pumps

- 1. Work scoped for the following facilities:

Figure B.8 Geothermal Heat Pump Scope Building List

ECM #	Building
71	High / Middle / Elementary School

- 2. Reference the following for details associated with this portion of scope of work:

Figure B.9 Geothermal Heat Pump Replacement List

Heat Pump #	Size Tag	Existing Mammoth Model #	Orientation	Location
1	7	F04SVLF	Vertical	Mezzanine
2	9	F054VLE	Vertical	Mezzanine
3	7	F045VLF	Vertical	Mezzanine
4	5	D027VLF	Vertical	Mezzanine
5	5	D027VLF	Vertical	Mezzanine
6	7	F045VLF	Vertical	Mezzanine
7	9	F054VLE	Vertical	Mezzanine
8	9	Existing to Remain	Vertical	Mezzanine
9	9	F054VLE	Vertical	Mezzanine
10	5	D027VLF	Vertical	Mezzanine
11	8	F045VLF	Vertical	Mezzanine
12	9	F054VLE	Vertical	Mezzanine
13	6	D035VLE	Vertical	Mezzanine
14	7	F045VLF	Vertical	Mezzanine
15	7	F045VLF	Vertical	Mezzanine

Heat Pump #	Size Tag	Existing Mammoth Model #	Orientation	Location
16	10	F066VLF	Horizontal	Above Ceiling
17	1	D020HLE	Horizontal	Above Ceiling
18	3	F054HLE	Horizontal	Above Ceiling
19	3	F054HLE	Horizontal	Above Ceiling
20	4	F054HLE	Horizontal	Above Ceiling
21	1	D020HLE	Horizontal	Above Ceiling
22	3	F054HLE	Horizontal	Above Ceiling
23	4	F054HLE	Horizontal	Above Ceiling
24	2	D027HLF	Horizontal	Above Ceiling
25	2	D027HLF	Horizontal	Above Ceiling
26	2	D027HLF	Horizontal	Above Ceiling
27	4	F054HLE	Horizontal	Above Ceiling
28	3	F054HLE	Horizontal	Above Ceiling
29	1	D020HLE	Horizontal	Above Ceiling
30	1	D020HLE	Horizontal	Above Ceiling
31	1	D020HLE	Horizontal	Above Ceiling
32	11	D019CHE	Cabinet	On Floor
33	11	D019CHE	Cabinet	On Floor

- a. Remove and stack neatly for re-use, any ceiling tiles that are to be removed to perform the Scope of Work in this ECM where Heat Pump units are located above the ceiling. Ceiling grid that needs to be removed to access the equipment will be returned to “pre-retrofit” condition upon completion of work, and the ceiling tiles will be reinstalled. Ceiling tiles damaged during this work will be replaced with new.
- b. Disconnect, remove, and properly dispose of the existing Geothermal Heat Pumps and the associated ground loop water shut-off valves, balancing/automatic flow control valves, and hose kits. Disconnect the existing condensate drain.
- c. Furnish and install new high efficiency Geothermal Heat Pumps and all required hangers, supports, and accessories to replace the existing units as shown on the Construction Documents. High efficiency Geothermal Heat Pumps will be Daikin or Navitas pre-approved equal.
- d. The new Geothermal Heat Pumps will include the following:
  - i. ECM Supply Fan Motors (Multi-Speed)
  - ii. High Efficiency Scroll Compressors
  - iii. R-410A Refrigerant
  - iv. Stainless Steel Drain Pan
  - v. MERV 8 Filters
  - vi. Integral controller with isolation valve contacts, manufacturer supplied thermostat, and integral discharge air temperature sensor.
- e. Furnish and install new hose kits and all required ground loop piping to connect the new Heat Pumps to the existing ground loop water supply and return piping. Hose kits and Heat Pump ground loop water connections will include the following:
  - i. Stainless Steel Braided Hoses

- ii. Manual Shut-off/Isolation Valves on Supply and Return
  - iii. Strainer
  - iv. 2-Way automatic control valve & actuator
  - v. Automatic flow control balance/limiting valve
  - vi. Blow Down Valve
- f. Furnish and install 2-way motorized control valves.
  - g. Furnish and install connections from the Heat Pump drain pan to the condensate drain line and include installation of new p-trap, if necessary. Maintain slope of line per the unit manufacturer's recommendation.
  - h. Furnish and install new supply air and return air ductwork transitions as required to connect the new Heat Pumps to the existing supply air and return air ductwork. New ductwork construction shall match existing. Insulate all new supply air ductwork to match existing. Line all new return air ductwork as defined in the Construction Documents.
  - i. Furnish and install return air duct detectors for the new Heat Pumps with supply air volumes greater than 2000 CFM as required by code, if not existing. Furnish and install the required fire alarm system wiring, relay control modules, and existing fire alarm system programming to integrate the smoke detectors into the existing fire alarm system and to shut-down the new Geothermal Heat Pumps.
  - j. Furnish and install equipment tags for the new Geothermal Heat Pumps. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
  - k. Furnish and install all required circuit breakers, disconnect switches, conduit, and wiring as required to power the new Geothermal Heat Pumps from the existing electrical service, if existing power is not appropriate. Update all panel schedules with new circuit information.
  - l. Provide complete test and balancing of the new Heat Pump units per NEBB or AABC guidelines. The new Heat Pumps will be provided with test and balance services on the total supply air and return air volumes at each unit. No test and balance services will be performed at the grilles, registers and/or diffusers.

J. ECMs #72 – Add Cooling Coil to HS Gym AHU

- 1. Work scoped for the following facilities:

Figure B.10 HS Gym Cooling Coil Scope Building List

ECM #	Building
72	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. An allowance in the amount of \$322,473 is included in this agreement to implement this scope item.
  - b. Disconnect the return air and outside air ductwork from the unit and provide new mixing box section with control dampers.
  - c. Furnish and install additional I-beam structural steel needed to support the new AHU components enlarging the existing Air handling Unit footprint.
  - d. Disconnect hot water piping for the unit to align with new orientation of hot water coil.
  - e. Separate from the supply fan section, the hot water coil section and plenum return / filter sections and relocate these to allow for insertion of the new DX evaporator coil(s), insert in the location prior to fan section. Reconnect the existing sections of the AHU that had been separated and provide new hot water piping required to make connection to coil.
  - f. Furnish and install new air-cooled condensing unit(s).
  - g. Furnish and install structural reinforcement to support the new air-cooled condensing unit(s).
  - h. Install associated refrigerant line sets between air-cooled condensing unit(s) and AHU DX evaporator coil(s).
  - i. Furnish and install all required circuit breakers, disconnect switches, conduit, and wiring as required to establish power from the electrical panel in the boiler room to the new air-cooled condensing unit(s). Update all panel schedules with new circuit information.

K. ECMs #73 – Replace HS HW Boilers with Condensing Boilers

1. Work scoped for the following facilities:

Figure B.11 Replace HS HW Boilers with Condensing Boilers Scope Building List

ECM #	Building
21	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Disconnect, remove, and properly dispose of existing boilers, piping to be demolished and associated components.
  - b. Provide new housekeeping pads. Include any drain plumbing that need to be relocated or repaired.
  - c. Furnish and install new condensing boilers, include flow switches. Provide and install neutralization kits for all boilers. New condensing boilers shall be Lochinvar, or Navitas pre-approved equal.

- d. Turn-down for each condensing boiler shall be at least 10:1.
- e. Install mechanical equipment included with the boilers per the manufacturer's recommendations and Construction Documents.
- f. Provide and install new manual valves, automatic motorized isolation valves, balancing valves, and other hydronic accessories required for a complete and functional heating hot water system.
- g. Furnish and install additional gas piping, gas valves, gas regulators, and other accessories as necessary to supply the fuel to the new boilers.
- h. Furnish and install combustion air intake piping and flue piping as required for the new boiler to meet code requirements.
- i. Install two temperature wells for temperature control devices, furnished by BAS provider.
- j. Furnish and install strainers, hot water piping, feedwater piping, etc. as necessary to tie in the new boilers to the existing hot water piping header.
- k. Furnish and install insulation for all newly installed hot water piping as well as any existing exposed hot water piping within the boiler room. Include insulation for all fittings, elbows, valves, hydronic specialties, etc.
- l. Furnish and install all materials for marking piping including painting of pipes as required to maintain consistency with the existing color code/marketing scheme.
- m. Complete start-up.
- n. Furnish and install equipment tags for the new condensing boilers. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
- o. Boilers shall be provided with BACnet IP/MSTP communication feature.
- p. Demolish existing electrical including that which is associated with controls on the existing boiler(s) as required back to the main panel.
- q. Furnish and install new starters, fuses, etc. as required to meet the electrical requirements of the new condensing boiler(s). Re-use the existing electrical equipment to the extent that it functions properly and meets current code requirements.
- r. Furnish and install all wire and conduit required for the new boilers. Conduit shall be consistent with the existing mechanical room conduit.
- s. Perform test and balancing of the water flow on the new Hot Water Boilers per NEBB or AABC guidelines. This scope will measure and record/report the total supply and return flows at each unit.

L. ECMs #74 – Replace HS HW Loop Pumps

1. Work scoped for the following facilities:

Figure B.12 HS HW Loop Pump Replacement Scope Building List

ECM #	Building
22	High / Middle / Elementary School

- a. Reference the following for details associated with this portion of scope of work:
- b. Disconnect, remove, and properly dispose of the existing Heating Water Pumps and associated piping as shown on the Construction Documents.
- c. Furnish and install new horizontal in-line Heating Water Pumps/motors and all required piping and accessories as shown on tables and mechanical room details on the Construction Documents, to connect the new pumps to the existing heating water supply and return lines. Include the following, as applicable:
  - i. Suction Diffusers/Strainers
  - ii. Shut-off Valves
  - iii. Check Valves
  - iv. Balance Valves
  - v. Pressure Gauges
  - vi. Test Plugs
- d. Furnish and install equipment tags for the new Hot Water Loop Pumps. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
- e. Furnish and install all required conduit and wiring as required to power the Heating Water Pumps via the existing electrical service.
- f. Provide complete test and balancing of the new Heating Water Pumps per NEBB or AABC guidelines. Test and Balance services will be limited to the total supply and return flows at the new pumps. Balance the maximum flow rate to prevent accidental overloading of the pump motor.

M. ECMs #75 – Replace HS Geothermal Loop Pumps

1. Work scoped for the following facilities:

Figure B.13 HS Geothermal Loop Pump Replacement Scope Building List

ECM #	Building
22	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Furnish and install new Geothermal Loop Pumps with inverter rated motors and all required piping and accessories to connect the new Geothermal Loop Pumps to the existing heat pump loop water supply and return piping. The new pumps shall include the following:
    - i. Braided stainless steel flexible connections
    - ii. Suction diffusers/strainers
    - iii. Shut-off valves
    - iv. Check valves
    - v. Balance valves
    - vi. Venturi valves with butterfly valve
    - vii. Pressure gauges
    - viii. Test plugs
    - ix. Thermometer
    - x. Submersion well for temperature sensor
  - b. Furnish and install equipment tags for the new Geothermal Loop Pumps. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
  - c. Furnish and install all required conduit and wiring as required to power the Geothermal Loop Pumps via the variable frequency drives.
  - d. Provide complete test and balancing of the new Geothermal Loop Pumps per NEBB or AABC guidelines. Test and Balance services will be limited to the total supply and return flows at the new pumps. Balance the maximum flow rate to prevent accidental overloading of the pump motor.

N. ECMs #77 – Replace ES/MS HW Pump and Add Redundancy

1. Work scoped for the following facilities:

Figure B.14 ES/MS HW Pump Replacement Scope Building List

ECM #	Building
22	High / Middle / Elementary School

2. Reference the following for details associated with this portion of scope of work:
  - a. Disconnect, remove, and properly dispose of the existing Hot Water Loop Pump and the associated suction diffusers, strainers, shut-off valves, check valves, and balance valves as shown on Construction Documents.

- b. Furnish and install two (2) new Hot Water Loop Pumps to replace the existing Hot Water Loop Pump as defined in the pump schedule on the Construction Documents.
- c. Provide modifications to piping to make connections to existing water pipe, and provide new accessories as shown on Construction Documents, to include suction diffuser, flex connections, pressure gauges, check valves, ball valves, venturi valves and butterfly valves.
- d. Provide new air separator and pot feeder.
- e. Furnish and install equipment tags for the new Hot Water Pumps. Equipment tags shall have a minimum height of 1" with 3/4" lettering. Equipment tags shall be black phenolic with white lettering and shall be permanently attached to the equipment.
- f. Disconnect and reconnect wiring from the existing combination motor starters/disconnects to the existing Hot Water Pump.
- g. Furnish and install all required conduit and wiring, disconnects and circuit breakers as required to provide power to the new hot water pump. Update all panel schedules with new circuit information.
- h. Provide complete test and balancing of the new Middle School Hot Water Pumps per NEBB or AABC guidelines. Test and Balance services will be limited to the total supply and return flows at the new pumps. Balance the maximum flow rate to prevent accidental overloading of the pump motor.

O. ECMs #92 – Retro-commissioning

- 1. Work scoped for the following facilities:

Figure B.15 Retro-commissioning Scope Building List

ECM #	Building
22	High / Middle / Elementary School

- 2. Reference the following for details associated with this portion of scope of work:

a. CLEANING

- i. Evaporator coil – Clean coil utilizing an evaporator coil cleaning solvent, hand pump, & brush (if appropriate). Straighten any fins that are bent, compressed, or not in the proper orientation.
- ii. Heating coil – Clean coil utilizing an evaporator coil cleaning solvent, hand pump, & brush (if appropriate). Straighten any fins that are bent, compressed, or not in the proper orientation.
- iii. Condenser coil – Clean coil utilizing a high PH condenser coil cleaning solvent. Straighten any fins that are bent, compressed, or not in the proper orientation.
- iv. Fan – Clean fan and blades to improve airflow performance. Utilize proper cleaning solvent as needed.

b. MECHANICAL

- i. Motors / belts – Visually inspect the belts for cracks, wear, proper tension. Lubricate motor bearings. Inspect pulley for wear.
- ii. Fan bearings – Lubricate shaft bearings.
- iii. Dampers / seals – Check for defects or bindings, check linkages for appropriate range of motion, adjust blades / linkages to ensure tight closing position, clean damper blades and seals to be free of dirt and grease, lubricate all mechanisms / moving parts, provide, and install additional gasketing or caulking to ensure air leakage does not occur when damper is closed.
- iv. Cooling (Dx Compressors) – Confirm all compressors and stages of cooling are operational. Check oil level, crankcase heater temperature, oil stains.
- v. Heating (Gas or Electric) – Confirm all stages of heating are operational and that the heating stages/modulates through the full available range of capacity.

c. CONTROLS

- i. Actuators – Test actuator through full range of motion with control signal to determine if the device needs to be replaced. Adjust as necessary such that the actuator is properly positioned based upon control signal.
- ii. Sensor operation / calibration – test temperature sensors and duct static sensors to ensure they are working properly and transmitting the correct data. Calibrate sensors as needed for correct operation.
- iii. Dampers / seals – Check for defects or bindings, check linkages for appropriate range of motion, adjust blades / linkages to ensure tight closing position, clean damper blades and seals to be free of dirt and grease, lubricate all mechanisms / moving parts, provide, and install additional gasketing or caulking to ensure air leakage does not occur when damper is closed.

d. SEQUENCE OF OPERATIONS:

- i. Fan Speed Modulation – confirm sequence of operation / programming (and correct as necessary) such that the fan speed is modulated in response to the duct static pressure setpoint to provide the most energy efficient operation.
- ii. Heat wheel operation – confirm sequence of operation / programming (and correct as necessary) such that the heat wheel is enabled to provide the most energy efficient operation.
- iii. Economizer operation - confirm sequence of operation / programming (and correct as necessary) such that the economizer (OA/RA dampers) is enabled to provide the most energy efficient operation during free cooling mode, morning warm-up/ cool down mode, and unoccupied mode.
- iv. Occupied operation – confirm occupied sequence of operation / programming (and correct as necessary) including morning warm-up / cool down and optimal

start/stop functions to provide the most energy efficient operation that still reasonably maintains comfort control and meets ventilation needs.

- v. Unoccupied operation – confirm unoccupied sequence of operation / programming (and correct as necessary) including morning warm-up / cool down and optimal start/stop functions to provide the most energy efficient operation.
- vi. Setpoints – review setpoints and adjust as necessary such that the equipment operates as designed and provides the most energy efficient operation that

#### P. ECMs #101-102 – Optimization Services

1. Following construction completion, Navitas will provide technical and professional services to support the Client's energy management program and assist with administrative and training to continue the energy optimization through process improvements of both equipment and people. The ongoing program described below will also be referred to as Optimization Services. Navitas has included the cost and fees to continue Optimization Services for a three (3) year period as estimated on the proposed Construction Schedule. The exact start date will be determined based on actual substantial completion of the ECMs required for Optimization Services and will be agreed upon in writing at that time. Following are the elements and responsibilities of the Optimization Services period.
2. Utility Bill Monthly Monitoring
  - a. Navitas will obtain and review Client's monthly utility bills for a period of three (3) years during the Optimization Services period. Client shall allow Navitas electronic access of all utility bills (electricity, natural gas, water, and sewer) within thirty (30) days of receipt thereof by Client from the associated utility or energy provider. It is beneficial to have this information on an on-going basis to keep track of utility use and to evaluate the bill information for immediate identification of any concerns. Navitas will import utility use and cost data in the energy tracking software and will periodically (quarterly) provide and informally present a utility bill summary report to Client comparing actual use and cost to baseline use and cost.
  - b. Navitas will prepare a formal annual utility monitoring report to Client within one hundred twenty (120) days after receipt of the final utility bills for Client's prior annual reporting period.
3. HVAC System Data Analytics
  - a. The use of data analytics will be of great importance in driving the facility and equipment performance to optimized levels. The only way to uncover deficiencies and challenges that lie well below the surface is to dive deeper. Utilizing data analytics, technical insight and consistent rules and benchmarks, Navitas will monitor and review building and system energy performance. This will allow Navitas and Client to see how energy is being utilized in real-time and related to other equipment operation.
  - b. By collecting and importing this data into a robust data analytics platform, the information can be overlaid and reviewed in a variety of ways. Rules and other Key Performance Indicators (KPIs) are then utilized to by Navitas and Client to better

understand how the equipment is operating at all hours, including when the building is unoccupied by staff. The impact by any discovered deficiencies can then be measured and a plan of resolution implemented.

- c. Client shall provide Navitas with web-based access to the Building Automation System. If a data communication failure occurs related to Client's Ethernet or network, Client will repair internal communication equipment to restore network connection. If data is not usable, for whatever reason, a process of data filling may be utilized.

#### 4. Energy Manager

- a. The Energy Optimization Services including Utility Bill Monitoring, Energy Manager and Data Analytics is included for three (3) years as identified on the Construction Schedule.
- b. Quarterly calls and/or site visits to meet with staff and review system/equipment operation and schedules.
- c. Regular conference calls will be scheduled to review utility usage, costs, and feedback from the data analytics. These calls will include discussion of anomalies identified and recommendations to improve operation. Examples of anomalies identified with data analytics include extended runtimes and room temperatures outside of prescribed set points.
- d. Provide energy efficiency program informational materials for the Client's use, such as a flier on how the new thermostats operate.
- e. Provide an annual Energy Management Report, summarizing the Client's energy use and operation throughout the year.

#### 5. Energy Star Application

- a. For the school buildings included in the project, ESCO will enter customer utility data in the U.S. EPA's ENERGY STAR Portfolio Manager® online program. ESCO will submit applications for Customer's eligible school buildings to the U.S. EPA for Energy Star certification for one (1) year. This will occur after the implementation of energy conservation measures approximately one (1) year after Substantial Completion.

### Q. Warranty

1. Navitas will provide a one-year (1 year) warranty through the equipment manufacturer for all equipment items as listed in the Scope of Work. The period of one year starts after substantial completion of each Energy Conservation Measure, and beneficial use by the Client is achieved on an energy conservation measure by energy conservation measure basis. Notwithstanding any other provisions of the contract to the contrary, after the one-year period is complete, Customer will assume all warranty issues and will be guided as described below. The one-year warranty does not include any maintenance or repair outside of the warranty scope.

2. As part of the project closeout documents, Navitas will provide a detailed listing of the equipment installed and its associated warranty or extended warranty if applicable. This information will also include the manufacturer's warranty start and end dates for each piece of equipment.
3. Extended Warranties: Items having an extended warranty are listed in Figure B.16.

Figure B.16 Extended Warranty Items

<b>ECM Description</b>	<b>Equipment / Product Description</b>	<b>Extended Warranty (Beyond 1st Year)</b>
<b>Lighting Improvements</b>	Screw in / plug in style LED lamps	4 Years Parts
	New LED fixtures	
	2', 3', & 4' TLED lamps	4 years (parts only)
	High bay LED fixture	
<b>Heat Pump Replacements</b>	Compressors	4 years (parts only)
	Heat exchangers	9 years (parts only)
<b>Boiler Replacements</b>	Burners	4 years (limited as defined by manufacturer)
	Heat exchangers	9 years (limited as defined by manufacturer)
<b>Gym Cooling Condensing Unit</b>	Compressors	4 years (parts only)

## EXHIBIT C CONSTRUCTION AND INSTALLATION SCHEDULE

The project construction and installation schedule is based on the critical path method. This process uses milestones to group similar activities and track project status via the key steps required for completion. The three groups of activities are execution of contract, submittal phase (shop drawings for approval and ordering equipment), and construction implementation. The construction phase is defined by its own set of activities and milestones. The project completion is linked directly to the project start date. Any significant delays in starting the project may prolong the completion of the project by the same amount of time or longer.

Navitas has prepared and included an initial milestone start and completion dates for each ECM as shown in Figure C.1. The dates and completion time for the Scope of Work are based on execution of the contract by **April 12, 2023**. Should that date occur later, it may lead to a corresponding change in the construction schedule. Navitas will furnish an updated Gantt chart style schedule and provide periodic updates throughout the project. During the Construction Period, Navitas will conduct regularly scheduled progress meetings at which Navitas will review schedule progress, any changes and a “three-week look-ahead” which will include detailed activity plans for the work that will be occurring in that next three-week period. Navitas will manage and coordinate all on-site contractor activities and interaction with Client facilities and employees.

Figure C.1 Proposed Activity Timeline / Milestone Schedule Dates

Task Name	Start	Finish	Duration
LOUP CITY ENERGY PERFORMANCE CONTRACT	Fri 3/24/23	Thu 6/3/27	1095 days
Development & Design	Fri 3/24/23	Thu 8/17/23	
Sub-Contractor Bidding	Fri 3/24/23	Fri 4/7/23	11 days
Board Meeting	Tue 4/11/23	Tue 4/11/23	1 day
EPC Contract Decided/Executed by Client	Wed 4/12/23	Fri 4/14/23	3 days
NOTICE TO PROCEED TO SUBCONTRACTORS	Wed 4/12/23	Wed 4/12/23	1 day
Issue Subcontracts	Thu 4/13/23	Wed 4/26/23	10 days
Last Day of School	Fri 5/19/23	Fri 5/19/23	0 days
First Day of School	Thu 8/17/23	Thu 8/17/23	0 days
Submittals	Thu 4/27/23	Wed 5/10/23	10 days
Mechanical Submittals	Thu 4/27/23	Wed 5/10/23	10 days
Controls Submittals	Thu 4/27/23	Wed 5/10/23	10 days
General Trades Submittals (Weatherstrip/New Doors/Windows/Siding)	Thu 4/27/23	Wed 5/10/23	10 days
Lighting Submittals	Thu 4/27/23	Wed 5/10/23	10 days
Material & Equipment Procurement	Thu 5/11/23	Wed 12/6/23	150 days
Primary School Furnace HRV Material (ECM 51)	Thu 5/11/23	Wed 8/2/23	60 days
Geothermal Heat Pump Material (ECM 71)	Thu 5/11/23	Wed 12/6/23	150 days
High School Cooling Coil (ECM 72)	Thu 5/11/23	Wed 11/8/23	130 days
High School Boilers (ECM 73)	Thu 5/11/23	Wed 8/2/23	60 days
High School HW Loop Pumps (ECM 74)	Thu 5/11/23	Wed 8/2/23	60 days
High School Geothermal Loop Pumps (ECM 75)	Thu 5/11/23	Wed 8/2/23	60 days
Middle School HW Pumps (ECM 76)	Thu 5/11/23	Wed 8/2/23	60 days
Building Automation System Material	Thu 5/11/23	Wed 8/2/23	60 days
Weatherstrip Material (ECM 21 & 22) 50 Doors	Thu 5/11/23	Wed 6/7/23	20 days
Exterior Doors (ECM 32) 3 Doors	Thu 5/11/23	Wed 6/21/23	30 days

Task Name	Start	Finish	Duration
Windows (ECM 52b) 14 Windows	Thu 5/11/23	Wed 6/21/23	30 days
Siding/Insulation (ECM 54)	Thu 5/11/23	Wed 5/31/23	15 days
Lighting (ECM 11 & 12)	Thu 5/11/23	Wed 6/21/23	30 days
<b>PRIMARY SCHOOL</b>	<b>Fri 5/19/23</b>	<b>Fri 10/6/23</b>	<b>101 days</b>
Weatherization (12 Doors) (ECM 21)	Thu 6/8/23	Wed 6/14/23	5 days
Replace Windows with Solid Wall (ECM 52a)	Thu 6/22/23	Wed 7/19/23	20 days
Replace Windows with New Windows (ECM 52b)	Thu 6/29/23	Wed 7/19/23	15 days
Insulate Exterior Frame Wall and Install New Siding Material (ECM 54)	Thu 6/1/23	Wed 6/14/23	10 days
Lighting Retrofits (ECM 11)	Thu 6/22/23	Wed 8/2/23	30 days
<b>MECHANICAL WORK</b>	<b>Fri 5/19/23</b>	<b>Fri 10/6/23</b>	<b>101 days</b>
Asbestos Removal (Tile-Windows-Flu)	Fri 5/19/23	Thu 6/8/23	15 days
Build Furnace Chases	Fri 6/2/23	Thu 6/29/23	20 days
<b>NEW ELECTRICAL SERVICE</b>	<b>Fri 5/19/23</b>	<b>Thu 6/29/23</b>	<b>30 days</b>
Retro-commissioning (ECM 92) (VAV/AHU 21 Total)	Thu 7/13/23	Wed 8/2/23	15 days
Replace Boiler/Window AC Units with Gas Furnaces (11 ea.) (ECM 51)	Thu 8/3/23	Wed 9/27/23	40 days
HRV Install	Thu 8/3/23	Wed 8/30/23	20 days
Electric Wall Heater	Thu 8/3/23	Wed 9/13/23	30 days
Install Exhaust Fans	Thu 8/3/23	Wed 9/13/23	30 days
Demo Existing Boiler/Window AC Units (ECM 51)	Thu 8/31/23	Wed 10/4/23	25 days
TAB New Units	Thu 9/28/23	Fri 10/6/23	7 days
<b>BUILDING AUTOMATION SYSTEM (ECM 41)</b>	<b>Thu 7/13/23</b>	<b>Wed 10/4/23</b>	<b>60 days</b>
Retro-commissioning	Thu 7/13/23	Wed 7/26/23	10 days
Install New Wiring	Thu 8/3/23	Wed 9/13/23	30 days
Install Controllers	Thu 8/3/23	Wed 9/13/23	30 days
System Point to Point Checkout	Thu 9/14/23	Wed 10/4/23	15 days
<b>HIGH/MIDDLE/ELEMENTARY</b>	<b>Thu 6/8/23</b>	<b>Thu 6/3/27</b>	<b>1041 days</b>
Weatherization (38 Doors) (ECM 22)	Thu 6/8/23	Wed 6/14/23	5 days
Door Replacement (3 Doors) (ECM32)	Thu 6/22/23	Fri 6/30/23	7 days
Lighting Retrofits (ECM 12)	Thu 6/22/23	Wed 8/2/23	30 days
<b>MECHANICAL WORK</b>	<b>Mon 6/12/23</b>	<b>Tue 3/5/24</b>	<b>192 days</b>
Retro-commissioning (ECM 92) (AHU 1-3)	Mon 7/3/23	Fri 7/21/23	15 days
Drain Water System and Test Glycol % (Design 20%)	Mon 6/12/23	Mon 6/12/23	1 day
Isolation Valve Replacement for Heat Pumps	Tue 6/13/23	Mon 7/24/23	30 days
Geothermal Heat Pump Replacement (ECM 71)	Wed 1/3/24	Tue 3/5/24	45 days
Add Cooling Coil to HS Gym AHU (ECM 72)	Wed 1/3/24	Tue 1/23/24	15 days
Replace High School HW Boilers with Condensing Boilers (2ea.) (ECM 73)	Thu 8/3/23	Wed 9/13/23	30 days
Replace High School HW Loop Pumps (2 ea.) (ECM 74)	Thu 8/3/23	Wed 8/23/23	15 days
Replace High School Geothermal Loop Pumps (2 ea.) (ECM 75)	Thu 8/3/23	Wed 8/23/23	15 days
Replace Middle School HW Pumps (2 ea.) (ECM 76)	Wed 1/3/24	Tue 1/23/24	15 days
TAB New Equipment	Thu 9/14/23	Fri 9/22/23	7 days
<b>BUILDING AUTOMATION SYSTEM (ECM 42)</b>	<b>Mon 7/3/23</b>	<b>Tue 3/5/24</b>	<b>177 days</b>
Retro-commissioning	Mon 7/3/23	Fri 7/14/23	10 days
Install New Wiring	Wed 1/3/24	Tue 2/13/24	30 days
Install Controllers	Wed 1/3/24	Tue 2/27/24	40 days
System Point to Point Checkout	Wed 2/14/24	Tue 3/5/24	15 days

Task Name	Start	Finish	Duration
<b>OPTIMIZATION</b>	Wed 1/3/24	Thu 6/3/27	892 days
Optimization Implementation/MBcX	Wed 1/3/24	Tue 5/7/24	90 days
Year 1 Optimization	Mon 6/3/24	Tue 6/3/25	262 days
Year 2 Optimization	Tue 6/3/25	Wed 6/3/26	262 days
Year 3 Optimization	Wed 6/3/26	Thu 6/3/27	262 days

## EXHIBIT D VERIFICATION AND GUARANTEE OF SAVINGS

Navitas agrees and guarantees that either the energy cost savings or operational cost savings, or a combination of both will meet or exceed the costs of the energy cost savings measures, adjusted for inflation, within fifteen (15) years. The following sections of this exhibit identify how these savings are verified and guaranteed.

Utility billings and financial data were evaluated to determine baseline energy consumption, energy rates and operational costs. Utility rates and baselines are established from this historical information.

### A. Utility Consumption Baseline

#### 1. Utility Rates

Actual utility costs per unit of energy are determined by reviewing current energy rates. The baseline utility costs are calculated as the average amount paid per unit used over the baseline period. Navitas may escalate rates at an average of three and one-half percent (3.5%) annually or use the actual rates, whichever is greater. Based upon the current utility rates there are no electrical demand charges being assessed at the facilities. The utility rates used for this Contract are detailed in Figure D.1 below.

Figure D.1 Average Utility Rate by Building

Facility Name	Electrical kWh - Summer	Electrical kWh - Summer	Water kgal	Sewer kgal	Natural Gas Therm
PRI – Primary School	\$0.0922	\$0.0754	\$4.38	\$4.31	\$1.37
HME – High / Middle / Elementary School	\$0.0886	\$0.0766	\$2.30	\$2.28	\$1.27

#### 2. Baseline Utility and Cost Consumption

Figure D.2 – Figure D.3 on the following page summarizes the baseline energy and cost consumption for the site.

Figure D.2 Annual Utility Usage Summary – Primary School

Loup City Public Schools			Primary School																	
			BASELINE DATA																	
<table border="1"> <thead> <tr> <th colspan="3">Data Baseline Years</th> </tr> <tr> <th>Electricity</th> <th>Heating Fuel</th> <th>Water</th> </tr> </thead> <tbody> <tr> <td>Average of Two Years</td> <td>Average of Two Years</td> <td>One Year of Data</td> </tr> <tr> <td>Jan-21 to Dec-22</td> <td>Jan-21 to Dec-22</td> <td>Jan-22 to Dec-22</td> </tr> </tbody> </table>			Data Baseline Years			Electricity	Heating Fuel	Water	Average of Two Years	Average of Two Years	One Year of Data	Jan-21 to Dec-22	Jan-21 to Dec-22	Jan-22 to Dec-22	Utility Providers: Electric Company Nebraska Public Power District Heating Fuel Company Black Hills Energy Water Company Loup City			Utility Units: Electricity kWh Heating Fuel Therm Water kGal		
Data Baseline Years																				
Electricity	Heating Fuel	Water																		
Average of Two Years	Average of Two Years	One Year of Data																		
Jan-21 to Dec-22	Jan-21 to Dec-22	Jan-22 to Dec-22																		
<b>AVERAGE YEARLY SUMMARY ADJUSTED FOR BILLING PERIOD</b>																				
Square feet	14,390	kWh/sf	2.20	Therm/sf	1.203	Water gal/sf	19.56	Total kBtu/sf	127.78											
Utility Cost/sf	\$1.74	Avg Watts/sf	0.73	Gas \$/Therm	\$1.19	Water+Sewer \$/kGal	\$6.62	Total Utility Costs/Year	\$24,969.44											
Hours Operated	3,104	Electric \$/sf	\$0.18	Gas \$/sf	\$1.43	Water+Sewer \$/sf	\$0.13	Total Utility Cost-Water	\$23,106.72											
<b>ELECTRICITY</b>																				
Month	kWh	kWh Cost	Actual KW	Billed kW	Demand (kW) Costs	Electric Cost	Avg Cost/kWh	Avg Cost/Estimated kW	% Load Factor	Min Hours (from peak demand)										
Jan	2,639	\$192.92	8	0	\$0.00	\$192.92	\$ 0.0731	\$ -	45%	333										
Feb	2,704	\$200.72	10	0	\$0.00	\$200.72	\$ 0.0742	\$ -	39%	261										
Mar	2,900	\$216.77	9	0	\$0.00	\$216.77	\$ 0.0747	\$ -	44%	328										
Apr	2,822	\$210.94	10	0	\$0.00	\$210.94	\$ 0.0747	\$ -	39%	282										
May	2,355	\$186.30	9	0	\$0.00	\$186.30	\$ 0.0791	\$ -	35%	259										
Jun	1,294	\$124.79	10	0	\$0.00	\$124.79	\$ 0.0964	\$ -	18%	129										
Jul	1,675	\$160.82	13	0	\$0.00	\$160.82	\$ 0.0960	\$ -	18%	133										
Aug	3,205	\$286.81	15	0	\$0.00	\$286.81	\$ 0.0895	\$ -	22%	217										
Sep	3,836	\$333.18	15	0	\$0.00	\$333.18	\$ 0.0869	\$ -	35%	252										
Oct	3,016	\$234.62	9	0	\$0.00	\$234.62	\$ 0.0778	\$ -	44%	327										
Nov	2,777	\$207.59	9	0	\$0.00	\$207.59	\$ 0.0747	\$ -	42%	302										
Dec	2,500	\$186.87	9	0	\$0.00	\$186.87	\$ 0.0747	\$ -	38%	281										
<b>TOTAL</b>	<b>31,723</b>	<b>\$2,542.31</b>	<b>126</b>	<b>0</b>	<b>\$0.00</b>	<b>\$2,542.31</b>	<b>\$ 0.080</b>	<b>\$ -</b>	<b>34%</b>	<b>3,104</b>										
<b>HEATING FUEL</b>																				
Month	Therms	Avg Cost/Therm	Gas Cost	Gallons x 1000	Water Cost	Sewer Cost	Total Cost/kGal	Total Water Cost	Total Utility Costs											
Jan	3,063	\$1.13	\$3,451.80	23	\$75.26	\$74.26	\$6.50	\$149.52	\$3,794.23											
Feb	2,701	\$1.11	\$2,994.22	20	\$94.33	\$93.33	\$9.53	\$187.66	\$3,382.60											
Mar	2,517	\$1.12	\$2,812.20	27	\$81.90	\$80.90	\$6.07	\$162.80	\$3,191.76											
Apr	1,600	\$1.15	\$1,834.12	31	\$89.78	\$88.78	\$5.70	\$178.56	\$2,233.62											
May	546	\$1.26	\$687.78	29	\$85.05	\$84.05	\$5.91	\$169.10	\$1,043.18											
Jun	70	\$1.19	\$131.05	7	\$48.05	\$47.01	\$6.62	\$95.06	\$350.90											
Jul	78	\$1.19	\$140.83	5	\$45.47	\$44.42	\$6.62	\$89.89	\$391.54											
Aug	89	\$1.19	\$159.41	5	\$42.42	\$41.48	\$6.62	\$83.90	\$536.12											
Sep	300	\$1.37	\$410.31	37	\$101.46	\$100.40	\$5.47	\$201.86	\$945.35											
Oct	1,274	\$1.29	\$1,637.52	31	\$86.49	\$85.55	\$5.63	\$172.04	\$2,044.18											
Nov	2,191	\$1.25	\$2,730.62	39	\$103.62	\$102.61	\$5.29	\$206.23	\$3,143.87											
Dec	2,876	\$1.24	\$3,575.13	29	\$83.53	\$82.57	\$5.80	\$166.10	\$3,928.10											
<b>TOTAL</b>	<b>17,305</b>	<b>\$1.19</b>	<b>\$20,564.41</b>	<b>281</b>	<b>\$937.36</b>	<b>\$925.36</b>	<b>\$6.62</b>	<b>\$1,862.72</b>	<b>\$24,969.44</b>											

Figure D.3 Annual Utility Usage Summary – High / Middle / Elementary School

Loup City Public Schools			High/Middle/Elementary School																	
			BASELINE DATA																	
<table border="1"> <thead> <tr> <th colspan="3">Data Baseline Years</th> </tr> <tr> <th>Electricity</th> <th>Heating Fuel</th> <th>Water</th> </tr> </thead> <tbody> <tr> <td>Average of Two Years</td> <td>One Year of Data</td> <td>One Year of Data</td> </tr> <tr> <td>Jan-21 to Dec-22</td> <td>Jan-22 to Dec-22</td> <td>Jan-22 to Dec-22</td> </tr> </tbody> </table>			Data Baseline Years			Electricity	Heating Fuel	Water	Average of Two Years	One Year of Data	One Year of Data	Jan-21 to Dec-22	Jan-22 to Dec-22	Jan-22 to Dec-22	Utility Providers: Electric Company Nebraska Public Power District Heating Fuel Company Black Hills Energy Water Company Loup City			Utility Units: Electricity kWh Heating Fuel Therm Water kGal		
Data Baseline Years																				
Electricity	Heating Fuel	Water																		
Average of Two Years	One Year of Data	One Year of Data																		
Jan-21 to Dec-22	Jan-22 to Dec-22	Jan-22 to Dec-22																		
<b>AVERAGE YEARLY SUMMARY ADJUSTED FOR BILLING PERIOD</b>																				
Square feet	99,939	kWh/sf	7.42	Therm/sf	0.434	Water gal/sf	4.39	Total kBtu/sf	68.70											
Utility Cost/sf	\$1.15	Avg Watts/sf	1.83	Gas \$/Therm	\$1.24	Water+Sewer \$/kGal	\$4.49	Total Utility Costs/Year	\$115,049.43											
Hours Operated	4,082	Electric \$/sf	\$0.59	Gas \$/sf	\$0.54	Water+Sewer \$/sf	\$0.02	Total Utility Cost-Water	\$113,079.26											
<b>ELECTRICITY</b>																				
Month	kWh	kWh Cost	Actual KW	Billed kW	Demand (kW) Costs	Electric Cost	Avg Cost/kWh	Avg Cost/Estimated kW	% Load Factor	Min Hours (from peak demand)										
Jan	67,243	\$4,956.37	174	174	\$0.00	\$4,956.37	\$ 0.0737	\$ -	52%	305										
Feb	63,642	\$4,789.75	172	172	\$0.00	\$4,789.75	\$ 0.0749	\$ -	55%	371										
Mar	63,654	\$4,804.07	179	179	\$0.00	\$4,804.07	\$ 0.0755	\$ -	48%	355										
Apr	57,627	\$4,348.09	171	171	\$0.00	\$4,348.09	\$ 0.0755	\$ -	47%	337										
May	57,263	\$4,514.83	186	186	\$0.00	\$4,514.83	\$ 0.0788	\$ -	41%	308										
Jun	51,229	\$4,435.42	149	149	\$0.00	\$4,435.42	\$ 0.0866	\$ -	48%	344										
Jul	56,220	\$5,064.08	166	166	\$0.00	\$5,064.08	\$ 0.0901	\$ -	46%	339										
Aug	66,571	\$5,988.57	220	220	\$0.00	\$5,988.57	\$ 0.0900	\$ -	41%	303										
Sep	67,400	\$5,858.78	218	218	\$0.00	\$5,858.78	\$ 0.0869	\$ -	43%	309										
Oct	62,979	\$4,989.72	208	208	\$0.00	\$4,989.72	\$ 0.0792	\$ -	41%	302										
Nov	61,022	\$4,614.75	172	172	\$0.00	\$4,614.75	\$ 0.0756	\$ -	49%	355										
Dec	66,966	\$5,059.15	179	179	\$0.00	\$5,059.15	\$ 0.0755	\$ -	50%	374										
<b>TOTAL</b>	<b>741,816</b>	<b>\$59,403.56</b>	<b>2,194</b>	<b>2,194</b>	<b>\$0.00</b>	<b>\$59,403.56</b>	<b>\$ 0.080</b>	<b>\$ -</b>	<b>46%</b>	<b>4,082</b>										
<b>HEATING FUEL</b>																				
Month	Therms	Avg Cost/Therm	Gas Cost	Gallons x 1000	Water Cost	Sewer Cost	Total Cost/kGal	Total Water Cost	Total Utility Costs											
Jan	7,316	\$1.23	\$8,965.78	32	\$73.33	\$72.83	\$4.58	\$146.16	\$14,068.31											
Feb	5,897	\$1.24	\$7,301.67	36	\$90.30	\$89.80	\$5.07	\$180.10	\$12,251.52											
Mar	4,923	\$1.27	\$6,242.03	36	\$79.63	\$79.13	\$4.47	\$158.76	\$11,204.86											
Apr	3,805	\$1.14	\$4,348.12	39	\$86.28	\$85.78	\$4.38	\$172.06	\$8,868.27											
May	1,891	\$1.14	\$2,148.57	41	\$89.08	\$88.58	\$4.34	\$177.66	\$6,841.06											
Jun	609	\$1.42	\$863.43	21	\$55.55	\$55.03	\$5.17	\$110.58	\$5,409.43											
Jul	508	\$1.37	\$695.01	24	\$61.09	\$60.56	\$5.00	\$121.65	\$5,880.74											
Aug	1,221	\$1.42	\$1,729.96	22	\$55.16	\$54.69	\$4.98	\$109.85	\$7,828.38											
Sep	2,121	\$1.36	\$2,894.42	50	\$106.69	\$106.16	\$4.22	\$212.85	\$8,866.05											
Oct	3,194	\$1.27	\$4,045.05	45	\$94.85	\$94.38	\$4.23	\$189.23	\$9,224.00											
Nov	5,033	\$1.22	\$6,137.57	48	\$102.25	\$101.74	\$4.22	\$203.99	\$10,956.31											
Dec	6,826	\$1.22	\$8,304.09	44	\$93.88	\$93.40	\$4.25	\$187.28	\$13,550.52											
<b>TOTAL</b>	<b>43,344</b>	<b>\$1.24</b>	<b>\$53,675.70</b>	<b>439</b>	<b>\$988.09</b>	<b>\$982.08</b>	<b>\$4.49</b>	<b>\$1,970.17</b>	<b>\$115,049.43</b>											

## B. Energy Savings Guarantee

### 1. Energy Savings Guarantee

Client understands and agrees that the appropriate measure of energy conservation measures savings is the calculation and/or direct measurement as defined by the IPMVP method. IPMVP is the International Performance Measurement and Verification Protocol originally developed by the United States Department of Energy. Client expressly understands that while IPMVP does not give specific methods for all savings methodologies and baselines, it does give a basic overview and framework to work within and expressly accepts those savings methodologies and frameworks. Figure D.4 overviews the various IPMVP Options.

Figure D.4 IPMVP 2012 Volume 1 – Options

A. Partially Measured Retrofit Isolation	B. Retrofit Isolation	C. Whole Facility	D. Calibrated Simulation
<p><b>Overview</b></p> <p>Savings are determined by partial field measurement of the energy use of the system(s) to which an ECM was applied, separate from the energy use of the rest of the facility. Measurements may be either short-term or continuous.</p> <p>Partial measurement means that some but not all parameter(s) may be stipulated if the total impact of possible stipulation error(s) is not significant to the resultant savings. Careful review of ECM design and installation will ensure that stipulated values fairly represent the probable actual value. Stipulations should be shown in the M&amp;V Plan along with analysis of the significance the error they may introduce.</p>	<p>Savings are determined by field measurement of the energy use of the systems to which the ECM was applied, separate from the energy use of the rest of the facility. Short-term or continuous measurements are taken throughout the post-retrofit period.</p>	<p>Savings are determined by measuring energy use at the whole facility level. Short-term or continuous measurements are taken throughout the post-retrofit period.</p>	<p>Savings are determined through simulation of the energy use of components or the whole facility. Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation.</p>
<p><b>How Savings Are Calculated</b></p> <p>Engineering calculations using short term or continuous post-retrofit measurements and stipulations.</p>	<p>Engineering calculations using short term or continuous measurements.</p>	<p>Analysis of whole facility utility meter or sub-meter data using techniques from simple comparison to regression analysis.</p>	<p>Energy use simulation, calibrated with hourly or monthly utility billing data and/or end-use metering.</p>
<p><b>Typical Applications</b></p> <p>Lighting retrofit where power draw is measured periodically. Operating hours of the lights are assumed to be based on occupancy.</p>	<p>Applications of controls to vary the load on a constant speed pump using a variable speed drive. Electricity use is measured by a kWh meter installed on the electrical supply to the pump motor. In the base year, this meter is in place for a week to verify constant loading. The meter is in place throughout the post-retrofit period to track variations in energy use.</p>	<p>Multifaceted energy management program affecting many systems in a building. Energy use is measured by the gas and electric utility meters for a twelve-month base ear period and throughout the post-retrofit period.</p>	<p>Multifaceted energy management program affecting many systems in a building but where no base year data are available. Post-retrofit period energy use is measured by the gas and electric utility meters. Base year energy is determined by simulation using a model calibrated by the post-retrofit period utility data.</p>
<p><b>Weakness</b></p> <p>Assumptions that are not measured are estimated and may be different than actual results. Does not consider whole utility bill or help provide knowledge of how all energy is being consumed.</p>	<p>More accurate, but also more expensive than option A. Does not consider whole utility bill or help provide knowledge of how all energy is being consumed</p>	<p>Reviews entire utility bill but does not give clarity to the role of each measure in actually achieving savings. “Baseline adjustments” cloud the achievement of real savings results.</p>	<p>Reviews entire utility bill, but engineering calculations and estimates for the role of each measure in actually achieving savings. “Baseline adjustments” cloud the achievement of real savings results.</p>

Navitas has formulated and has guaranteed the annual level of energy and operational cost savings to be achieved as a result of the installation and operation of the Scope of Work and provision of services provided for in this Contract in accordance with the methods of savings measurement and verification. The Energy and Cost Savings Guarantee is set forth in annual increments for the term of the Contract and has been structured by Navitas to be sufficient to cover any and all annual payments required to be made by the Customer as set forth in **Exhibit G (Financial Analysis)**.

Client has reviewed the calculations, assumptions, and information provided in the Investment Grade Audit Report and Financial Analysis and has independently determined the calculations, assumptions, and information to be correct. Client fully accepts these calculations, assumptions, and information.

## 2. Energy Conservation Measure Table and Guarantees

The rates used in this Contract are shown in above in item **A.1 Utility Rates**. The energy conservation measures, and guaranteed savings are shown in Figure D.5. The measurement and verification methodology for each energy conservation measure are detailed below in section **C. Savings Measurement & Verification**.

The guaranteed units of savings are converted to a dollar value for the purposes of this Contract.

Figure D.5 Energy Conservation and Facility Conservation Measures Annual Energy Savings

Measure #	Measure Description	Projected Annual Savings														% Guar	Guaranteed Annual Savings														Operational Savings									
		Electrical kWh	Electrical kW	Water kgal	Sewer kgal	Natural Gas Therm	Other Fuel-1 None	Other Fuel-2 None	Electrical kWh Cost Savings	Electrical kW Cost Savings	Water kgal Cost Savings	Sewer kgal Cost Savings	Natural Gas Therm Cost Savings	Other Fuel-1 None Cost Savings	Other Fuel-2 None Cost Savings		Total Cost Savings (\$)	Electrical kWh	Electrical kW	Water kgal	Sewer kgal	Natural Gas Therm	Other Fuel-1 None	Other Fuel-2 None	Electrical kWh Cost Savings	Electrical kW Cost Savings	Water kgal Cost Savings	Sewer kgal Cost Savings	Natural Gas Therm Cost Savings	Other Fuel-1 None Cost Savings	Other Fuel-2 None Cost Savings	Total Cost Savings (\$)	Maintenance Savings	Future Replacement Expenditures Avoided						
11	Primary School-LED Lighting Retrofit	11,549	0.0	0	0	0	0	\$919	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$919	85%	10,394	0.0	0	0	0	0	0	0	0	0	0	0	0	\$827	\$0	\$0	\$0	\$0	\$0	\$0	\$827	\$0	\$40,420
12	High/Middle/Elementary School-LED Lighting Retrofit	110,149	485.9	0	0	0	0	\$8,821	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,821	85%	99,134	437.3	0	0	0	0	0	0	0	0	0	0	0	\$7,939	\$0	\$0	\$0	\$0	\$0	\$0	\$7,939	\$0	\$128,841
13																																								
21	Primary School-Weatherization	326	0.0	0	0	520	0	\$29	\$0	\$0	\$0	\$710	\$0	\$0	\$739	85%	293	0.0	0	0	0	468	0	0	\$26	\$0	\$0	\$0	\$639	\$0	\$0	\$665	\$0	\$0	\$665	\$0	\$5,953			
22	High/Middle/Elementary School-Weatherization	1,027	0.0	0	0	1,620	0	\$0	\$0	\$0	\$0	\$2,063	\$0	\$0	\$2,063	85%	924	0.0	0	0	1,458	0	0	\$0	\$0	\$0	\$0	\$1,991	\$0	\$0	\$1,991	\$0	\$0	\$1,991	\$0	\$18,369				
31																																								
32	High/Middle/Elementary School-Exterior Door Replacements	536	0.0	0	0	289	0	\$47	\$0	\$0	\$0	\$368	\$0	\$0	\$415	85%	483	0.0	0	0	260	0	0	\$42	\$0	\$0	\$0	\$355	\$0	\$0	\$397	\$0	\$0	\$397	\$0	\$26,070				
33																																								
41	Primary School-Building Automation System Installation	2,143	0.0	0	0	2,087	0	\$194	\$0	\$0	\$0	\$2,850	\$0	\$0	\$3,045	85%	1,929	0.0	0	0	1,879	0	0	\$175	\$0	\$0	\$0	\$2,565	\$0	\$0	\$2,740	\$0	\$0	\$2,740	\$0	\$48,335				
42	High/Middle/Elementary School-Building Automation System Upgrad	51,553	0.0	0	0	3,547	0	\$4,386	\$0	\$0	\$0	\$4,516	\$0	\$0	\$8,902	85%	43,820	0.0	0	0	3,015	0	0	\$3,728	\$0	\$0	\$0	\$4,116	\$0	\$0	\$7,844	\$0	\$0	\$7,844	\$0	\$105,117				
43																																								
51	Primary School-Replace Existing Boiler/Window AC with Gas-Fired F	-6,601	0.0	0	0	2,380	0	-\$585	\$0	\$0	\$0	\$3,250	\$0	\$0	\$2,666	85%	-7,766	0.0	0	0	2,023	0	0	-\$688	\$0	\$0	\$0	\$2,763	\$0	\$0	\$2,075	\$0	\$0	\$2,075	\$0	\$900,429				
52	Primary School-Southern Window Replacements and Wall Construct	3,079	0.0	0	0	1,753	0	\$284	\$0	\$0	\$0	\$2,394	\$0	\$0	\$2,677	85%	2,617	0.0	0	0	1,490	0	0	\$241	\$0	\$0	\$0	\$2,035	\$0	\$0	\$2,276	\$0	\$0	\$2,276	\$0	\$156,551				
55	Primary School-Fire Alarm System Upgrades & North Windows	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,803				
56																																								
71	High/Middle/Elementary School-Replace Geothermal Heat Pumps	4,606	16.5	0	0	0	0	\$394	\$0	\$0	\$0	\$0	\$0	\$0	\$394	85%	3,915	14.0	0	0	0	0	0	\$335	\$0	\$0	\$0	\$0	\$0	\$0	\$335	\$0	\$0	\$335	\$0	\$641,964				
72	High/Middle/Elementary School-Add Cooling Coil to HS Gym AHU	-12,588	-57.3	0	0	0	0	-\$1,082	\$0	\$0	\$0	\$0	\$0	-\$1,082	85%	-14,810	-67.4	0	0	0	0	0	0	-\$1,273	\$0	\$0	\$0	\$0	\$0	\$0	-\$1,273	\$0	\$0	-\$1,273	\$0	\$0				
73	High/Middle/Elementary School-Replace HS HW Boilers with Conder	0	0.0	0	0	1,262	0	\$0	\$0	\$0	\$0	\$1,607	\$0	\$0	\$1,607	85%	0	0.0	0	0	1,072	0	0	\$0	\$0	\$0	\$0	\$1,464	\$0	\$0	\$1,464	\$0	\$0	\$1,464	\$0	\$201,541				
74	High/Middle/Elementary School-Replace HS HW Loop Pumps	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519	\$68,775				
75	High/Middle/Elementary School-Replace HS Geothermal Loop Pump	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,096	\$74,315				
77	High/Middle/Elementary School-Replace ES/MS HW Pump and Add	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$471	\$82,785					
78																																								
92	High/Middle/Elementary School-Retro-commissioning	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,578	\$0			
98																																								
101	Primary School-Optimization Services	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
102	High/Middle/Elementary School-Optimization Services	0	0.0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	85%	0	0.0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
	<b>Totals (Energy Units):</b>	<b>165,779</b>	<b>445.2</b>	<b>0</b>	<b>0</b>	<b>13,458</b>	<b>0</b>	<b>\$13,408</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,758</b>	<b>\$0</b>	<b>\$0</b>	<b>\$31,165</b>		<b>140,934</b>	<b>384.0</b>	<b>0</b>	<b>0</b>	<b>11,665</b>	<b>0</b>	<b>0</b>	<b>\$11,353</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,928</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,281</b>	<b>\$3,664</b>	<b>\$2,559,270</b>							

3. Navitas and Client Energy Savings Evaluation

After review of the measurement and verification protocol options, Client and Navitas agree that methodology in section **C. Savings Measurement & Verification** is acceptable to the Client, and Navitas has priced the project accordingly.

4. Measurement & Verification Reporting of Energy Savings into Dollars

To calculate dollars, Client agrees that Navitas will and should utilize the energy savings measures as described in below in section **C. Savings Measurement & Verification** and assumptions in the IGA Report to determine energy unit savings. The energy unit savings is multiplied by the appropriate rates from item **A.1 Utility Rates** above to compute an annual dollar savings amount.

5. Savings Reconciliation

A measurement and verification report shall be prepared and provided to Client as shown in Figure D.6.

Figure D.6 Measurement & Verification Reporting Schedule

	Report Delivered	Savings Represented
Report 1	Within 365 days following Project Completion	Year 1 savings

Client and Navitas agree that if measurements taken for any portion of an energy conservation measure are at a lower performance than the goal, Navitas will use the measurements and apply the appropriate rates from item **A.1 Utility Rates** above to compute an annual dollar savings amount. This will determine if the guaranteed energy savings have been met for that overall energy conservation measure. If the calculation using field measurements indicates the guaranteed energy savings have been met for that measure, then no further computations are necessary and Navitas will present the measurements and calculation results to Client for their records.

If the measurement-based calculation is less than the guaranteed savings for that measure, then Navitas will calculate an aggregate savings of all energy conservation measures using the calculations in the **Investment Grade Audit Report** and the collected measured data. If the measurement-based calculated aggregate savings meets or exceeds the guaranteed savings, then Navitas will forward all measurements and calculation results to Client for their records.

If the measurement-based calculated aggregate savings is a savings less than the total guaranteed savings for the project, Navitas will provide services and/or payment, at the choice and election of Navitas, in the amount of the savings shortfall on an annual basis on the anniversary of the guarantee start date, as long as the shortfall continues. Payment or services will be identified within sixty (60) days of the anniversary of the guarantee start date. If the shortage is anticipated for all future years of the guarantee period, Navitas and Client, after reaching a mutual agreement, may allow for Navitas to present the value of the short fall at a 10% discount rate, make one payment, and finalize all contract obligations or re-measure each year until the savings are achieved.

## C. Savings Measurement & Verification

An overview of the energy conservation measures, and the appropriate measurement and verification methodology are shown in Figure D.7 on the following page.

“Calculation” means the savings have been calculated in the Investment Grade Audit Report. “Measurement” requires measurements to determine the actual retrofit performance. In the “Measurement” cases, the measured parameters, time of measurement and quantity of equipment to be measured are identified.

### 1. Verification Methodology

#### a. Calculated Savings ECMs

- i. Client and Navitas agree that the project will include savings from recurring and/or one-time costs. This may include one-time savings from avoided expenditures for repairs, improvements and replacements that will no longer be necessary. There are one-time capital cost avoidance savings to replace equipment that is past its useful life that have been included in the contract. For all ECMs with calculated savings, no measurements shall be taken. The savings for the ECM have been reviewed and are accepted as calculated as identified in the Verification Methodology column in Figure D.7.

Figure D.7 Measurement and Verification Methodology for Energy Conservation Measures

ECM No.	ECM Description	Verification Methodology	Measured Parameter	Measurement Interval	Percent of \$ Savings Guaranteed
11 - 12	LED Lighting Retrofit	IPMVP Option A (Measured)	Fixture Wattage	One Time	30.7%
21 - 22	Weatherization	Calculated	N/A	N/A	9.3%
32	Exterior Door Replacements	Calculated	N/A	N/A	1.4%
41 - 42	Building Automation System Installation	IPMVP Option A (Measured)	Set Point Scheduled Parameters	Post: One Time Graphics Screenshot	37.1%
51	Replace Existing Boiler/Window AC with Gas-Fired Furnaces/Condensing Units and Update Electrical Services	Calculated	N/A	N/A	7.3%
52	Southern Window Replacements and Wall Construction	Calculated	N/A	N/A	8.0%
54	Exterior Siding Replacements	Calculated	N/A	N/A	0.0%
55	Fire Alarm System Upgrades	Calculated	N/A	N/A	0.0%
71	Replace Geothermal Heat Pumps	IPMVP Option B (Measured)	Mixed Air Temp Mixed Air RH Discharge Air Temp Discharge Air RH Airflow Current	Post: One Time	1.2%
72	Add Cooling Coil to HS Gym AHU	Calculated	N/A	N/A	0.0%
73	Replace HS HW Boilers with Condensing Boilers	IPMVP Option A (Measured)	Boiler Efficiency	One Time	5.1%
74	Replace HS HW Loop Pumps	Calculated	N/A	N/A	0.0%
75	Replace HS Geothermal Loop Pumps	Calculated	N/A	N/A	0.0%
76	Upgrade Fire Alarm	Calculated	N/A	N/A	0.0%
77	Replace ES/MS HW Pump and Add Redundancy	Calculated	N/A	N/A	0.0%
92	Retro-commissioning	Calculated	N/A	N/A	0.0%
101 - 102	Optimization Services	Calculated	N/A	N/A	0.0%

b. Measured Savings ECMs

Client and Navitas agree that savings for energy conservation measures listed as “Measurement” will be determined after testing and evaluation of the equipment. Utility bill consumption shall not be used to verify guaranteed savings achievement. The following are procedures for verifying the performance of “Measurement” energy conservation measures:

i. Lighting Upgrades

1) Measurement Boundary

Navitas and Client agree that ECM savings will be determined within a measurement boundary that encompasses only the new and retrofitted light fixtures installed as a part of this project. Measurements will be taken on the electrical power supplied to the fixture only.

2) Interactive Effects

Navitas and Client agree the measurement boundary excludes:

- a) The project’s energy interactions with the building HVAC systems. From simple HVAC heating and cooling cost analysis for this type of building, it has been determined that the cost of the extra winter heating in the perimeter zones is approximately offset by the reduction in cooling cost in the summer. Therefore, the heating and cooling load cost impacts are ignored.
- b) There will not be changes to the task lighting within the facility, therefore none of the task lighting power consumption will be measured.

3) Measurement Process

Navitas and Client agree that lighting wattages will be measured using a true RMS style clamp-on voltage/ampere meter. The lights within the facility will be randomly selected and the voltage and ampere will be measured at the switch. The wattage is calculated by multiplying the measured ampere by the measured voltage. When multiple fixtures are located on a single circuit, the total wattage of the circuit will be divided by the number of fixtures present to obtain a per fixture wattage. Any lamps that are not functional or burnt out will be factored into the calculation and removed from the total wattage.

4) Baseline Energy

Navitas and Client agree that the pre-retrofit measurements will be taken prior to the removal or retrofit of the existing fixtures. The average wattage for each fixture type identified in Figure D.8 will be determined, along with the sampling error achieved to determine the final savings.

Figure D.8 Fixture Types Included in the Lighting Measurement

Measure Description	Quantity Installed	Quantity Measured	Existing Watts / Fixture	Retrofit Watts / Fixture	Watts / Fixture Goal (Guaranteed at 85%-Watt reduction)
Existing (2) 14-Watt T8 Linear, 4 Foot Type B Light Emitting Diode Lamp/Bipin Base/No Ballast To (2) LED12.5T8SE440-G	99	10	29.4	4.4	3.7
Existing (2) 14-Watt T8 Linear, 4 Foot Type B Light Emitting Diode Lamp/Bipin Base/No Ballast To MLFP 22 G4 18W CS CR BLANK & ML14 G4 SMK	84	10	29.4	11.4	9.7
Existing (2) 32-Watt T8 Linear, 4 Foot Fluorescent Lamp/Bipin Base/Electronic, Instant Start, Normal Light Output (.85<Bf<.95) Ballast To (2) LED12.5T8SE440-G	206	11	55.8	30.8	26.2
Existing (2) 32-Watt T8 Linear, 4 Foot Fluorescent Lamp/Bipin Base/Electronic, Instant Start, Normal Light Output (.85<Bf<.95) Ballast To MLFP 24 G4 20W CS CR BLANK	60	10	55.8	30.8	26.2
Existing (3) 32-Watt T8 Linear, 4 Foot Fluorescent Lamp/Bipin Base/Electronic, Instant Start, Normal Light Output (.85<Bf<.95) Ballast To (2) LED12.5T8SE440-G	198	11	80.9	55.9	47.5
Existing (3) 32-Watt T8 Linear, 4 Foot Fluorescent Lamp/Bipin Base/Electronic, Instant Start, Normal Light Output (.85<Bf<.95) Ballast To MLFP 24 G4 20W CS CR BLANK	105	10	80.9	55.9	47.5

#### 5) Independent Variables

Navitas and Client agree that the lighting measurements will be taken of existing and retrofitted fixtures within one month of the installation. There are no routinely varying factors that affect lighting power in this short of a timeframe; therefore, no independent variables will be measured.

#### 6) Post-Retrofit Test

Navitas and Client agree that post-retrofit measurements will be taken within one month of installation. The test procedure will be the same as the baseline measurements. Due to a higher consistency in new fixtures a lower sample size can be used to achieve the same level of confidence in the measurements. The average lamp wattage for each fixture or lamp type will be recorded and used for the final savings verification. Any lamps that are discovered to be burnt out during the measurement and verification process will be replaced prior to the measurements being taken.

## 7) Assumptions

Client acknowledges and understands there are large variances in occupancy patterns within a facility, and occupancy/usage is outside of the control of Navitas. Therefore, the number of occupied hours for the savings guarantee were determined during the audit and used for all savings calculations. The basis of the savings measurements for this ECM are determined upon the reduction in wattage.

## 8) Measurement Cost and Accuracy

Navitas and Client agree that lighting upgrade savings are verified by taking pre- and post-retrofit measurements to verify that the reduction in lighting wattages are equal to or greater than those shown in Figure D.8. If the average wattage reduction of a given fixture type exceeds the value shown, the savings are achieved as guaranteed. The fixture type, quantity installed, and quantities to be measured are listed in Figure D.8. These fixture types account for 80% of the total replaced or retrofitted fixtures. The intended precision from the sample size is 15% precision with 90% confidence. These fixtures will be measured in accordance with the measurement interval descriptions outlined. Where multiple fixtures can be measured from a single switch or circuit, the total wattage measured at the switch or circuit will be divided by the total number of fixtures to determine the wattage per fixture.

## 9) Buildings and Properties

Refer to the **Exhibit B (Scope of Work)** for the buildings and properties that are included in this ECM.

### ii. Upgrading Existing Building Automation System

Navitas has determined, and Client agrees that savings can be achieved through the implementation and optimization of a building automation system (BAS). Navitas has evaluated the existing control of building heating, ventilation, and air-conditioning (HVAC) systems, and has determined the energy savings based upon the new operation plan for the equipment. Energy savings will be attained from better occupied scheduling and more efficient control of the systems.

Although the temperature set points and occupied/unoccupied hours of operation of the heating, ventilating and air conditioning equipment have a direct impact upon energy consumption; operation schedules and temperatures will be continuously modified to adjust for space use and occupancy. Therefore, the hours of operation and temperature set points used in the proposed energy savings and the measurement and verification report are agreed to by the Client and Navitas. The temperature set points and occupied/unoccupied hours of operation should be reasonably monitored by facility personnel so that energy efficiency can be optimized.

BAS savings is determined by calculation and verified through the review of temperature set points.

**Exhibit E (Standards of Comfort)** contains the operating schedule that will be used as the basis of energy savings. The BAS parameters will be evaluated in accordance with the measurement interval identified in Figure D.7 Measurement and Verification Methodology for Energy Conservation Measures.

It is expected, and Client understands that some temperature and schedule variations occur within the facility to accommodate specific personnel and building use. It is agreed that the savings calculation is and will be based on a typical use of all spaces. While the calculation does not contain the granularity to model each thermostat specifically and schedule setting, by using a facility typical setting, savings is calculated.

If the set point temperatures and operating schedule established in **Exhibit E (Standards of Comfort)** are correct in the BAS, the savings are achieved. If the set points are modified from the values shown above, Navitas will include the “as found” set point in the report provided and the savings will be considered achieved as projected.

iii. Geothermal Heat Pump Replacement

a) Measurement Boundary

ECM savings will be determined within a measurement boundary that encompasses only the new HVAC equipment Geothermal Heat Pump (GHP) in cooling mode installed as a part of this project. Measurements will be taken on the air temperatures upstream and downstream of the coil, unit power, airflow, and the condenser water entering and leaving temperatures.

2) Interactive Effects

The measurement boundary excludes the HVAC equipment hours of operation. Therefore, the frequency of use and associated cost impacts are ignored as a part of this ECM. During the measurement period, the building will be placed in occupied mode even if not being used, to simulate normal occupancy.

3) Measurement Process

For the pre-retrofit measurements, the rated efficiency of the existing Geothermal Heat Pumps will be used as the baseline efficiency for the existing equipment.

For the post-retrofit test, multi-channel temperature loggers will be installed to measure mixed air temperature, mixed air humidity, supply air temperature, and supply air humidity. The system will be placed into a full load condition, and the data will be gathered over approximately 15 minutes. Airflow values will be taken from the drawings, or an existing balance report if available, or measured. A current transducer will be installed on the unit disconnect to monitor unit amperage.

4) Baseline Energy

The baseline kw/ton will be acquired from the published manufacture's data and used to establish the existing efficiency.

5) Post-Retrofit Test

Post-retrofit measurements will be taken when the system can be placed into a full load condition, then compared to the published manufacture's data (as available).

6) Assumptions

Client acknowledges and understands there are large variances in occupancy patterns within a facility, and occupancy/usage is outside of the control of Navitas. Therefore, the number of occupied hours for the savings guarantee were determined during the audit and used for all savings calculations. The basis of the savings measurements for this ECM are determined upon the efficiency of the equipment.

7) Measurement Cost and Accuracy

Three (3) GHP's will be measured for the following sizes: 27-MBH, and 47-MBH. If the average efficiency reduction (kW/Ton) of the Geothermal Heat Pumps exceeds the value shown in Figure D.9, the savings are achieved as guaranteed. The associated sampling error, confidence, and final variance in the savings will be recorded in the final measurement and verification form after the measurements are taken.

Figure D.9 Geothermal Heat Pump Measurements

Measure Description	Existing GHP Efficiency	New GHP Efficiency	Guaranteed Reduction kW/Ton @ 85% Reduction
27 MBH Geothermal HP	0.83 kW/Ton @ full load	0.75 kW/Ton @ full load	0.07 kW/Ton
47 MBH Geothermal HP	0.80 kW/Ton @ full load	0.70 kW/Ton @ full load	0.08 kW/Ton

8) Buildings and Properties

Refer to the **Exhibit B (Scope of Work)** for the buildings and properties that are included in this ECM.

iv. Boiler Replacements

1) Measurement Boundary

ECM savings will be determined within a measurement boundary that encompasses the boiler exhaust stacks. Measurements will be taken within the exhaust of the boiler only.

## 2) Interactive Effects

The measurement boundary excludes the control and sequencing of the boilers. How boilers are controlled can affect the efficiency and runtimes of the boilers. The measurement of this ECM only accounts for the efficiency of the actual high-fire rate of the boiler itself. Therefore, the sequencing and runtimes of the boiler plant are ignored.

## 3) Measurement Process

A flue gas analyzer will be placed into the exhaust of the boilers. The flue gas analyzer will be inserted as close to the exit of the boiler as is practical to measure as accurately as possible to get the true efficiency of the boiler. A minimum of two measurements per boiler shall be taken to ensure accuracy.

## 4) Baseline Energy

The pre-retrofit measurements will be taken prior to the removal of the existing boiler. The average boiler efficiency will be taken and used to identify the baseline boiler efficiency and to determine the savings.

## 5) Independent Variables

The boiler efficiency measurements will be taken of existing and retrofitted units within 1 month of the installation or during heating season. There are no routinely varying factors that affect boiler efficiency in this short of a timeframe; therefore, no independent variables will be measured.

## 6) Post-Retrofit Test

Post-retrofit measurements will be taken within one month of installation or as soon as heating season is in effect to allow fully loading of the boiler plant. The test procedure will be the same as the baseline measurements. The average boiler efficiency for all accurate measurements will be recorded and used for the final savings verification.

## 7) Assumptions

There are large variances in occupancy patterns within a facility, and occupancy/usage is outside of the control of ESCO. Therefore, the number of occupied hours for the savings guarantee were determined prior to construction and will be used for all savings calculations.

## 8) Measurement Cost and Accuracy

Savings is based off premeasurements that have been taken from the equipment rated and stated below in Figure D.10. **For post measurement two boilers will be tested a minimum of two times.** The sampling error and overall confidence will be recorded in the final measurement and verification report. The efficiency rating of a heating boiler is determined by measuring combustion efficiency, which is a value of MBTUs of gas input less the stack loss, per MBTUs of gas input, or percent efficiency. This method

does not account for the heat losses through the skin of the boiler to the surrounding boiler room, which is known as radiant and convective losses. These losses can be estimated from the boiler manufacturer's data. The overall efficiency of the boiler is defined as the fuel-to-water efficiency, which includes the stack loss as well as the radiant and convective losses. The combustion efficiency will be measured by taking a sampling of flue gas to determine the oxygen concentration, CO2 concentration, as well as the temperature of the flue gas. These values will be utilized to calculate the operational combustion efficiency (percentage) of the boiler and correlated to the return water temperature into the boiler. The savings for this ECM will be achieved if the measured efficiency of the installed natural gas boiler is above the values stated in the ECM calculation (see Figure 10). The guaranteed efficiency is based upon achieving 85% of the calculated savings which is the difference between the projected efficiency and the pre-measured efficiency.

Figure 10 Boiler Efficiency

Measure Description	Existing Boiler Efficiency	Projected Boiler Efficiency
Replace Boilers with Condensing Boilers	80%	87.5% @ 155°F Return 91% @ 130°F Return 93% @ 110°F Return

9) Buildings and Properties

Refer to the **Schedule A (Scope of Work)** for the buildings and properties that are included in this ECM.

2. Measurement & Verification Forms

The forms shown in Figure D.11 – Figure D.13 will be used to measure and verify savings guaranteed by this contract.



Figure D. 12 Boiler Measurement Form

Post Boiler Replacement Measurement and Verification Form Loup City Public Schools											
	Boiler Tag	Test	Return Water Temp (°F)	Supply Water Temp (°F)	Outside Air Temp (°F)	Firing Rate %	Flue Gas Temperature (°F)	Excess Oxygen (%)	Efficiency Goal (%)	Measured Efficiency (%)	Combustion Air Temp (°F)
1	Loup City - High School Boiler 1	Test 1									
		Test 2									
		Test 3									
2	Loup City - High School Boiler 2	Test 1									
		Test 2									
		Test 3									

Note 1 : A minimum of two tests are required per the Contract.

Figure D.13 Geothermal Heat Pump Measurement Form

Heat Pump #	HP Size (MBH)	Return/Mixed Air		Supply Air		Measured Power (kW)	Calculated Capacity (MBH)	Unit Efficiency (kW/ton)
		Temperature (F°)	Humidity (RH%)	Temperature (F°)	Humidity (RH%)			

## EXHIBIT E STANDARDS OF COMFORT

The ESCO has not proposed or taken any energy savings for this project from the alteration of comfort levels within any space while it is being occupied.

The performance standards herein shall be established to provide sufficient and comfortable conditions for the facility consistent the energy management plan adopted by Client under the energy savings performance contract. The Client shall take due diligence to ensure that these standards are maintained.

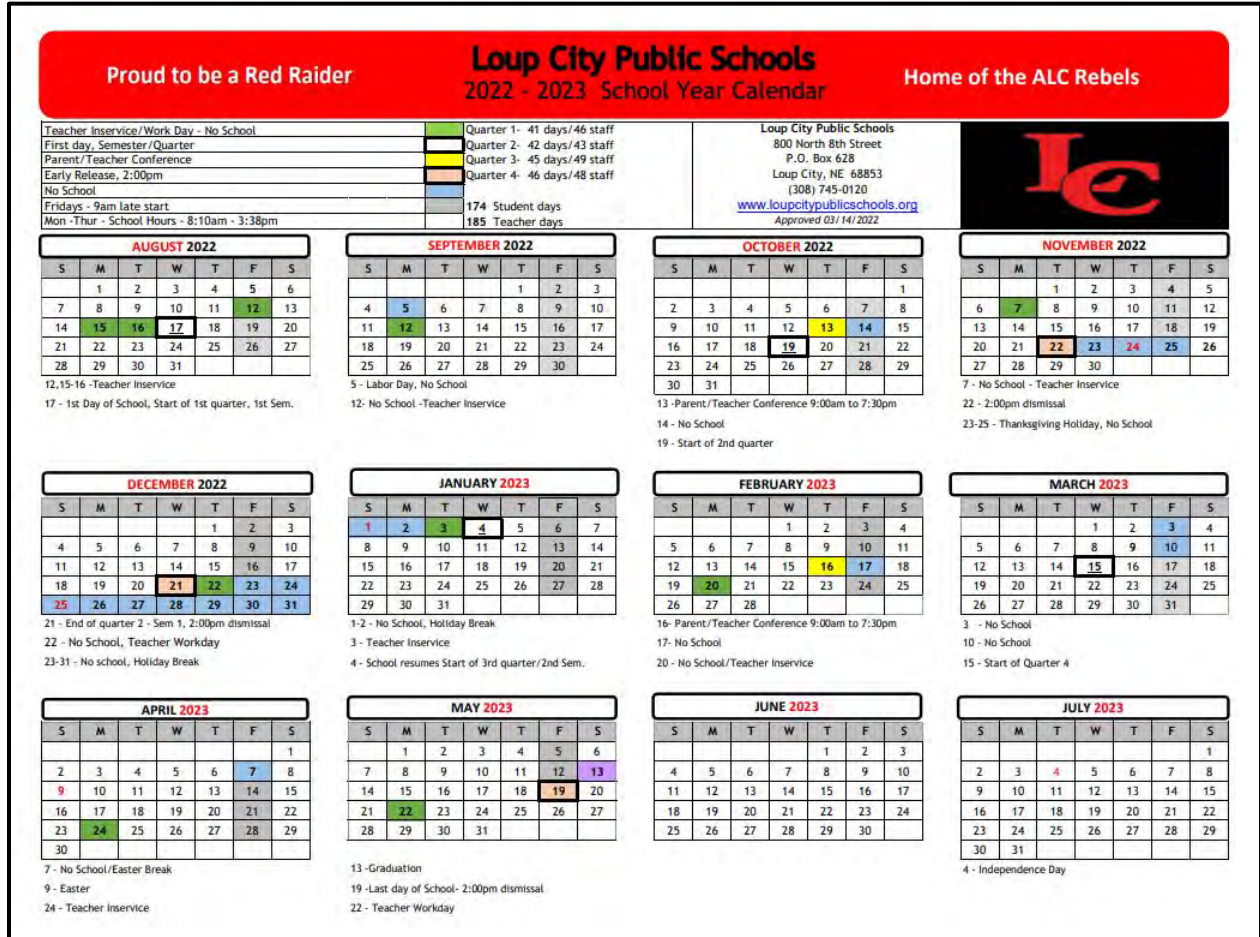
- A. Replacements of all major equipment have been sized to meet or exceed existing demand.
- B. Energy savings at the schools are calculated based upon the temperature set points, as shown below, in all spaces that are impacted by energy retrofit project. Variations from these set points will affect the energy consumption of the systems.
  - 1. The occupied heating season set point will be 70°F.
  - 2. The occupied cooling season set point will be 74°F.
  - 3. The unoccupied heating season set point will be 55°F.
  - 4. The unoccupied cooling season set point will be 85°F.
- C. Energy savings at the schools are calculated based upon the operating schedule, as listed in the table shown in Figure E.1 and the district calendar shown in Figure E.2, in all spaces that are impacted by energy retrofit project. Variations from these operating schedules will affect the energy consumption of the systems.

Figure E.1 Operating Schedule

Building	Proposed/Estimated			
	School Year Monday-Friday	School Year Weekends	Summer Monday-Friday	Summer Weekends
Primary Building	7am – 5pm	9am – 12pm	9am – 12pm	unoccupied
High / Middle / Elementary School	7am – 5pm	9am – 12pm	9am – 12pm	unoccupied

- D. It has been estimated that the primary facilities maybe occupied up to four (4) full load hours each school day and up to two (2) full load hours on weekends. The High School, Middle School, and Elementary School Building is assumed to have up to ten (10) full load hours each school day and up to four (4) full load hours on weekends. An assumption of three (3) weeks in June with 1/2 of the building square footage will be assumed for summer school operation.
- E. There may be scenarios including after school activities, school athletics, clubs, etc. in which the building may be occupied outside of the times prescribed in Figure E.1. Navitas has taken into account these exceptions in determining projected energy savings. Any significant deviations from the operating hours may cause an increase in the energy consumption of the facilities.

Figure E.2 District Calendar



**EXHIBIT F  
DETAILED POLLUTION CREDIT CALCULATIONS**

The emission reductions produced from implementing this project are equivalent to saving:

- 552,959 total pounds of CO<sub>2</sub> reduction (carbon dioxide)
- 35 total pounds of CH<sub>4</sub> reduction (methane)
- 10 total pounds of N<sub>2</sub>O reduction (nitrous oxide)
- 1,065 total pounds of SO<sub>2</sub> reduction (sulfur dioxide)
- 797 total pounds of NO<sub>x</sub> reduction (nitrogen oxide)
- 41 total ounces of PM<sub>10</sub> reduction (particles of 10 micrometers or less)
- 117 total ounces of VOC reduction (volatile organic compounds)
- 1,775 total ounces of CO reduction (carbon monoxide)

This is equivalent to:

- Removing 49 cars from the road each year
- Conserving 28,399 gallons of gasoline each year
- Conserving 4 tanker trucks of gasoline each year
- Conserving 533 barrels of oil each year
- Conserving 33 households worth of electricity each year
- 5,807 tree seedlings allowed to grow for 10 years each year
- 2 acres of forest preserved from deforestation
- Conserving 2 railcars of coal each year
- Recycling 86 tons of waste rather than landfilling each year
- Conserving 4,676 propane cylinders used for home barbeques each year

## EXHIBIT G PROJECT FINANCIALS

### A. ENERGY CONSERVATION MEASURE COSTS

The table shown in Figure G.1 identifies costs for ECM including development, design, construction, project management, and other related energy services to complete the ECM Scope of Work. All related pricing that has been received for this project is valid until April 30, 2023. If this Contract is not completed in this timeframe, new pricing may be required, and adjustments will be made.

### B. PROJECT PRO FORMA CASHFLOW

The projected cash flow analysis for the costs and savings associated with implementing the project is shown in Figure G.1. Refer to **Exhibit D (Verification and Guarantee of Savings)**, for more detailed information regarding the savings.

The table shown in estimates the fifteen (15) year project cashflow for the Project using the utility cost savings, operational cost savings and capital avoidance as determined by Navitas in the IGA Report. The financing and any down payment are the responsibility of the Client and the values used in this analysis are estimates based on input from the Client prior to signing the Contract. Escalation rates are estimates and results may vary based on future changes in utility rates and operation or maintenance costs of Client. This table is included in the Contract for illustrative purposes only to demonstrate compliance with energy savings performance contracting statute and Navitas makes no representations or guarantees for terms of Client financing or escalation rates which are outside of Navitas' control.

### C. EPACT TAX CREDITS

The Energy Policy Act of 2005 ("EPACT") enacted Internal Revenue Code Section 179D which allows building owners or their designated representatives a tax deduction for energy efficiency modifications to their facilities. Since Client is a tax-exempt entity and has no benefit from the tax EPACT tax deduction, the Client hereby designates Navitas, as the designer of the energy efficiency improvements, to claim any applicable EPACT tax deduction by implementation of the scope of work of this Contract.

Figure G.1 Project Cost and Savings

**Loup City**  
**Pro Forma Cash Flow for 15 Year Program**

Program Data		Facility Operational Data		\$/Sqft
Program Cost	\$3,838,459	Total Square Feet	114,329	
Investment Grade Audit Fee	\$0	Total Annual Utilities	\$136,186	\$1.19
Total Program Cost	\$3,838,459	Annual Electric	\$61,946	\$0.54
Less Up Front Cash Buydown	\$0	Annual Gas	\$74,240	\$0.65
Net Financed Costs	\$3,838,459	Annual Water	\$1,925	\$0.02
		Operational Costs	\$0	\$0.00
Special Building Levy (Annual Payment)	\$215,430	Utility Escalation Rate	3.50%	
		O&M Escalation Rate	3.50%	
Loan Data		Projected Savings Data		% Savings
Lease Amount	\$3,838,458.84	Total Utility Savings	\$31,165	22.88%
Interest Rate (Estimated)	1.00%	Electric Savings	\$13,408	21.64%
Term (years)	15	Gas Savings	\$17,758	23.92%
Calculated Finance Payment	\$276,844	Water Savings	\$0	0.00%
Finance Payments Total	\$4,152,662	Operational Savings	\$3,664	0.00%
Additional Annual Payments	\$0	Capital Cost Avoidance Savings	\$3,287,820	
All Payments Total	\$4,152,662	Special Building Levy (Annual Payment)	\$215,430	

Program Year	Savings & New Revenue						Payments		Resulting Cashflow		Excludes Capital Cost Avoidance	Yearly Cash Flow (Without Future Replacement Expenditures Avoided)	Cumulative Cash Flow (Without Future Replacement Expenditures Avoided)
	Projected Utility Cost Savings	Operational Maintenance Cost Savings	Operational Future Replacement Expenditures Avoided	Grants & Rebates	Additional Funding	Total Funds Available	Debt Service Payment	Additional Annual Payment	Yearly Cash Flow	Cumulative Cash Flow			
Construction	\$7,791	\$474	\$3,287,820	\$0	\$0	\$3,296,085	\$0	\$0	\$3,296,085	\$3,296,085		\$8,265	\$8,265
1	\$32,256	\$3,793			\$240,795	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
2	\$33,385	\$3,926			\$239,533	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
3	\$34,554	\$4,063			\$238,227	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
4	\$35,763	\$4,205			\$236,876	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
5	\$37,015	\$4,352			\$235,477	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
6	\$38,310	\$4,504			\$234,030	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
7	\$39,651	\$4,662			\$232,531	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
8	\$41,039	\$4,825			\$230,980	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
9	\$42,475	\$4,994			\$229,375	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
10	\$43,962	\$5,169			\$227,713	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
11	\$45,501	\$5,350			\$225,993	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
12	\$47,093	\$5,537			\$224,214	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
13	\$48,741	\$5,731			\$222,372	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
14	\$50,447	\$5,932			\$220,465	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
15	\$52,213	\$6,140			\$218,491	\$276,844	\$276,844	\$0	\$0	\$3,296,085		\$0	\$8,265
<b>TOTALS</b>	<b>\$630,196</b>	<b>\$73,657</b>	<b>\$3,287,820</b>	<b>\$0</b>	<b>\$3,457,074</b>	<b>\$7,448,748</b>	<b>\$4,152,662</b>	<b>\$0</b>	<b>\$3,296,085</b>			<b>\$8,265</b>	

- Notes 1) Navitas guarantees efficiency will be achieved that may generate dollar savings to cover total annual program fees.
- 2) One hundred percent (100%) of excess savings may be kept or utilized at discretion of Client.
- 3) Escalation for Utility and Operational savings are estimated.
- 4) Actual debt service payment will be per the amortization schedule established by the Nebraska Energy Office with Client.



**APPENDIX II  
CERTIFICATE OF ACCEPTANCE – INSTALLED ECMS**

<b>ECM</b>	<b>Facility</b>	<b>Scope Description</b>	<b>Substantial Completion Date</b>	<b>Final Completion Date</b>	<b>Customer Acceptance</b>
11	PRI	Lighting Retrofits			
12	HME	Lighting Retrofits			
21	PRI	Weatherization – Add weatherstripping materials to doors			
22	HME	Weatherization – Add weatherstripping materials to doors			
32	HME	Replacement of Exterior Doors			
41	PRI	BAS Upgrade & BAS Integration			
42	HME	BAS Upgrade & BAS Integration			
51	PRI	Replace Existing Boiler and Window AC units with Gas-Fired Furnaces/Condensing Units			
52A	PRI	Replace portions of south window wall with new framed wall			
52B	PRI	Replace portions of south window wall with new windows			
54	PRI	Replace portions of north wall siding with new siding & insulation			
55	PRI	Fire Alarm System Upgrades & North Windows			
71	HME	Replacement of Geothermal Heat Pump Units			
72	HME	Add Cooling Coil to North Gym AHU			
73	HME	Replace Hot Water Boilers with Condensing Boilers			
74	HME	Replace Heating Water Pumps			
75	HME	Replace Geothermal Loop Pumps			
76	HME	Upgrade Fire Alarm			
77	HME	Replace Hot Water System Pump and add Redundant Pump			
91	HME	Retro-Commissioning			
92	HME	Retro-commissioning AHUs and VAV System			

The Client and Navitas agree that the ECMs listed above have been Substantially and Finally Completed in accordance with this Contract on the dates listed above.

**APPENDIX III  
CERTIFICATE OF PROJECT COMPLETION**

PROJECT TITLE LOUP CITY ENERGY PERFORMANCE CONTRACT

CLIENT LOUP CITY PUBLIC SCHOOLS

LOCATION LOUP CITY, NE

This is to certify that a final inspection of the above Project has been conducted jointly by Navitas and Client, and that the parties have determined that the project has been fully completed in accordance with the Contract documents as of \_\_\_\_\_.

The Client accepts the project as being fully completed, agrees all punch list items and deficiencies presently discovered have been satisfactorily resolved, and all ECMs have been fully installed.

Navitas remains responsible to respond to claims made under applicable warranties.

LOUP CITY PUBLIC SCHOOLS  
(Client)

\_\_\_\_\_  
Name Title Date

NAVITAS, LLC

\_\_\_\_\_  
Name Title Date

## Classified Employee Pay Schedule 2023-2024

Minimum Wage	\$10.50	Step 1	\$11.25
Base 23-24	\$11.25	Step 2	\$11.42
Base 22-23	\$10.98	Step 3	\$11.59
<b>Custodians</b>	<b>Benefit Classification</b>	<b>Hiring Range</b>	Step 4 \$11.76
Maint /Transportation Director	X 12 Month	Step 35 to Step 45	Step 5 \$11.94
Regular Custodian	12 Month	Step 8 to Step 18	Step 6 \$12.12
<b>Food Service</b>			Step 7 \$12.30
Food Service Director	X 9-12 Month	Step 35 to Step 45	Step 8 \$12.49
Regular Food Service	9 Month	Step 8 to Step 18	Step 9 \$12.67
<b>Bus Drivers</b>			Step 10 \$12.86
Regular Route Driver	None	Step 67 to Step 77	Step 11 \$13.06
Activities Driver	None	Step 8 to Step 8	Step 12 \$13.25
<b>Admin Assistant / Bus. Mgr</b>			Step 13 \$13.45
Administrative Assistant	X 12 Month	Step 8 to Step 18	Step 14 \$13.65
Business Manager	X 12 Month	Step 35 to Step 49	Step 15 \$13.86
Business Manager w/ BS	X 12 Month	Step 42 to Step 52	Step 16 \$14.07
<b>Paraprofessionals</b>			Step 17 \$14.28
Regular Ed. Para	9 Month	Step 8 to Step 25	Step 18 \$14.49
Teaching degree Para	9 Month	Step 15 to Step 35	Step 19 \$14.71
<b>Specialists</b>			Step 20 \$14.93
Technology Director	X 12 Month	Step 26 to Step 36	Step 21 \$15.15
Technology Coordinator	X Teacher	Compensation per Negotiated Agreement	Step 22 \$15.38
School Nurse	X 9 Month	Step 54 to Step 64	Step 23 \$15.61
School Nurse w/ BS	X 9 Month w/ Certified Staff Ins.	Step 61 to Step 71	Step 24 \$15.84
<b>Other</b>			Step 25 \$16.08
Summer help	Start on Base, each year after that =.50 raise/yr. No benefits, seasonal help		Step 26 \$16.32
Substitutes	First step in appropriate category above; No benefits		Step 27 \$16.57
<b>Benefit Classification</b>			Step 28 \$16.82
9 Month	Health/Dental Insurance: Single Health (\$1050 Deduct.)/Single Dental (100A/80B/70C)		Step 29 \$17.07
	Paid Vacation: None		Step 30 \$17.32
	Paid Holidays: Labor Day, Thanksgiving, Christmas, New Years Day		Step 31 \$17.58
	Leave Days: 10 days/year, unused accumulates as sick leave up to 40 days.		Step 32 \$17.85
			Step 33 \$18.12
9+ - 12 Month X - Denotes Insurance Level availability	Enhanced insurance coverage of family, employee/spouse or employee child(ren) if necessary for 9+ to 12 month employees in the roles of Elementary and Secondary Administrative Assistant, Food Service Director, Technology Director and Maintenance/Transportation Director.(\$1200 Deduct.)/Single Dental (100A/80B/70C)		Step 34 \$18.39
	Paid Vacation: 0-1 yrs=5 days; 2-5 yrs=10 days; 6-10 yrs=12 days;11+ yrs=15 days		Step 35 \$18.66
	Paid Holidays: Labor Day, Thanksgiving, Christmas, New Years Day, Memorial Day, July 4th		Step 36 \$18.94
	Leave Days: 10 days/year, unused accumulates as sick leave up to 40 days.		Step 37 \$19.23
	*Unspecified leave days must be taken before sick leave.		Step 38 \$19.52
	**Sick days may be used for personal illness or illness in the immediate family.		Step 39 \$19.81
	***Employee must be actively employed the workday before and after the holiday, or vacation to be paid for the holiday. This does not include Christmas Eve or New Year's Eve, though employees may work those days for regular pay.		Step 40 \$20.11
			Step 41 \$20.41
			Step 42 \$20.71
			Step 43 \$21.02
<b>Probationary Employees</b>			Step 44 \$21.34
Half of leave & vacation days will be given on the first day of work and half 6 months from the first day.			Step 45 \$21.66
<b>Bereavement Leave</b>			Step 46 \$21.98
May be taken out of unspecified or accumulated sick leave; determination for number of days will be made by the superintendent on a case by case basis.			Step 47 \$22.31
<b>Compensation</b>			Step 48 \$22.65
Compensation for non-teaching employees will be established by the Board of Education. Changes in compensation will normally be decided in April or May and will become effective August 1 (reflective in Sept. paycheck).			Step 49 \$22.99
<b>Retirement</b>			Step 50 \$23.33
All non-teaching employees working 20 or more hours per week on a regular, ongoing basis are required by law to belong and contribute to the Nebraska Public Employees Retirement System.¶			Step 51 \$23.68
<b>Placement on Schedule</b>			Step 52 \$24.04
Placement within hiring range is determined by administration and based on experience, skill level, etc. Hired at step and stay there unless exceptional overall rating on evaluation			Step 53 \$24.40
<b>Movement</b>			Step 54 \$24.77
Movement to the next step will be determined by yearly evaluation. Supervisors will suggest 1-2 step movement to superintendent. Superintendent will make final recommendation to the Board.			Step 55 \$25.14
			Step 56 \$25.51
			Step 57 \$25.90
			Step 58 \$26.29
			Step 59 \$26.68
			Step 60 \$27.08
			Step 61 \$27.49
			Step 62 \$27.90
			Step 63 \$28.32
			Step 64 \$28.74
			Step 65 \$29.17
			Step 66 \$29.61
			Step 67 \$30.05
			Step 68 \$30.51
			Step 69 \$30.96
			Step 70 \$31.43
			Step 71 \$31.90
			Step 72 \$32.38
			Step 73 \$32.86
			Step 74 \$33.36
			Step 75 \$33.86
			Step 76 \$34.36
			Step 77 \$34.88
			Step 78 \$35.40
			Step 79 \$35.93
			Step 80 \$36.47



## Elementary Principal School Board Report Outline

April 10, 2023

Roger Reikofski, Elementary Principal

### **What's Been Going On:**

First spring assessment - NSCAS (Nebraska Student Centered Assessment System) Language Arts Growth

PTO Easter Celebration

CIP Visit

### **What's Happening Now:**

More Testing: NSCAS, MAP, Dibels, and Aimsweb+

And the continuing day to day learning and teaching activities

### **What's coming up:**

PeeWee Prom - April 16 for K-5 from 3-5pm

Red and Black Day is set for May 16 with inclement weather dates of the 17th or 18th. K-3 in the morning and grades 4-6 in the afternoon.

## **Secondary Principal Report**

### **April 2021**

#### **Exciting happenings:**

- Mrs. Asche and Mrs. Henry sponsored 27 students at the state National History Day competition. 13 of these students earned their way with 8 projects to the national competition in Washington DC this summer.
- Congratulations to everyone who participated in state FFA, FBLA, and FCCLA. Thank you for being such great representatives of our school.

#### **What our data tells us this month:**

- Attendance data for March: 92.32%
- NSCAS testing for grades 6-8 was completed this past week. Initial raw scores look promising.
- Students are receiving their ACT scores individually. We are still awaiting our school report.

#### **What are some major events for the next month:**

- April 15th is prom.
- MAP testing will begin April 12th for grades 6-12
- Honor's night is April 27th. We are just doing grades 11-12, and a few other special award winners this year as well as incorporating the National Honor Society induction ceremony. The focus will be on scholarship and outstanding achievement.

## **Superintendent Report**

April 10, 2023

1. Early Childhood grant update and preschool plans for next year
2. Kids Fair held at LCHS
3. Elementary Principal search update
4. COPS Grant Update
5. Wall of Fame selection
6. Jason Sullivan and Ramsey Hunt were in the district today.
7. Other....



**Navitas, LLC**  
**Client Development Meeting**  
**SDLC1 - Loup City Public Schools**  
**Wednesday, March 22, 2023 07:00 PM**

Meeting	CDM003	Subject	Schedule & Drawing Review
Location	On Site		

**Attendees**

Attendee Name	Company	Optional	Attendee Name	Company	Optional
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**Meeting Agenda**

Item ID	Description	Responsibility	Due Date
<b>Key Personnel and Roles</b>			
CDM003-001	Navitas Construction Project Representatives	Navitas, LLC	
New	<p><b>Mar 22, 2023</b></p> <p>Ryan Terry - BD Manager – 913.593.9919- rterry@navitas.us.com            Tim Bensman - Director of Const. - 816-204-4067 - tbensman@navitas.us.com            Koby Kampschroeder - Director of BD - 913-609-4684 - kkampschroeder@navitas.us.com            Ryan Morrison – EIT - (913) 284-3139 -rmorrison@navitas.us.com            Paul Jensen - Energy Manager – 913-344-0028 - pjensen@navitas.us.com            Chris Durr - Project Manager - 913-710-8333 - cdurr@navitas.us.com            Sarah Kremer - Controller - 515-300-0062 - skremer@navitas.us.com            Elizabeth Ezra - Project Coordinator - 816-522-3702 - eeza@navitas.us.com            Zack Flageolle - Director of Optimization - 816-516-3828 - zflageolle@navitas.us.com</p>		
<b>Site Logistics</b>			
CDM003-002	Tour Of Facilities		
New	<p><b>Mar 22, 2023</b></p> <p>Site Walk to go over proposed ECM's.             Schedule lists the Proposed ECM's.</p>		
CDM003-004	Allowable Work Hours		
New	<p><b>Mar 22, 2023</b></p> <p>Occupancy hours and available access / work hours for each building?            Days and/or times when no work can be performed?            Access into locked areas; availability of building keys for Navitas?             What would work hours look like if the work cannot be performed during the summer break?             Summer School/Summer Schedule?</p>		
CDM003-007	Asbestos		
New	<p><b>Mar 22, 2023</b></p> <p>How would the district like to handle to removal. Navitas does not typically complete asbestos removal but could facilitate if necessary.</p>		
CDM003-008	Controls Contractor		
New	<p><b>Mar 22, 2023</b></p> <p>Rasmussen - Current Provider             Navitas has reached out to Integrated Controls (Honeywell/Johnson) and Elite Automation(Johnson Explorer). They have the ability to troubleshoot and service remotely.</p>		
<b>Progress Update</b>			
CDM003-003	Preliminary Schedule Review		
New	<p><b>Mar 22, 2023</b></p> <p>Review current schedule.             We have reached out to contractors for current lead times and have what we know reflected within the current schedule. Once they have a contract we will firm up those lead times accordingly and</p>		



**Navitas, LLC**  
**Client Development Meeting**  
**SDLC1 - Loup City Public Schools**  
**Wednesday, March 22, 2023 07:00 PM**

Item ID	Description	Responsibility	Due Date
CDM003-003	Preliminary Schedule Review		
	update the schedule to reflect.		
<b>Communication</b>			
CDM003-005	Project Communication		
New	<b>Mar 22, 2023</b> Discuss communications protocol through District. Navitas project manager or construction manager will be the main points of contact on day-to-day basis. All communication / direction should be through Navitas, please avoid providing direction to the subcontractors without including Navitas in the discussions. Navitas field office location. List of building contacts/leaders we need to coordinate and communicate work through. Who do we contact for IT needs?		
CDM003-006	Current Service Providers		
New	<b>Mar 22, 2023</b> Mechanical Service Provider - ? Water System - ? Controls - Rasmussen		

These meeting minutes represent the writer's interpretation of the events, discussions, comments, and commitments made by the attendees. Please notify Navitas in writing of any discrepancies within 3 days of receipt or these shall stand as correct for the record.

**Next Meeting Information**

Date	Subject	Schedule & Drawing Review
Location	On Site	

## Curriculum and Americanism Committee

March 27, 2023

7:30pm - 8:30pm

### Agenda Items

1. Hiring – what's left?
2. SPED
3. Elementary Principal
4. Kindergarten
5. Sections per grade
6. Math
7. College courses
8. Sign up sheets
9. Other