

Raymond Central Public Schools Board of Education Regular Meeting

Wednesday, February 16, 2022 at 6:00 PM Central

Jr/Sr High School Mustang Classroom

1800 West Agnew Road

Raymond, NE 68428-9783

Present: Matt Blanchard, Brad Breitreutz, Cathy Burklund, Dr. Harriet Gould, Bill Lange, Derek Matulka. Also attending were: Lynn Johnson, Superintendent; Allison Stansberry, Secondary Principal; Brian Gralheer, Asst Principal/Athletic Director; Amanda Coufal, Special Education Director; Shelly Dostal, Valparaiso Elementary Principal; Ann Egr, Ceresco Elementary Principal; and Jaci Bryce, Student Board Member.

Call to Order and Pledge of Allegiance

President Gould called the meeting to order at 6:00 PM and the Pledge of Allegiance was said.

Motion to Excuse Board Member's Absence

All members were present.

Open Meeting Law

The audience was reminded that Open Meeting Laws would be followed.

Consent Agenda

Motion by Matulka, second by Lange to approve the consent agenda as presented including the regular meeting minutes of January 22, 2022; workshop meeting minutes of February 10, 2022; January financial statement; and January monthly bills. RCV 5-0. Motion carried.

Regular Minutes of January 22, 2022 and Workshop Minutes of February 10, 2022

Motion by Matulka, second by Lange to approve the consent agenda as presented including the regular meeting minutes of January 22, 2022; workshop meeting minutes of February 10, 2022; January financial statement; and January monthly bills. RCV 5-0. Motion carried.

Financial Statement/Report

Monthly Bills

Correspondence/Recognition

Recognition of the qualifying wrestlers, the 2nd place Conference Speech Team, Dance Team, Cheerleaders, and our counselors during counselor appreciation week.

Public Forum

One person addressed the Board voicing her concerns about the mask mandate and urging them to remove it.

Reports

Administrative Reports

Submitted by Allison Stansberry, Jr-Sr High School Principal

Professional Development - On January 26 during PLC we rolled out Student Problem Solving Teams to our staff and began hosting these meetings on January 31. It was evident that after our discussion about SPS Teams that this is a positive next step for our building. I want to take a quick minute and share some of the responses we got from our fast feedback survey after rolling it out.

What excites you about this?

- The fact that this could help *improve the culture* in the school and solve problems directly
- Positive changes -- having a system that incorporates all the processes will be *SO beneficial and effective*.
- That we will finally have a system in place that we can ALL be on the same page and doing something that will *benefit our students and our district!! Yay!!*
- It is a *proactive approach* to student behavior that *doesn't wait for the climax of the behavior before action is taken*. It is both *preventative and supportive*.
- It will be awesome to have a *Universal MTSS* and be able to use *teamwork* to *better struggling student success* and help to ensure better behavior inside and outside of the classroom.
- *Proactive conversations* and the correlation between academic concerns and behavioral intent (& antecedents)
- Change is needed and this is a way to finally be *proactive instead of reactive* about so many of our issues!!

What concerns you about this?

- Will our meetings be *effective and interventions work?*
- Getting *buy-in from all staff* and *using it effectively/efficiently*.
- *Participation*. This will only work if we are ALL on board.
- *Implemented with fidelity by all parties--*On time, relevant objective input, follow through in classrooms.

Learning Acceleration Design Team - As you know, I am a part of this team put together by NDE. I want to provide you with a brief summary of what the focus of the committee is. There is nothing we are doing this year with it but this will be a state professional learning focus for the 2022-2023. A lot of what this team is focusing on ties in with the work that we are doing, so it is more of a continuation of our current focus with our standards, target learning, and ensuring we have high quality instructional materials and high quality core instruction.

What is the Learning Acceleration Design Team?

- The design team is made up of representatives from ESUs and schools. Each ESU was asked to identify 1-3 educators to assist in this work. The purpose of the design team is to brainstorm focus areas and provide input on next year's professional learning on learning acceleration, or "just in time" supports.

What is learning acceleration? How does it differ from remediation and intervention?

- Acceleration is an approach to supporting students' learning needs that strategically embeds critical, most essential content/skills from prior grades into grade-level content and instruction. Learning acceleration is also known as "just in time" instruction. (*Source: Accelerate, Don't Remediate*)
- Remediation is an approach to supporting students' learning needs that prioritizes mastering most or all content/skills from prior grades before introducing grade-level content. Remediation is also known as "meeting students where they are" and can often widen the gap between students and grade-level content. (*Source: Accelerate, Don't Remediate*)
- Both remediation and acceleration refer to scaffolds provided during Tier 1 instruction. This is also known as "core" instruction that lays a strong foundation for all students. (*Source: NeMTSS Layered Continuum of Supports*)
- Intervention differs from remediation in that it refers to scaffolds provided during Tier 2 or Tier 3 instruction. Students receive targeted support in small groups or 1:1 *in addition to* Tier 1/core curriculum & instruction. (*Source: NeMTSS Layered Continuum of Supports*)
- A study comparing acceleration and remediation as Tier 1 approaches showed that students who experienced learning acceleration struggled less and learned more than students who started at the same level but experienced remediation instead. (*Source: Accelerate, Don't Remediate*)
 - In particular, acceleration was particularly effective for students of color and students from low-income backgrounds, who are ironically more likely than their white, wealthier peers to experience remediation.

Where do HQIM (High Quality Instructional Materials) and Instructional practices fit in with learning acceleration?

- The foundation for successful learning acceleration is ensuring we are putting grade-appropriate assignments in front of students. Students can't master grade-level content and standards if the assignments they work on are below grade-level.
- Adopting high-quality instructional materials is the first step in ensuring students have access to grade-appropriate assignments, but it's not enough. How teachers *implement* HQIM is equally important.
- Strong instruction that develops a culture of learning, focuses on essential content, and pushes all students to own their learning is a core pillar supporting learning acceleration. We can't effectively accelerate learning, or close gaps from prior grades, without strong instructional practices.

Other Happenings: We have hired Industrial Technology! We are so excited to welcome Elijah Hackbart to the Mustang Family. He will also serve as our Head CC Coach and Skills USA Sponsor.

I attended the UNL Career Fair on February 8. It was a great opportunity to get in front of some soon to be educators. I was able to connect with a candidate for Science and also for Spanish. It was refreshing to see how many individuals are still entering the field of education.

We celebrated National School Counseling Week February 7-11. This year's theme was "Better Together". Mrs. Osten had a morning announcement each day to tie into daily themes. She also had activities planned for both students and staff. We are beyond lucky to have Mrs. Osten with us at the Jr-Sr High School. She is not only an incredible resource for our students but she is also an incredible resource for our teachers as well. She goes above and beyond daily and I couldn't be more grateful for the work Mrs. Osten does for our students and staff on a daily basis.

Submitted by Brian Gralheer, Assistant Jr-Sr High School Principal/Athletic Director

Winter sports are winding down to the postseason. All our teams have worked hard throughout the year and I would like to wish them the best of luck as they most into district and subdistrict play:

- Wrestlers travel to Madison for the two-day district tournament. After the first team Conference Championship since 1989, the wrestling team will try to send as many athletes to Omaha as possible.
- Girls Basketball sit as the 5-seed in a tough subdistrict at Lincoln Lutheran. They will take on Lincoln Christian in the first round. They are currently 12-8
- Boys Basketball will play Schuyler on Friday 2/18 before they begin subdistrict play on Monday 2/21. They are currently 7-13.
- The Central Players have continued to compete hard in tournaments. After a virtual season, it has definitely looked more "normal" this year. RC will play host to the Conference Tournament on 2/14 and Districts on 3/5

Spring sports are right around the corner. One of those sports will be the inaugural season for the Raymond Central Mustang baseball team. The Athletic Booster club has graciously stepped up to cover many start up costs for our baseball team. They have purchased new uniforms and also an indoor batting cage (also for SB) that will be housed in the Valparaiso Gym.

As you will see on the agenda tonight, I will be moving on from Raymond Central to become the 9-12 Principal at West Point High School. While I am excited to move into this new role, it is a bittersweet feeling as I have enjoyed my last three years here. Just as Greg Wilmes was able to do for me, I plan on being here for any questions my replacement will have for me in transition.

Submitted by Amanda Coufal, Director of Special Education

At the monthly Special Education Director meeting, we determined that IEP's should continue to include Covid Impact Statements. We could change the language from 'Covid Impact Statement' to an 'Extended School Release' statement to encompass all areas of possible impact (flood, tornadoes, covid, etc.).

New guidance is coming out from NDE regarding best practices. I will keep you updated when that information is presented. The new guidance will cover:

Shortened Days

Transition

FBA/BIPs

Manifestation Determinations

Non Public (revised)

Indicator Data Reporting

Assessments

There will be an opportunity for students with disabilities, ages 16-21, who currently work with VR, to participate in a Student/Teacher Pre-Employment Workday held at ESU2 on March 30. Students and their case managers will attend a business meet and greet with local employers, participate in mock interviews, attend informational sessions, and participate in job exploration. This will be a great opportunity for our students to explore options that are available to them and their future.

A survey will be sent out to parents of children with disabilities in March. This is part of the data collection for the Part B Indicator 8 (parent involvement), that will be collected from Nebraska school districts.

Submitted by Shelly Dostal, Elementary Principal at Valparaiso/K-5 Curriculum Director

Professional Learning - During the January 26 and February 9 late start times, the focus for the elementary staff has been the new ELA standards roll out. Dr. Gary Nunnally has been assisting with this training. PLCs also met to review goal progress and student data. The Elementary School Improvement Committee met on January 18 and will meet again on February 15. We are reading *Know Better, Do Better* as a book study as we continue to dive deeper into instructional practices. Mrs. Hlavaty, Mrs. Blank, and Mrs. Hummel led parts of our professional learning time, too. The Elementary MTSS team met on January 18. Each member was given a strand to research and bring back to the group. We met again on January 31 to review progress. Mrs. Egr and Mrs. Dostal met with MTSS regional director Kala Peyton on February 11 to map out next steps. She validated the work we have been doing and the MTSS pieces we already have in place. The Elementary Leadership Team will meet with Kala Peyton on March 7.

Curriculum/Instruction/Assessment - NWEA MAP testing window is scheduled to finish February 18 for all students in grades 3-5. These adaptive, normed assessments inform students and teachers about their progress and help teachers make instructional decisions. Mrs. Blank and Mrs. Hlavaty have been working with teachers in Grades K-3 for any changes needed for IRIPs (Individualized Reading Improvement Plans). Mrs. Stansberry and Mrs. Osten are leading the charge for ACT administration in April. Selected Fourth Grade students in Ceresco will take either the Reading or Math NAEP test on February 24. Mrs. Egr and Mrs. Dostal have been working with NDE NAEP to coordinate the testing. Preparations for Parent-Teacher Conferences in March are beginning. The end of the third quarter is March 3.

We will celebrate Read Across America Day/Dr. Seuss's Birthday on March 2 and also throughout the week. We have some dress up days planned. Thank you to Mrs. Janet Dannelly, Mrs. Shelly Hlavaty, and Mrs. Monica Blank for their leadership. PTO has a treat for each student, too. We will also observe Nebraska's 155th birthday on March 1.

Enrollment for Kindergarten and Preschool has begun. Future kindergarten parents should call the Superintendent's office by February 18. A parents only meeting is scheduled for March 28. Preschool applications are also being accepted. There will be a Round Up time throughout the day on March 4.

Staffing for 2022-23 is underway. We have already been interviewing candidates for open classroom positions. We are planning to conduct screening interviews for the Elementary Assistant

Principal position on February 16, with formal interviews scheduled for February 22.

RC PTO most recently met on February 8. PTO purchased 100th day activity pads for K-2 students to celebrate the 100th day on January 25. The PTO is hosting a family day out at Sun Valley Lanes on February 27. This is something new that PTO is trying to get more families together. PTO is funding the lane and shoe rental for one hour of bowling for our RC elementary families. We appreciate the support of our PTO!

The Raymond Central Clubs met on February 4. This is a special class offering for students since Civic Nebraska discontinued services. The students had a Valentine Celebration by creating valentine cards, doing STEM activities, having a snack, and other activities.

Other Happenings at Valparaiso:

We celebrated 100 days of school on January 25. Teachers included lessons throughout the day about "100". PTO treated the K-2 students with a special "100th day" activity pad.

Valentine's Day class parties will be held on February 11. If students include treats with their valentines, they are encouraged to provide non-food items to meet the Wellness Policy guidelines. If food treats are included, they will be sent home so families may do as they choose.

We say special thanks to our School Counselors during School Counselors week, February 1-5. We appreciate all you do, Mrs. White, Mrs. Hummel, and Mrs. Osten!

School Board Recognition Week was January 30-February 5. Thank you to all of our School Board members. We appreciate your dedication and support to RC students, staff, and community.

Other dates we will be observing soon include: President's Day on February 21, George Washington's birthday on February 22, and Nebraska's statehood birthday on March 1.

Submitted by Ann Egr, Elementary Principal at Ceresco/Special Education Director Elementary

The 100th day of school was celebrated January 25. The PTO provided erasers for the primary grades. Students and staff appreciated the generosity.

Campus Leadership SIP team met on January 18. Members of the team are Shelly Dostal, Ann Egr, Monica Blank, Nikole Farr, Shelly Hlavaty and Cindy Peterson. The Team started a book study. We are reading Know Better, Do Better and completed chapters 1 and 2. The feedback was positive. The next meeting is February 15.

Thank you to Kara Nelson for organizing Raymond Central Clubs. On February 4, the students participated in making Valentine Cards.

FastBride assessment is complete. Teachers met on January 26 during their PLC time to review the data. Screen to Intervention Reports for individual students. Students in the At Risk category will continue with their IRIP plans.

MAP testing has started. MAP provides educators with detailed information they need to evaluate instruction in order to support academic success.

Read Across America Week / Dr. Seuss' Birthday will be March 2 with activities/celebration throughout the week. Ms. Dannelly has a fun week planned to help celebrate his birthday and encourage reading!

Parent-Teacher conferences are scheduled for March 16-17 from 4:15-8:00. Once again both elementary schools are utilizing the PTCFast web-based signup program. PTCFast.com is a free website designed to make it easy to schedule parent-teacher conferences. An educator/software designer developed the program. The premise is to make scheduling easy for the first time user.

PTO family day out is scheduled for February 27 at Sun Valley Lanes and & Games. PTO is reserving 10 lanes (16 people per lane) at 1:00 and 2:00 PM and is paying for bowling and shoe rental. Thank you PTO.

Enrollment for Kindergarten and Preschool has begun. Future Kindergarten parents should call the Superintendent's office by February 18. A parents only meeting is scheduled for March 28. Preschool applications are currently being accepted. Preschool will host a Preschool Round-Up on March 4.

Mrs. Dostal and Mrs. Egr met on February 11 with Kayla Peton from ESU3. Kayla was excited about where we are. It was great validation for the work Elementary MTSS team has put into the

process. Both the Campus Leadership SIP team and MTSS team will meet with Kayla on March 7.
Class Valentine parties were held on February 11.

Student Board Member

The winter sports season is slowly coming to an end. Last week our wrestlers traveled to Madison to punch their ticket to the state tournament. This year we are taking a record number of 8 guys (plus Sophie) to the state tournament, which will take place this Thursday and Friday, along with Saturday for those who make it to the finals (this will also be televised). A big congratulations to Sophia Shultz, she will be the first girl in many years to qualify for the boys state wrestling tournament.

The girls basketball team recently traveled to Lincoln Luthern to play their first round of sub districts. Unfortunately this was not the outcome the girls were hoping for and their season has come to an end. The boys basketball team had their last home game Friday against Schuyler and subdistricts for them will take place next Monday at Milford.

The cheer team recently competed at the Heartland Championship and placed first in both division, game day and tumbling. They will be competing again on Friday for state cheer in Grand Island. Their first performance starts at 8:00 AM. Good luck ladies.

The Valentine's Day fundraiser put on by the speech and FBLA organizations went over well with many students participating to get their fellow classmates a nice surprise.

The Speech team recently held Capitol Conference here at Raymond Central. The Central Players placed second as an overall team, with a total of four champions. It was reported that the tournament went smoothly.

The juniors have decided to have our theme for prom be Masquerade. Prom is taking place April 2, 2022.

Superintendent's Report

We had 51 people (not counting the school board) in attendance at the Patron Committee Meeting. Kudo's to the Board of Education who worked to identify and contact these people so that we had a strong representation of our wards in attendance. The participants were able to provide the Board with what additional information they needed and/or questions answered in relation to the discussion about our educational facilities and next steps.

On January 31, Dr. Gould and I attended the NASB Legislative Conference. We listened to a variety of legislators including the Chair of the Education Committee, Senator Lynne Walz, discuss relevant school bills being introduced in this session. Senator Walz spent a majority of her time asking questions and taking audience questions. Her bill LB890 on school funding has the potential to reduce local property tax but is facing an uphill battle on the floor.

We have planned a Preschool Roundup for Friday, March 4. This gives parents/guardians the opportunity to learn more about the programming and it gives the teachers an opportunity to meet the kiddo's before the fall semester. Our enrollment for the event (13- 4 yr olds; 13 - 3 yr olds) is not what we had hoped for but it is a start and we have some time left before registration closes.

Patti Hudson, our Food Service Director, has noted that we are still having difficulties obtaining certain food items from vendors. Some of the shortages are attributed to the lack of a work force and inability for manufacturers and warehouses to make, package, and ship the goods. Most recently, we have experienced an inability to get premade peanut butter and jelly sandwiches as well as the desired chicken patties. At the elementary level, we can hand make sandwiches, but the volume and staffing at the Jr/Sr High doesn't allow for that possibility. We are very fortunate for the kitchen staff that we

have on all three campuses as they do everything in their power to make the necessary adjustments to create quality meals.

NASB Monthly Update

Important Upcoming Dates:

NRCSA Member Update

Facilities Report

Board Committee Reports

Committee on American Civics (Breitkreutz-chair, Burklund, Matulka)

The committee met prior to the board meeting to review a written report provided them by the principals which included curriculum covered in social studies courses. American History is embedded in grade level and course content where civics and teachings about the American flag is addressed, assessments in social science and how they capture progress of social studies standards, and how we are meeting the statute requirement to assess students on understanding of American citizenship and civic duty.

Transportation Committee (Breitkreutz-chair, Lange, Matulka)

Finance Committee (Blanchard-chair, Breitkreutz, Burklund)

Facilities Committee (Blanchard-chair, Burklund, Matulka)

Negotiations Committee (Blanchard-chair, Gould, Lange)

Curriculum Committee (Gould-chair, Burklund, Lange)

Policy Committee (Gould-chair, Lange, Matulka)

Review Public Forum Presentation(s) - Consider, discuss, and take all necessary action

Old Business

Discuss, Consider and Take Necessary Action to address safety protocols including masking protocols

The standing agenda item to address safety protocols including masking protocols was discussed. Currently masks are required at the high school (Lancaster County) until the DHM expires. Motion by Burklund, second by Lange to remove the mask mandate at the high school effective Monday, February 21, 2022. RCV 3-3. Yes: Burklund, Lange, Matulka. No: Blanchard, Breitkreutz, Gould. Motion failed.

Discuss, Consider and Take Necessary Action to amend the 2021-22 District Calendar

The NDE Commissioner issued an update to Rule 10 and Rule 14 on August 11, 2021 that provided flexibility for school districts as it relates to instructional hours due to impacts of Covid-19. In the fall the BOE graciously granted teachers two additional work days prior to the Thanksgiving break. Although things have been better in regards to absenteeism and coverage, we are still having to cover internally in some situations and the emotional burden of the year has been heavy. Motion by Matulka, second by Burklund to amend the District Calendar and approve Friday, March 11 as professional development, training and/or work time for staff with no students attending school that day. RCV 6-0. Motion carried.

New Business

Discuss, Consider and Take Necessary Action to approve staff appointments

Motion by Breikreutz, second by Matulka to approve staff appointments: Clair Trenhaile, Speech Language Pathologist; Kelly Tvrdy, Elementary Teacher and Head Volleyball Coach; Elijah Hackbart, Industrial Tech, SkillsUSA and Head Cross Country; Nathan Sliva, Elementary Teacher; Jacob Staroscik, Secondary Science Teacher; and Joey Stansberry, Substitute Bus Driver. RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary action to approve the resignations of staff

Motion by Blanchard, second by Matulka to approve staff resignations: Rachel Beck, Speech Pathologist; Ann Egr, Ceresco Elementary Principal; Brian Gralheer, Assistant Principal/Activities Director; Christine Genrich, Ceresco 5th Grade; Terran Benes, Assistant Softball Coach; Keaton Henry, Secondary Science and Asst Boys Basketball; Laura Hill, Secondary Spanish; and Diane Ahlstrand, Ceresco 3rd Grade. RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the 2022-23 School Calendar.

Motion by Matulka, second by Lange to approve the 2022-2023 school calendar as presented noting the start date has been moved back by a week and the calendar does retain three snow days, creating a flexible end date. RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve Jr/Sr High course offerings

Motion by Burklund, second by Matulka to approve changes to course titles that create new CTE Pathways and add two new courses for the 2022-2023 school year: Cybersecurity and IT Fundamentals. RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the Superintendent's Contract for 2022-23

The board followed all legal requirements in posting the Superintendent's Contract on the website as well as the schedule indicating the cost of that contract at least three days prior to this meeting. Motion by Blanchard, second by Breikreutz to approve the Superintendent contract with a salary of \$152,000.00. RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary action with regard to authorizing issuance of a request for letters of interest for architecture services.

Motion by Blanchard, second by Lange that the Board of Education of this School District should, and does hereby authorize issuance of a request for letters of interest to qualified architecture firms for purposes of pre-financing needs analysis and possible post-financing design, cost estimating and construction administration of a potential new school facility, and further authorizes, approves, and directs the Superintendent of Schools, or a designee for the School District, to develop and issue said request for letters of interest, in the form as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School District and approved by the Superintendent of Schools. RCV 5-1. Yes: Blanchard, Breikreutz, Gould, Lange, and Matulka. No: Burklund. Motion carried.

Discuss, Consider and Take Necessary Action to approve Policy 5006 and Resolution and Appendix "1" to Policy 5006 that establishes option capacity enrollment

Motion by Breitreutz, second by Burklund to approve Policy 5006-Option Enrollment, Resolution and Appendix "1". RCV 6-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve a summer mowing quote from 5T's Lawn Care for Ceresco and Valparaiso

Motion by Breitreutz, second by Lange to approve the mowing bid from 5T's Lawn Mowing for \$90.00 at Ceresco and \$90.00 at Valparaiso per mowing. RCV 5-1. Yes: Blanchard, Breitreutz, Burklund, Gould, and Lange. No: Matulka. Motion carried.

Approval of Next Regular Board Meeting

Motion by Lange, second by Breitreutz to approve the next regular board meeting for Wednesday, March 16, 2022. RCV 6-0. Motion carried.

Adjournment

Motion by Gould, second by Breitreutz to adjourn the meeting at 7:04 PM. RCV 6-0. Motion carried.

Raymond Central Public Schools Board of Education Regular Meeting

Wednesday, January 12, 2022 at 6:00 PM Central
Raymond Central Jr-Sr High School - Mustang Room
1800 West Agnew Road
Raymond, NE 68428-9783

Present: Matt Blanchard, Cathy Burklund, Dr. Harriet Gould, Bill Lange, Derek Matulka,
Absent: Brad Breitreutz. Also attending were: Lynn Johnson, Superintendent; Allison Stansberry, Secondary Principal; Brian Galheer, Asst Principal/Athletic Director; Amanda Coufal, Special Education Director; Shelly Dostal, Valparaiso Elementary Principal; Ann Egr, Ceresco Elementary Principal; and Jaci Bryce, Student Board Member.

Call to Order and Pledge of Allegiance

President Gould called the meeting to order at 6:00 PM and the Pledge of Allegiance was said.

Annual Organizational Meeting Procedures

Election of Officers

President Gould turned the chairmanship over to Superintendent Johnson. Motion by Blanchard, second by Burklund to elect Harriet Gould as President. RCV 5-0. Motion carried.

Motion by Blanchard, second by Lange to retain all other officers for 2022: Brad Breitreutz-Vice President, Cathy Burklund-Secretary, and Matt Blanchard-Treasurer. RCV 5-0. Motion carried.

Approval of committees and positions

Motion by Blanchard, second by Lange to approve the 2022 Board Committee members as follows: Committee on American Civics: Brad Breitreutz-Chair, Cathy Burklund, Derek Matulka; Transportation Committee: Brad Breitreutz-Chair, Bill Lange, Derek Matulka; Finance Committee: Matt Blanchard-Chair, Brad Breitreutz, Cathy Burklund; Facilities Committee: Matt Blanchard-Chair, Cathy Burklund, Derek Matulka; Negotiations Committee: Matt Blanchard-Chair, Harriet Gould, Bill Lange; Curriculum Committee: Harriet Gould-Chair, Cathy Burklund, Bill Lange; Policy Committee: Harriet Gould-Chair, Bill Lange, Derek Matulka. RCV 5-0. Motion carried.

Discuss, consider, and take necessary action to appoint recording secretary to the BOE

Motion by Matulka, second by Lange to appoint Cheryl Rieck as recording secretary. RCV 5-0. Motion carried.

Discuss, Consider and take necessary action to designate a depository

Motion by Burklund, second by Gould to approve the Resolution designating CerescoBank, Jones Bank, First Northeast Bank of Nebraska, and BOK Financial (Bank of Oklahoma-Lincoln Office) as the 2022 depositories for Raymond Central Public Schools. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve legal counsel

Motion by Burklund, second by Matulka to approve the Resolution designating Perry, Guthery, Haase, & Gessford Law Office, with Justin Knight as lead attorney, to serve as the 2022 general legal counsel for Raymond Central Public Schools with KSB School Law Firm serving specific roles. RCV 5-0. Motion carried.

Discuss, consider and take necessary action to select District newspaper

Motion by Lange, second by Matulka to continue with the Wahoo-Waverly-Ashland Newspaper as our primary newspaper of record for 2022. RCV 5-0. Motion carried.

Motion to Excuse Board Member's Absence

Motion by Burklund, second by Lange to excuse the absence of Brad Breitreutz. RCV 5-0. Motion carried.

Open Meeting Law

The audience was reminded that Open Meeting Laws would be followed.

Consent Agenda

Motion by Matulka, second by Lange to approve the consent agenda as presented including the regular meeting minutes of December 20, 2021; workshop meeting minutes of January 5, 2022; December financial statement; and December monthly bills. RCV 5-0. Motion carried.

Regular Minutes of December

Financial Statement/Report

Monthly Bills

Correspondence/Recognition

Keely Schaffer applied for and obtained a grant that provides us with 200 free chromebooks.

While at the state principal convention, Allison Stansberry won a 6 month free subscription to Reading Plus. The middle level is going to pilot this program during the spring semester.

TeamMates is celebrating 30 years of making a difference! Raymond Central is fortunate to have so many people willing to transform a student's life by being a mentor. When you mentor, you are helping a student realize his/her full potential. Mentors meet with their students during the school day, during the school year once a week for 30 minutes.

At this time, we would like to recognize our TeamMate mentors: Bottorff, Ron; Boyd, Kim; Breikreutz, Brad; Brooks, Deb; Donahue, Karri; Eichmeier, Shirley; Fletcher, Dallas; Fredrickson, Kathy; Hayward, Kathryn; Holley, Tammie; Lange, Chip; Masek, Ronda; Maxwell, Lori; Nelson, Kara; Ohnoutka, Barb; Pat Pittman; Pecka, Alice; Polak, Jen; Ryan, Esther; Sklenar, Marcene; Sophia Custer; Unverferth, Mike; Unverferth, Virginia; Wagner, Diane; Walla, Darrell; White, Ian; Wolfe, Cindi.

Public Forum

Discussion Items

Presentation from First National Capital Markets

First National Capital Markets provided a presentation about the role of a Municipal Advisor to the Board of Education. They have the skills to help school boards in establishing direction for potential building projects and then can also help boards through informational campaigns should the process result in some sort of bond election.

Administrative Reports

Submitted by Allison Stansberry, Jr-Sr High School Principal

I want to start this board report by expressing my sincere gratitude for our staff. Mr. Pester, Ms. Paige, and Mrs. Polak all graciously gave up their regularly scheduled plan to add another section of classes so we can have spaces to put kids in that were initially scheduled for Industrial Tech. Mrs. Polak is teaching a section of Psychology, Ms. Paige is teaching a section of study skills to 8th grade, and Mr. Pester is teaching Weights. Their plan will be during advisory. Mrs. Schaffer is also offering another section of Networking. This has been an incredible help.

Also, as you will see in the professional development section, we have a lot of amazing things going with strong momentum. Our staff is willing to learn and grow collectively and it has been incredible to see them put our work into action. We truly have some of the best here at Raymond Central!

Professional Development - On December 8, we had PLC and had rich discussions as we continue the topic of disciplinary literacy. Our objectives for the day consisted of:

- Defining expectations within our campus goal
- Having an understanding of shifts for teaching reading within the disciplines.

We provided concrete examples of reading within the disciplines. After the PLC PD we broke into PLC's. As I walked around, we got great feedback from staff about how the PD presented to them allowed them to grasp a better understanding of how they can incorporate more reading into their content area. Some of the groups even started revamping their PLC goals.

On January 4, we came back as a staff after winter break and did a few housekeeping things that prepared us for 2nd semester. After that, Brain and I led a PD on Optimizing the use of learning targets throughout a lesson. Our informals and walkthroughs during quarter 2 were focused around this. We first started with accessing prior knowledge which comes from our Teacher Performance Framework. The framework states:

Domain I: Teacher Planning and Preparation - The teacher plans using district and state content standards, district supported curriculum, instructional materials, and strategies, evidence-based resources, data, and community context to address the needs of each student in achieving rigorous learning goals.

Indicator I.a: Standards and Objectives - Designs lessons with clear measurable goals closely aligned with state standards, district curriculum resources, and unit outcomes; and State standards, district curriculum, and lesson goals are aligned, written, visually displayed, and verbally referenced throughout the lesson. We then discussed the learning targets for the PD session. The learning targets were as follows with the activities for each learning target underneath:

- Define definition and characteristics of learning targets.
- Actively read pages 461-462 of The Skillful Teacher using the following note taking symbols to code the text - * interesting; ? question; ! a-ha
- Brainstorm strategies for visually displaying and verbally referencing learning targets throughout each lesson.
 - Modified Frayer Model and Gallery Walk: Teachers created a Modified Frayer Model on large sheets of paper and wrote down their definition and characteristics of learning targets as well as examples of visually referenced and verbally displayed. They then rotated around to other groups and looked at what they came up using the above symbols.
- Develop a plan for visually displaying and verbally referencing learning targets throughout each lesson.
 - Partner Discussion

- Our success criteria was as followed:
- Describe your plan visually displaying learning targets throughout each lesson.
- Describe your plan for verbally referencing learning targets throughout each lesson.
- Identify 1-2 strategies you will need to implement to help remind you to visually display and verbally reference the learning targets throughout the lesson (e.g., set a timer, add a learning target slide throughout the deck, have students write the target in a journal).

We had them fill out a Fast Feedback form with their plans and strategies. The next component of this to ensure that our learning targets are directly tied to the standards. More to come on this.

On January 6, the Jr/Sr High MTSS Core Team composed of Tasha Osten, Brian Gralheer, Caitlin Roussan, Amanda Coufal, and myself met with Kala Peyton from NDE-MTSS to start our implementation rollout. We had a fantastic discussion with action steps to complete prior to our next meeting in March. We will then spend two full days on June 14-15 with our MTSS Core Team as well as our MTSS Leadership Team (which is the same as our Teacher Leadership Team) and will begin the heavy work. After the meeting, we felt like we really were headed in the right direction and were reaffirmed that the work we are currently doing is the right work. We are also working on our MTSS Google Site Page for staff and once we get that up and going I will share screen shots of what it entails. More details to come!

On January 18, our Teacher Leadership Team is heading to Fremont to watch Joe Sanfelippo speak. Dr. Joe Sanfelippo is a Superintendent in Wisconsin. He also has a number of publications, however, the one I have recently read that I thoroughly enjoy is "Hacking Leadership". In this book, he identifies 10 problems with school leadership and provides dynamic, right-now solutions. It is a very easy read.

One of my favorite videos by Joe Sanfelippo: <https://vimeo.com/603238481>; Direct Link to Joe Sanfelippo's 1 Minute Walk 2 Work Videos: <http://www.jsanfelippo.com/leadership-challenge>

Other Happenings: I have been nominated through the ESU2 to be a part of the Learning Acceleration Project through NDE. About the project: Nebraska's Framework for School Renewal and Acceleration calls us to optimize instructional practices leveraging data so our students are equipped to learn, earn, and live the life they envision for themselves once they leave our schools. A vital component of this work is providing learning opportunities that are responsive to teachers, leaders, students, and Nebraska schools' unique needs. To this end, the series aims to leverage the expertise, knowledge, and experiences of Nebraska educators to support learning acceleration.

Over the spring semester, the team will:

- deepen our understanding of the foundations for learning acceleration
- develop a shared vision for learning acceleration in Nebraska
- diagnose existing strengths and gaps
- co-create a scope & sequence for a learning acceleration PL series

Once the project is complete the goal is to train other districts on this project. I will be attending the first two days on January 24th and January 25th in Grand Island.

We have purchased Mastery Prep ACT Curriculum. We will be piloting this program starting next week with approximately 18 students. Students will meet on A Days with Mrs. Winfrey. The hope is to see how the program goes and learn more about it so we can potentially bring it to our sophomores and juniors next year.

We have 4 incredible student teachers joining us this Spring from UNL:

- Jenna Kramer with Andrea Hicks (Special Education)
- Austyn McKee with Jill Huck (ELA)
- Grace Ellis with Carolyn Enevoldsen (ELA)

- Radley Shaw with Andrew Placke (Social Studies)

Austin Anderson graduated in December and left for military training on December 28th. We are so proud of Austin and his commitment and sacrifice. We can't wait to see the amazing things he will accomplish.

We have brought Campus Life to Raymond Central. Campus Life is a positive place where students can go to have fun with friends, talk about relevant issues, and be heard without judgement. It's a place where students are challenged to make good decisions and lead in positive ways in their school. This is for students in grades 6-8. The first event was held on December 16th and there was an overwhelming turnout. Derek Farmer, who is leading the charge, was ecstatic with the number of students that participated and we will be meeting on January 7th to get the next meeting scheduled.

We had SEVEN students accepted into the Wayne Honor Band, plus two as alternates. That means everyone who auditioned either made it in or is an alternate! **Accepted:** High School - Josie Hain - Flute; Josie Lahm - Flute; Rosalie Tvrdy - Clarinet; Armin Barr - Tenor Saxophone; Morgan Lahm - Trumpet; Gareth Mills - Tuba; Junior High - Marissa Tvrdy - Trombone. **Alternates:** High School - Asher Lahm - Baritone Saxophone; Junior High - Lindsey Morris - Trumpet.

Upcoming Events:

- January 17: No school for students (Staff PD)
- January 18: Joe Sanfelippo Speaking at ESU (Teacher Leadership Team Attending)
- January 19: Discovery Ed Training
- January 24-25: Learning Acceleration Project in Grand Island
- January 28: PLC (2 Hour Late Start)

Submitted by Brian Gralheer, Assistant Jr-Sr High School Principal/Athletic Director

2022 is finally here! I hope everyone had a wonderful and safe holiday season. Our students and staff definitely deserved a break. I want to thank our students and staff for their hard work and diligence throughout the first semester. Because of their efforts, we were able to not only keep our doors open, but also keep activities running as smoothly as possible. Our winter sports teams have been experiencing a more "normal" season compared to last year.

- The wrestling team has seen a successful start to the season with a 15-3 dual record and a number of Top 3 Tournament finishes this season. They will be heading to Arlington this Saturday, then will host a Sr Night Quad at home on January 20.
- The girls basketball team sits at 7-5 with recent wins over Arlington and Centennial. Next on the schedule is David City and Ashland-Greenwood.
- The boys basketball team is currently 4-8 with a recent win over Conestoga. Next on the schedule is David City and Ashland-Greenwood.
- The Central Players have competed in 7 tournaments with competition ranging from Class A to Class C2 and have been doing well. They are a small, but mighty team this year. In many of those tournaments, the Players have placed in the top half of the competing schools.

Notable upcoming Events at RC:

- 1/15/22 - 8 AM - Central Players Speech Invitational
- 1/22/22 - 9 AM - Boys and Girls Reserve BB Tournament
- 1/29/22 - 9AM - RC Mustang Wrestling Invitational

Submitted by Amanda Coufal, Director of Special Education

This month, Caitlin Roussan (school psychologist), and myself will be presenting to the MS/HS staff

on Special Education topics such as: purpose of IEP meetings, team member roles, accommodations, strategies, etc. We will hold the same presentation at the elementary schools at a later date.

Rachel Beck, Speech Language Pathologist, has resigned from her position to be closer to her boyfriend as they look towards the future. This was a very hard decision for her as she loves her job, the students, and loves being part of the Raymond Central staff. In a short amount of time, Rachel has been a huge asset to our team. Her expertise, data collection, goal writing, and communication with parents and the team are phenomenal. If/when we hire another SLP, Rachel would be willing to help with that transition process. This would be beneficial for us as a district to provide that opportunity for training. We wish Rachel good luck in her future endeavors!

Submitted by Shelly Dostal, Elementary Principal at Valparaiso/K-5 Curriculum Director

Professional Development - On January 4, elementary teachers participated in professional development led by Mrs. Egr and Mrs. Dostal. The focus was on Domain 1 Teacher Planning and Preparation, Indicator 1.a Standards and Objectives of the Teacher Performance and Evaluation Framework. The teachers also had Wellness Time and work time to wrap up second quarter and get ready for second semester. Elementary teachers will have Professional Development on January 17 as well as PLC group time. We will follow up the Domain I, Indicator 1.a Standards and Objectives, Teach Boost, and discuss teacher responses to FastBridge benchmark assessments. Elementary teachers will work on ELA Standards Updates during the late start on January 26; they will not meet in PLCs.

Assessment - End of quarter assessments were completed prior to break. Second Quarter Report Cards will be sent home on January 14. Winter FASTBridge benchmarking will take place January 19-26.

State Assessment - I have been attending weekly webinars for the statewide assessment system (NSCAS). I trained the elementary proctors and Grades 3-5 completed the pilot Winter NSCAS assessments in December. Grades 6-8 will be assessed in January and I will train teacher proctors next week. Overall, the Winter Pilot NSCAS testing process has gone smoothly. A shout out to Mr. Steve Rose for assisting with the technical side of testing, making sure the Chromebooks are working and the student information is correct in the RC data rosters so the information communicates with the testing platform. Mrs. Stansberry and Ms. Osten are coordinating the ACT assessment and are attending those trainings.

School Improvement - The Elementary School Improvement committee met on January 6 and 11 to refine plans for second semester.

January is National Mentoring Month. The mentoring program founded by Dr. Tom and Nancy Osborne, TeamMates, matches students with caring adults. Mentors and mentees meet once a week during school hours. At the recent January 5 meeting, some data from 2020-21 was shared. RC had 24 matches, up from 11 matches the previous year. Most matches have longevity, with 58% of matches lasting three years or more. In addition, the matches had a positive effect on academics with 69% showing academic improvement. TeamMates would like to thank all of our mentors! A big shout out to RC TeamMates Coordinator, Mrs. Kristine White, who continues to recruit mentors, match students, and facilitate fundraisers to support the program. Please contact Mrs. White at the school for more information about how to become a mentor or go to www.teammates.org

PTO met on January 4 to discuss plans for the second semester. PTO has purchased a special surprise for our grades K-2 students for the 100th day of school.

Other happenings at Valparaiso:

Winter holiday parties and end of second quarter celebrations were held on December 21. It was fun to celebrate the successful first semester with some games, crafts, and physical activities.

To promote learning over the break, a reading challenge calendar was sent home. Students who completed the reading challenge were rewarded with a free book. We had students turn in their completed challenge on the first week back to school. Thank you to Mrs. Shelly Hlavaty and Mrs. Monica Blank for facilitating the reading challenge promotion.

The end of quarter MUSTANG Assembly was held on January 7. We are so proud of our students and staff for meeting goals!

The 100th day of school is quickly approaching. We will plan to celebrate on January 25.

"I Love Public Schools" day is January 19. Staff will be encouraged to wear their "I Public Schools" t-shirts and students are encouraged to wear Raymond Central apparel. Go to [I Love PS 2022](#) to see how you can participate.

Submitted by Ann Egr, Elementary Principal at Ceresco/Special Education Director Elementary

Welcome to 2022! The students were excited to be back and ready to learn. It was nice to see all of them.

MUSTANG Awards: Baylor Gushard, Brooks Lassen, Mason Simpson, Lela Hass, Perrin McMann, Bentley Johnson, Ruby McMann, June Hartshorn, Wyatt Varilek, Elyza O'Malley, and Maci Blank
P.O.P Pass (Positive Office Pass) winners: Thomas Norlen, Anthony Love, Tyler Scheinost, Olivia Shadden, Henry Bower, Cole Simpson, Bentley Johnson, Hannah Hassebrook, and Lela Hass

The second round of FastBridge will be start January 19 and will be completed by January 26. The data is used in conjunction with other assessment tools to evaluate students' reading progress. This data is used to develop appropriate supports and interventions.

Thank-you to the many generous donors for providing food and gifts to our families in the Food Bank Backpack Program and Angel/Giving Trees. The community support is greatly appreciated.

Thank you PTO for sponsoring the annual Holiday Shoppe. It was a huge success! The students love shopping

Report Cards will go home January 14.

The district is currently accepting kindergarten registration for 2022-2023.

The application process for the district preschool is available until March 15 or until all three sections are full.

Preschool currently has 52 students enrolled. The four year old classes are 16 and 18. The three year old section has 18.

The Elementary Campus School Improvement team met on January 6 to plan for second semester inservice days. Members of the team are: Mrs. Johnson, Mrs. Egr, Mrs. Dostal, Ms. Farr, Mrs. Peterson, Mrs. Blank, and Mrs. Hlavaty. The next meeting will be January 11 at 3:30.

Student Board Member Report

Superintendent's Report

ESU#2 has been working with NDE regarding funding in the American Rescue Plan - Homeless Child and Youth (ARP-HCY - 1). This fund provided an unprecedented amount of funding that we have the opportunity to utilize for students. ESU#2 is proposing a collaboration effort where the ESU will help to apply and assist with the management of funds. This is a competitive grant application, which means we may or may not get funded. The funds will be used to provide professional development to your staff and to provide additional Licensed Mental Health Practitioner therapy services. Stay tuned and keep your fingers crossed that our grant is approved.

We were notified by the Nebraska Department of Education (NDE) that we have been selected to receive a desk audit on the federal grants (IDEA, Title, ESSER) for the 2019-20 school year. We are required to submit detailed accounting reports, Time and Effort supporting documents, invoices, employment contracts, etc. Once the department specialist reviews the documentation provided they will hold a Zoom meeting/conference with us to discuss the findings and an official letter outlining the results of the review will be mailed to the district.

In addition to the above-mentioned desk audit, we are also scheduled for an ESEA (Elementary and Secondary Education Act) Monitoring visit this year. We are required to submit documentation that we have met the program standards detailed for our Title programs. Once the documentation is reviewed by the state reviewers, we will meet with them to obtain the results of the monitoring report. Monica Blank and Shelly Hlavaty have organized and uploaded a majority of the documentation and Ann Egr is organizing and submitting the district level program documentation.

Goal 1: Develop a visible presence within the schools, the school community, and state.

Goal 2: Foster a learning environment in which every student has the maximum opportunity to achieve academic excellence.

Goal 3: Develop an understanding of and progression for the implementation of the revised teacher evaluation model.

Goal 4: Continue the development of a 10 year facilities strategic plan for implementation that addresses maintenance and improvements for existing building assets and new construction.

Facilities Report

Gym floors at the elementaries were refinished over holiday break.
Many hard surface floors were refinished over the holiday break.

Review of Technology Plan

Submitted by Keely Schaffer, Technology Director

Chromebooks are in for the 2022-2023 school year. We are working to unbox and process them.

Staff computers for 2022-2023 have arrived! We have started to inventory them and set them up.

Report from Kidwell said that one of the Cameras is in, we are just waiting on 2 more. The lead time is still sometime around the end of the month.

We were approved for Emergency Connectivity Funds for 200 Chromebooks. Valued at over \$75,000. This will allow us to replace the oldest Chromebooks in the district which were purchased in 2017.

Website Updates-Added December Lunch Menu; Added November newsletter; Worked on Staff Directory - In Progress; Edit the old "Staff" page under each school and transition to the [Staff Directory](#); Played around and sent out app push notifications; I have been working on a Raymond Central Website How to Guide for when I am on leave.

Board Committee Reports

Committee on American Civics (Breitkreutz-chair, Burklund, Matulka)

Transportation Committee (Breitkreutz-chair, Lange, Matulka)

Finance Committee (Blanchard-chair, Breitkreutz, Burklund)

Facilities Committee (Blanchard-chair, Burklund, Matulka)

Negotiations Committee (Blanchard-chair, Gould, Lange)

Curriculum Committee (Gould-chair, Burklund, Lange)

Policy Committee (Gould-chair, Lange, Matulka)

NASB Monthly Update

Review Public Forum Presentation(s) - Consider, discuss, and take necessary action

Action Items

Discuss, Consider and Take Necessary Action to Engage First National Capital Markets to assist with future facility planning

Motion by Blanchard, second by Lange to engage First National Capital Markets to assist with future facility planning. RCV 4-1. Yes: Blanchard, Gould, Lange, Matulka; No: Burklund. Motion carried.

Motion by Gould, second by Matulka to appoint Superintendent Johnson and the Facilities Committee to work with First National Capital Markets to organize and plan meetings with patron groups. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to Approve Staff Appointments

Motion by Burklund, second by Matulka to approve Kim Matthews as Jr-Sr High School Cook (4 hr/day) and Van Driver (2 hr/day). RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve substitute teachers

Motion by Lange, second by Burklund to approve John Aylward; Grace Ellis (Student Teacher with Carolyn Enevoldsen); Austyn McKee (Student Teacher with Jill Huck); Jenna Kramer (Student Teacher with Andrea Hicks); and Radley Shaw (Student Teacher with Andrew Placke) as substitute teachers. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the 2022-23 Classified Staff Salary Schedule and Raises

Motion by Lange, second by Burklund to increase the wages of custodial/maintenance, office staff, on-site paraeducators and cafeteria staff by \$1.00/hr and to increase bus route pay to \$24.75/hr for the 2022-23 school year and to apply that raise retroactively to the hours obtained from January 1, 2022 in this school year. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to Approve the 12-month Employee Salaries for 2022-23

Motion by Burklund, second by Lange to approve 12 month employee salaries for the 2022-23 school year as presented. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the 2022-23 Nurse Salary

Motion by Burklund, second by Gould to approve the 2022-23 Nurse salary adding three additional days to her contract. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve administrator salaries for 2022-23

Motion by Lange, second by Blanchard to approve administrator salaries as presented for 2022-23. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve appointment of foundation members

Motion by Matulka, second by Gould to appoint Miranda Kliment and Lynne Nelson to the Raymond Central Educational Foundation Board serving 3 year terms - 2022, 2023, 2024. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the 2022-2023 Calendar.

The 2022-23 school calendar was tabled until the February meeting.

Discuss, Consider and Take Necessary action to approve the next regular board meeting

Motion by Matulka, second by Lange to approve the next regular board meeting on Wednesday, February 16, 2022. RCV 5-0. Motion carried.

Executive Session

Motion by Matulka, second by Blanchard to enter Executive Session at 7:28 PM to protect the public interest in the discussion of the Superintendent contract. RCV 5-0. Motion carried.

Return to Regular Session

Return to regular session at 7:43 PM. The Raymond Central Board of Education approves the proposed 2022-23 Superintendent Contract and instructed the Superintendent Pay Transparency Notice to be posted on the school website.

Discuss and Consider the Superintendent's Contract for 2022-23

Adjournment

Motion by Matulka, second by Lange to adjourn the meeting at 7:45 PM. RCV 5-0. Motion carried.

Important upcoming dates

Raymond Central Public Schools Board of Education Workshop - Patron Committee Meeting

Thursday, February 10, 2022 at 6:30 PM Central

Raymond Central Jr/Sr High School - Auxilliary Gym

1800 West Agnew Road

Raymond, NE 68428-9783

Present: Matt Blanchard, Brad Breitzkreutz, Cathy Burklund, Dr. Harriet Gould, Bill Lange, Derek Matulka. Also attending were: Lynn Johnson, Superintendent; Allison Stansberry, Secondary Principal; Brian Gralheer, Asst Principal/Athletic Director; Amanda Coufal, Special Education Director; Shelly Dostal, Valparaiso Elementary Principal; Ann Egr, Ceresco Elementary Principal; and approximately 51 invited patrons.

Call to Order and Pledge of Allegiance

President Gould called the meeting to order at 6:00 PM and the Pledge of Allegiance was said.

Open Meeting Law

The audience was reminded that Open Meeting Laws would be followed.

Discussion Items

Presentation by Superintendent to Patron Committee regarding Strategic Plan and Feasibility Study

Superintendent Lynn Johnson provided a review of Raymond Central Public Schools current reality using a powerpoint presentation.

Presentation by FNCM on budgeting and financing options for facility improvements and/or facility projects

Tobin Buchanan, First National Capital Markets, presented information on funding options for larger capital improvement projects. The attendee's submitted questions and requests for additional information.

Adjournment

The Workshop was adjourned at 8:05 PM.

**RAYMOND CENTRAL PUBLIC SCHOOLS
 FINANCIAL REPORT TO THE BOARD OF EDUCATION
 POOLED CASH - BANK RECONCILIATION
 January 31, 2022**

	1/1/2022 Thru 1/31/2022	1/1/2021 Thru 1/31/2021
Bank Balance - Beginning of month	\$1,070,249.83	\$1,651,710.02
Deposits	\$1,802,617.45	\$1,026,351.44
Interest	\$162.70	\$228.92
Less Debits	<u>-\$849,647.68</u>	<u>-\$735,585.55</u>
Bank Balance - End of Month	\$2,023,382.30	\$1,942,704.83
Plus Outstanding Deposits	\$0.00	\$0.00
Less Outstanding Checks	<u>-\$167,151.03</u>	<u>-\$199,646.08</u>
Book Balance - End of month	<u>\$1,856,231.27</u>	<u>\$1,743,058.75</u>

**RAYMOND CENTRAL PUBLIC SCHOOL
FINANCIAL STATEMENT FEBRUARY 1, 2022**

GENERAL FUND

Cash Balance - Jan. 1, 2022		\$863,381.66
Jan. Receipts		1,802,617.45
Jan. Interest Earned		<u>162.70</u>
	Total	\$2,666,161.81
Jan. Disbursements		<u>-809,930.54</u>
	Cash Balance - Jan. 31, 2022	1,856,231.27

LUNCH FUND

Cash Balance - Jan. 1, 2022		\$205,275.79
Jan. Receipts		5,821.71
Jan. Interest Earned		<u>11.51</u>
	Total	211,109.01
Jan. Disbursements		<u>-37,505.81</u>
	Cash Balance - Jan. 31, 2022	\$173,603.20

BUILDING/SINKING FUND

Cash Balance - Jan. 1, 2022		1,195,961.05
Jan. Receipts		81,859.08
Jan. Interest Earned		<u>121.45</u>
	Total	1,277,941.58
Jan. Disbursements		<u>-87,564.58</u>
	Cash Balance - Jan. 31, 2022	\$1,190,377.00
Certificate of Deposit + Interest		<u>\$558,373.39</u>
	Combined Balance - Jan. 31, 2022	\$1,748,750.39

HIGH SCHOOL BOND FUND

Cash Balance - Jan. 1, 2022		264,198.44
Jan. Receipts		36,201.37
Jan. Interest Earned		<u>36.34</u>
	Total	300,436.15
Jan. Disbursements		<u>0.00</u>
	Cash Balance - Jan. 31, 2022	\$300,436.15

DEPRECIATION FUND

Cash Balance - Jan. 1, 2022		\$1,062,169.98
Jan. Receipts		0.00
Jan. Interest Earned		<u>263.21</u>
	Total	\$1,062,433.19
Jan. Disbursements		<u>47,500.00</u>
	Cash Balance - Jan. 31, 2022	\$1,014,933.19
Certificate of Deposit + Interest		<u>\$627,022.42</u>
	Combined Balance - Jan. 31, 2022	\$1,641,955.61

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

Cash Balance - Jan. 1, 2022		10,475.59
Jan. Receipts		\$0.00
Jan. Interest Earned		<u>0.71</u>
	Total	\$10,476.30
Jan. Disbursements		<u>\$0.00</u>
	Cash Balance - Jan. 31, 2022	\$10,476.30

EMPLOYEE BENEFIT FUND - UNEMPLOYMENT

Cash Balance - Jan. 1, 2022		34,992.71
Jan. Receipts		0.00
Jan. Interest Earned		<u>2.97</u>
	Total	\$34,995.68
Jan. Disbursements		<u>\$0.00</u>
	Cash Balance - Jan. 31, 2022	\$34,995.68
Certificate of Deposit + Interest		<u>\$16,122.19</u>
	Combined Balance - Jan. 31, 2022	\$51,117.87

TAXES - 2021-2022

Requested Amount of Taxes	\$7,705,208.00	
Taxes Received	<u>\$2,236,594.80</u>	
Balance	\$5,468,613.20	1/31/22: 29.03% Received

**RAYMOND CENTRAL PUBLIC SCHOOLS
GENERAL FUND RECEIPTS AND DISBURSEMENTS - JANUARY 2022**

JANUARY 1, 2022 BOOK BALANCE		863,381.66
LANCASTER COUNTY TREASURER		
TAXES		356,246.39
MOTOR VEHICLE TAXES		28,028.81
FINES & FEES		1,204.41
PERSONAL PROPERTY TAX CREDIT		10,787.93
MOTOR VEHICLE PRO RATE		2,382.91
SAUNDERS COUNTY TREASURER		
TAXES		532,361.28
MOTOR VEHICLE TAXES		19,876.16
FINES & FEES		888.07
HOMESTEAD EXEMPTION		
SEWARD COUNTY TREASURER		
TAXES		16,986.22
MOTOR VEHICLE TAXES		93.22
FINES & FEES		73.41
MOTOR VEHICLE PRO RATE		57.97
BUTLER COUNTY TREASURER		
TAXES		4,206.19
FINES & FEES		14.71
MOTOR VEHICLE PRO RATE		3.99
STATE OF NEBRASKA		
STATE AID		93,911.00
SPED SCHOOL AGE		68,769.00
ESSERS 2		157,781.00
ESSERS 3		354,602.00
NON REVENUE RECEIPTS		
Insurance Premium Payt M Gerdes		1,232.47
US Fed. Court Jury Duty Payment		271.24
INSURANCE		
EMC-Lightning Strike Claim Payt #4/4		4,336.00
PRE-SCHOOL FEES		
Tuition Paid by Parents		2,030.00
RCPS HOT LUNCH FUND		
JANUARY Expenses		14,458.49
FUND TRANSFER DEPRECIATION FUND		
HVAC Replacement Reimbursement		47,500.00
FUND TRANSFER BUILDING FUND		
PreK Portable Construction Reimbursement		84,514.58
JONES BANK		
JANUARY General Fund Interest		162.70
	TOTAL JUNE RECEIPTS	1,802,780.15
	TOTAL RECEIPTS	2,666,161.81
	JUNE DISBURSEMENTS	809,930.54
FEBRUARY 1, 2022 BOOK BALANCE		1,856,231.27

JANUARY 2022	Percent of Year Completed		41.67%			
2021-2022 RECEIPTS		M-T-D	Y-T-D	Y-T-D	Year To Date	Year To Date
ACCOUNT	ANTICIPATED	RECEIVED	RECEIVED	RECEIVED	% Received	% Received
	2021-2022	2021-2022	2021-2022	2020-2021	2021-2022	2020-2021
Property Taxes	\$7,705,208.00	\$909,800.08	\$2,239,044.46	\$2,357,126.49	29.06%	31.57%
Motor Vehicle Tax	\$450,000.00	\$47,998.19	\$218,619.28	\$231,261.89	48.58%	47.22%
Public Power Tax (5% Gross)	\$40,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Carline Taxes	\$3,000.00	\$0.00	\$1,078.82	\$5,634.17	35.96%	160.98%
Other Tuition	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Interest	\$10,000.00	\$162.70	997.80	\$2,228.67	9.98%	21.85%
Local License Fees	\$1,200.00	\$0.00	\$600.00	\$1,580.00	50.00%	79.00%
Other Local Receipts(Pre-School)	\$5,000.00	\$2,030.00	7,940.40	\$6,396.25	158.81%	71.07%
Fines & License Fees	\$40,000.00	\$2,180.60	\$12,462.11	\$17,174.38	31.16%	38.17%
ESU Receipts	\$0.00	\$0.00	\$0.00	\$67.50	0.00%	0.00%
State Aid	\$939,105.00	\$93,911.00	\$469,555.00	\$190,679.00	50.00%	50.89%
Special Education	\$400,000.00	\$68,769.00	144,347.00	\$192,570.00	36.09%	55.02%
Special Education Transportation	\$15,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Homestead Exemption	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Payments for High Ability Learners	\$6,221.00	\$0.00	\$6,041.00	\$6,613.00	97.11%	106.30%
Pro-Rate Motor Vehicles	\$15,000.00	\$2,444.87	\$5,107.29	\$6,175.50	34.05%	36.33%
State Apportionment	\$131,250.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Relief to Property Tax Payers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Other State Receipts	\$45,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Personal Property Tax Credit	\$0.00	\$10,787.93	20,178.57	\$95,087.40	0.00%	0.00%
Title I Funds	\$45,000.00	\$0.00	\$41,010.00	\$17,731.94	91.13%	40.36%
Title II, Part A ESSA (NCLB)	\$0.00	\$0.00	\$0.00	\$12,970.00	0.00%	99.97%
Other Federal Receipts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
SPED IDEA Grant	\$100,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Private Grants	\$18,000.00	\$0.00	\$2,500.00	\$3,000.00	13.89%	0.00%
Carl Perkins	\$4,000.00	\$0.00	\$325.00	\$0.00	8.13%	0.00%
Other Non-Revenue Receipts	\$0.00	\$1,503.71	10,960.11	\$160.88	0.00%	0.00%
Ag Land Property Credit	\$0.00	\$0.00	\$0.00	\$32.59	0.00%	0.00%
ESSER (COVID-19) Funds	\$0.00	\$512,383.00	512,383.00	\$0.00	0.00%	0.00%
Sale of Property	\$0.00	\$0.00	\$0.00	\$6,825.00	0.00%	0.00%
MIPS-Medicaid in Public Schools	\$3,800.00	\$0.00	\$1,598.66	\$0.00	0.00%	0.00%
Transfer from Other Fund/ Imprest	\$0.00	\$132,014.58	132,014.58	\$0.00	0.00%	0.00%
Insurance Adjustments	\$0.00	\$4,336.00	29,887.54	\$0.00	0.00%	0.00%
TOTAL	\$9,976,784.00	\$1,788,321.66	\$3,856,650.62	\$3,153,314.66	38.66%	34.17%
2021-2022 DISBUREMENTS		M-T-D	Y-T-D	Y-T-D	Year To Date	Year To Date
CATEGORY	BUDGET	DISBURSED	DISBURSED	DISBURSED	% Disbursed	% Disbursed
	2021-2022	2021-2022	2021-2022	2020-2021	2021-2022	2020-2021
Instructional Services	\$4,639,698.00	\$356,152.58	\$1,803,674.88	\$1,730,587.40	38.87%	36.87%
Special Education	\$1,798,586.00	\$132,602.65	681,482.96	\$547,950.34	37.89%	30.92%
Guidance	\$199,432.00	\$16,733.66	84,736.70	94,169.37	42.49%	42.12%
School Health Nurse	\$92,450.00	\$6,949.76	33,664.86	27,370.65	36.41%	42.22%
Safety & Security	\$26,000.00	\$0.00	\$26,010.16	\$10,165.68	100.04%	46.21%
Activities	\$56,000.00	\$5,724.26	\$39,872.77	\$28,438.13	71.20%	22.72%
Media, Audio Visual, Technology	\$746,529.00	\$70,028.61	\$348,237.41	\$343,349.65	46.65%	63.04%
General Administration	\$448,365.00	\$36,518.49	\$161,152.03	\$167,007.35	35.94%	33.20%
School Administration	\$557,490.00	\$49,483.75	275,628.99	222,097.05	49.44%	37.23%
Business	\$69,432.00	\$3,624.53	29,164.36	37,801.24	42.00%	13.50%
Operation of Plant	\$644,564.00	\$55,446.86	252,086.58	208,452.70	39.11%	25.80%
Maintenance of Plant	\$548,642.00	\$20,835.68	232,710.93	206,964.96	42.42%	33.45%
Pupil Transportation	\$521,500.00	\$32,247.50	\$105,014.22	84,091.39	20.14%	14.04%
Grants Includes Covid Expenses/ESSRS	\$344,684.00	\$9,312.95	\$96,352.12	\$82,500.28	27.95%	161.77%
Cash Reserves	\$755,921.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Transfers	\$75,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
TOTAL	\$11,524,293.00	\$795,661.28	\$4,169,788.97	\$3,790,946.19	36.18%	34.74%

COMPARISON OF MONTHLY TAXES RECEIVED

Month	2017-2018	0.00%	2018-2019	0.00%	2019-2020	0.00%	2020-2021	0.00%	2021-2022	0.00%
September	1,120,568.19	16.54%	1,170,806.38	16.70%	1,260,760.01	17.15%	1,293,582.25	17.33%	1,053,351.40	13.67%
October	175,012.06		190,594.78		208,036.17		152,337.10		183,817.80	
November	1,295,580.25	19.12%	1,361,401.16	19.42%	1,468,796.18	19.98%	1,445,919.35	19.37%	1,237,169.20	16.06%
December	68,294.15		59,110.39		66,613.72		69,360.57		35,796.78	
January	1,363,874.40	20.13%	1,420,511.55	20.26%	1,535,409.90	20.89%	1,515,279.92	20.29%	1,272,965.98	16.52%
February	45,264.88		52,730.14		57,161.20		42,518.48		53,828.74	
March	1,409,139.28	20.80%	1,473,241.69	21.01%	1,592,571.10	21.67%	1,557,798.40	20.86%	1,326,794.72	17.22%
April	808,717.01		741,025.47		453,120.85		799,328.09		909,800.08	
May	2,217,856.29	32.74%	2,214,267.16	31.58%	2,045,691.95	27.83%	2,357,126.49	31.57%	2,236,594.80	29.03%
June	557,902.77		414,098.03		647,369.02		361,555.66			
July	2,775,759.06	40.97%	2,628,365.19	37.49%	2,693,060.97	36.64%	2,718,682.15	36.41%	2,236,594.80	29.03%
August	129,176.49		138,689.69		143,993.36		167,995.83		2,236,594.80	29.03%
Total for YTD	2,904,935.55	42.88%	2,767,054.88	39.47%	2,837,054.33	38.60%	2,886,677.98	38.66%	2,236,594.80	29.03%
	1,014,354.92		1,098,725.96		1,240,829.27		1,330,751.05			
	3,919,290.47	57.85%	3,865,780.84	55.14%	4,077,883.60	55.48%	4,217,429.03	56.49%	2,236,594.80	29.03%
	1,463,512.53		1,574,164.23		1,498,524.29		1,514,563.86			
	5,382,803.00	79.45%	5,439,945.07	77.59%	5,576,407.89	75.87%	5,731,992.89	76.77%	2,236,594.80	29.03%
	174,835.80		208,173.85		227,328.03		163,221.74			
	5,557,638.80	82.03%	5,648,118.92	80.56%	5,803,735.92	78.96%	5,895,214.63	78.96%	2,236,594.80	29.03%
	85,680.16		77,911.62		75,030.69		133,684.23			
	5,643,318.96	83.30%	5,726,030.54	81.67%	5,878,766.61	79.98%	6,028,898.86	80.75%	2,236,594.80	29.03%
	883,613.76		947,773.70		998,702.71		1,043,646.65			
	6,526,932.72	96.34%	6,673,804.24	95.19%	6,877,469.32	93.57%	7,072,545.51	94.73%	2,236,594.80	29.03%
	6,526,932.72	96.34%	6,673,804.24	95.19%	6,877,469.32	93.57%	7,072,545.51	94.73%	2,236,594.80	29.03%

COMPARISON OF TAXES REQUESTED TO TAXES RECEIVED

	2016-2017	2017-2018	2019-2020	2020-2021	2021-2022
Taxes Requested	6,774,800.00	7,010,940.00	7,350,000.00	7,466,374.00	\$7,705,208.00
Taxes Received	6,526,932.72	6,673,804.24	6,877,469.32	7,072,545.51	2,236,594.80
Difference	247,867.28	337,135.76	472,530.68	393,828.49	5,468,613.20
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RAYMOND CENTRAL PUBLIC SCHOOLS
Student Activities Account Balances - January 2022

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Balance</u>
Class of 2028 Field Trips V	577.14	0.00	0.00	577.14
Class of 2029 Field Trip Funds V	348.12	0.00	0.00	348.12
Class 2030 Field Trip Funds V	338.19	0.00	0.00	338.19
Class 2031 Field Trip Funds V	298.49	0.00	0.00	298.49
Class 2032 Field Trip Funds V	308.42	0.00	0.00	308.42
Class 2033 Field Trip Funds 2033	358.03	0.00	0.00	358.03
APEX	369.05	0.00	0.00	369.05
ART CLUB	100.00	0.00	0.00	100.00
Service Fees (Activity Acct)	719.53	68.29	44.95	742.87
Class 2021	0.00	0.00	0.00	0.00
Class 2022	1,059.63	30.00	0.00	1,089.63
Class 2023	1,835.79	0.00	0.00	1,835.79
Class 2024	264.96	377.94	0.00	642.90
Class 2025	0.00	91.78	0.00	91.78
Class of 2027	1,863.49	0.00	0.00	1,863.49
Class 2028 Field Trip Funds C	278.64	0.00	0.00	278.64
Class 2029 Field Trip Funds C	227.98	0.00	0.00	227.98
Class 2030 Field Trip Funds C	348.12	0.00	0.00	348.12
Class 2031 Field Trip Funds C	487.82	0.00	0.00	487.82
Class 2032 Field Trip Funds C	328.27	0.00	0.00	328.27
Class 2033 Field Trip Funds C	318.34	0.00	0.00	318.34
Athletics	173,747.37	15,298.16	7,856.16	181,189.37
Boys BB	3,265.84	0.00	1,343.39	1,922.45
Cross Country	1,367.72	0.00	0.00	1,367.72
Baseball	850.90	0.00	0.00	850.90
Football	3,934.53	0.00	323.80	3,610.73
Girls BB	2,566.39	300.00	0.00	2,866.39
Golf Activity	1,068.91	0.00	0.00	1,068.91
Softball	3,808.72	198.70	0.00	4,007.42
Track	1,052.90	0.00	0.00	1,052.90
VolleyBall	2,963.94	0.00	0.00	2,963.94
Weight Room	0.00	0.00	0.00	0.00
Wrestling	6,314.84	237.00	1,264.90	5,286.94
Spanish Club	1,042.85	418.35	0.00	1,461.20
Life Skills	2.41	0.00	0.00	2.41
Ceresco Book Fair	87.75	0.00	0.00	87.75
Ceresco Box Tops	392.49	0.00	0.00	392.49
Ceresco Field Trips	2,994.32	0.00	0.00	2,994.32
Ceresco Playground	1,462.75	0.00	0.00	1,462.75
Ceresco Pop	(8.71)	17.94	0.00	9.23
Elem Fines	516.05	0.00	0.00	516.05
Elem PE	2,167.50	0.00	0.00	2,167.50
Elem Pictures	3,006.11	0.00	0.00	3,006.11
Elem Prof Development	2,252.44	0.00	0.00	2,252.44
Elem Reading Promotion	548.06	0.00	0.00	548.06
Elem Student Council	483.85	0.00	0.00	483.85
JH Boys BB	15.31	0.00	0.00	15.31
JH Football	139.84	0.00	0.00	139.84
JH Girls BB	67.68	0.00	0.00	67.68
JH Student Council	1,273.51	0.00	0.00	1,273.51

JH Track	551.94	0.00	0.00	551.94
JH Volleyball	1,015.38	0.00	0.00	1,015.38
Computer	8,402.91	75.00	0.00	8,477.91
HS Pop	244.75	63.87	86.26	222.36
HS Caring Shelves	4,426.76	20.00	351.07	4,095.69
AP Funds	31,965.21	0.00	4,262.47	27,702.74
Fines	1,590.58	0.00	0.00	1,590.58
HAL	59.66	0.00	0.00	59.66
Hot Lunch	347.63	0.00	0.00	347.63
Pre-Kindergarten	4,713.81	0.00	0.00	4,713.81
PTO	873.78	171.60	0.00	1,045.38
Restitution	0.00	0.00	0.00	0.00
Staff Inservice	854.92	0.00	0.00	854.92
Testing	4,635.23	0.00	0.00	4,635.23
TFK - Ceresco	1,250.92	0.00	0.00	1,250.92
TFK - Valparaiso	4,150.62	0.00	0.00	4,150.62
Val Book Fair	9,559.51	0.00	0.00	9,559.51
Val Box Tops	3,232.89	30.20	0.00	3,263.09
Val Field Trips	6,022.24	0.00	0.00	6,022.24
Val In-Service	3,214.81	0.00	0.00	3,214.81
Val Movie Night	3,310.84	0.00	0.00	3,310.84
Val Office Book Fund	953.25	0.00	0.00	953.25
Culinary Snack Cart	1,245.57	0.00	0.00	1,245.57
Val Pop	1,082.47	0.00	0.00	1,082.47
College Access Grant	1,791.89	0.00	0.00	1,791.89
Annual	8,626.41	1,020.00	0.00	9,646.41
Band	1,066.50	263.00	160.00	1,169.50
Band Trip	10,669.76	0.00	0.00	10,669.76
Cheerleaders	3,717.52	300.00	493.77	3,523.75
Choir	14,229.02	0.00	0.00	14,229.02
DI	4,614.68	0.00	0.00	4,614.68
Drama Act	2,312.27	0.00	0.00	2,312.27
Drill Team	797.83	342.21	471.46	668.58
FBLA Act	6,314.66	0.00	135.00	6,179.66
FFA Act	19,618.54	206.00	0.00	19,824.54
'Stang Gang Student Section	15.98	0.00	0.00	15.98
JR Achievements	629.57	0.00	0.00	629.57
Kindness Acct	12,434.56	0.00	0.00	12,434.56
Library	2,410.52	21.00	0.00	2,431.52
Mock Trial	380.96	0.00	0.00	380.96
National Honor Society	474.47	0.00	0.00	474.47
Rain Garden	459.50	0.00	0.00	459.50
RC PACTS	176.16	0.00	0.00	176.16
SADD	61.17	0.00	0.00	61.17
Social Justice	194.12	0.00	0.00	194.12
Speech	4,637.98	4,973.79	1,747.84	7,863.93
Student Council	4,247.23	40.82	0.00	4,288.05
Tonettes	159.86	0.00	0.00	159.86
Concessions	23,438.12	0.00	0.00	23,438.12
RC Concessions	6,717.58	6,120.75	3,686.34	9,151.99
Student Pop	652.35	149.88	0.00	802.23
Professional Development	20,885.48	0.00	0.00	20,885.48

RAYMOND CENTRAL PUBLIC SCHOOLS
Student Fees Account Balances -January 2022

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Expenses</u>	<u>Balance</u>
Activity Pass	605.00	0.00	0.00	605.00
Service Fees (Student Fees)	65.74	10.48	6.34	69.88
Ag-Ed Labs	2,646.04	185.00	0.00	2,831.04
Art Class	642.20	25.00	73.00	594.20
Band Dry Cleaning	418.72	0.00	0.00	418.72
Band Repair/Rental	1,587.32	0.00	0.00	1,587.32
Choir Dry Cleaning	433.10	0.00	0.00	433.10
Chromebooks	6,454.55	245.00	4,878.00	1,821.55
Computer Science	320.00	10.00	0.00	330.00
Drama	396.00	0.00	4.36	391.64
FBLA	1,801.93	0.00	0.00	1,801.93
FFA	977.50	0.00	184.92	792.58
Foods Class	2,404.51	275.00	0.00	2,679.51
Mock Trial	450.01	0.00	0.00	450.01
NFL	15.00	0.00	0.00	15.00
Skills USA	1,925.95	0.00	0.00	1,925.95
Speech	(514.79)	0.00	0.00	(514.79)
Sports Fees	13,445.22	120.00	0.00	13,565.22
Tech Ed	3,486.08	165.00	0.00	3,651.08

RAYMOND CENTRAL PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING FEBRUARY 16, 2022

General Fund - Report of Bills Paid January 2022

<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1 01/07/2022	Becky Studebaker	Electricity Reimbursement, Bus Washing	50.00
2 01/07/2022	Brad Breitreutz	Electricity Reimbursement, Bus Washing	70.00
3 01/07/2022	Brian Gralheer	Mileage Reimbursement	165.20
4 01/07/2022	Coufal, Amanda	Mileage Reimbursement	86.80
5 01/07/2022	Donald R. Prentice	Extermination Service	190.00
6 01/07/2022	Doty, Marita	SLP Services at North Am Martyrs School	875.60
7 01/07/2022	Elstun, Jeff	Mileage Reimbursement	44.80
8 01/07/2022	Jordan Luke	Mileage Reimbursement	52.64
9 01/07/2022	Leann Wiese	Bus Washing, Electricity-Bus	70.00
10 01/07/2022	Leann Wiese	Activity Work	45.00
11 01/07/2022	Matt Smith	Bus Washing, Electricity-Bus	70.00
12 01/07/2022	Otte Oil & Propane Inc.	Propane HS, Bus Fuel	11,898.11
13 01/07/2022	RevTrak	Revtrack Service Fee	2.17
14 01/07/2022	U. S. Bank Equipment Finance	Photo Copiers Lease	4,165.10
15 01/12/2022	ASI	Payflex Admin Fees	50.00
16 01/12/2022	Brooke L. Cheleen	Dec 2021 SPED Therapy (PT)	1,473.70
17 01/12/2022	CDW Government	2022 eRate Fortinet	5,971.59
18 01/12/2022	CHLOE HIGGINS	Judging fees for SE Speech Tournament	60.00
19 01/12/2022	College of Business, University of Nebraska	Econ class supply	100.00
20 01/12/2022	Electronic Contracting Company	Service Calls C, HS	517.50
21 01/12/2022	Ellis, Grace	Speech Judging Fees for Millard North	60.00
22 01/12/2022	Family Services	Therapy Services HS Fall 2021	2,299.00
23 01/12/2022	FES	Website Hosting Annual Fee	2,000.00
24 01/12/2022	Frontier Cooperative Company	Bus Fuel	15,877.32
25 01/12/2022	Hain, Haley	Speech Judging Fees	60.00
26 01/12/2022	Heggerty	Bridge the Gap Intervention Lessons	119.98
27 01/12/2022	Home Depot Pro	Grounds Supplies HS	49.83
28 01/12/2022	Intermedia.net, INC	Phone Service	208.57
29 01/12/2022	Jackson Services Inc.	Mats/Mops	183.24
30 01/12/2022	Jackson, Matthew	Speech Judging Fees for Millard North	60.00
31 01/12/2022	Johnstone Supply	Building Maint Supplies C	272.14
32 01/12/2022	Judah Caster Co	Building Maint Supplies	9.00
33 01/12/2022	Lincoln Journal Star Advertising	Publications	15.18
34 01/12/2022	Matheson Tri-Gas Inc.	Welding Tank Rental	46.58
35 01/12/2022	McFarling, Andrea	Speech Judging Fees for Millard North	60.00
36 01/12/2022	Menards Lincoln	Building Maint C	99.72
37 01/12/2022	Nasco Education	Sketchbooks HS Art Supplies	149.95
38 01/12/2022	National Time & Signal	3 Wall Clocks C	604.92
39 01/12/2022	Nebraska/Central Equipment, Inc	Repair Gas Gauge, Window Leak, 19A	1,458.38
40 01/12/2022	Nelson Gas & Oil Co.	Oil, Filters, Headlight - Buses	304.08
41 01/12/2022	Oak Valley Lumber Co	Building Maint Supplies	225.78
42 01/12/2022	Omaha Public Power Dist	Electricity C	2,364.51
43 01/12/2022	Perry Guthery Haase & Gessford P.C.	Legal Services	2,143.50
44 01/12/2022	Platteview HS	Entry fee	150.00
45 01/12/2022	Ralston Public School	SPED - Hearing Impaired 1st Quarter	2,690.15
46 01/12/2022	Sarah McClure	Interpreter Services	180.00
47 01/12/2022	Schaefer's Inc	Washer/Dryer SPED HS	1,607.00
48 01/12/2022	Shepard Floors	Gym Floor Refinishing HS	2,700.00
49 01/12/2022	SPARQDATA Solutions	Sparq Mtg Subscrip/Software	4,020.00
50 01/12/2022	Striv AV, LLC	Chromebooks for 2022-2023 School Year	31,425.00
51 01/12/2022	Traci Hummel	Series of SEL books	228.91
52 01/12/2022	Village Of Ceresco	Utilities C	312.55
53 01/12/2022	Village Of Valparaiso	Utilities V	183.17
54 01/12/2022	Waste Connections Co	Garbage HS, V	511.75
55 01/12/2022	Waverly High School	Entry Fee Wrestling	120.00

56	01/12/2022	Wilber Clatonia Public Schools	Entry Fee Wrestling	125.00
57	01/12/2022	William V. MacGill & Co	Health Office supplies for all schools	157.30
58	01/12/2022	Wood River HS	Entry Fee Wrestling	100.00
59	01/12/2022	York High School	Entry Fee Wrestling	90.00
60	01/14/2022	Butler Public Power District	Electricity V	3,438.39
61	01/14/2022	Comfortechs	4 Service Calls Sept - Jan V	3,123.01
62	01/14/2022	General Fire And Safety	Fire Alarm Inspections V, HS	1,425.54
63	01/14/2022	Kiner Supply Company	Maintenance/Plumbing Supplies HS	1,119.97
64	01/14/2022	Nebraska Association of School Boards	State BOE Meeting Fees, Supt Eval	1,759.00
65	01/14/2022	Norris Public Power	Electricity HS	8,777.64
66	01/14/2022	Pearson	Psych. and SLP Tests	99.00
67	01/14/2022	Shelly Dostal	Reimb. Books Prof Dev V	139.23
68	01/14/2022	Voss Lighting	Lightbulbs	736.68
69	01/14/2022	Windstream	Faxes	372.51
70	01/20/2022	Raymond Central Dist # 161	Payroll	652,840.95
71	01/20/2022	Aqua Systems	Water Filters HS, V	506.60
72	01/20/2022	J.W. Pepper	Jazz band music for pops concert	101.99
73	01/20/2022	J.W. Pepper	HS Band Sheet Music	75.00
74	01/20/2022	J.W. Pepper	Amazing Grace Scores- Band	21.00
75	01/20/2022	Johnson, Lynn	Mileage Reimbursement	839.39
76	01/20/2022	Kidwell	Install Cables for Cameras HS Gym	886.60
77	01/20/2022	RC Annual	Annual for Superintendent's Office	50.00
78	01/20/2022	Sam's Club MC/SYNCB	Gatorade Replenishment	148.68
79	01/20/2022	School Specialty	Materials for 5th Grade Classroom V	322.88
80	01/20/2022	Svehla, Ben	Reimbursement: Business Class Supplies	173.00
81	01/20/2022	Tvrdy's One Stop	Replace Radiator - Work Truck	465.68
82	01/27/2022	Acreage Appliance Service	Dryer Repair C	344.73
83	01/27/2022	Bishop Business	Printer Toner HS	44.00
84	01/27/2022	City Clock Co.	Time Cards	188.00
85	01/27/2022	Glaser Ceramics Inc	HS Art Supplies Clay	320.95
86	01/27/2022	Home Depot Pro	Custodial Supplies HS	593.61
87	01/27/2022	J.W. Pepper	HS Choir Supplies	34.99
88	01/27/2022	Johnson Hardware Co.	Maint. Supplies HS	70.00
89	01/27/2022	Kindra Fox	SPED Services OT Oct - Dec 2021	5,462.45
90	01/27/2022	Kiner Supply Company	Maintenance/Plumbing Supplies HS	617.05
91	01/27/2022	Lincoln Windustrial Inc	Maint. HS	10.79
92	01/27/2022	Lou's Sporting Goods	Mat Tape - Wrestling	144.62
93	01/27/2022	Menards Lincoln	Building Maint C, HS, V	368.42
94	01/27/2022	Menards Lincoln	Socket Sets for Small engine classes HS	114.95
95	01/27/2022	NE Center for Education of Children who	SPED Vision Therapy	3,306.42
96	01/27/2022	Nebraska Association of School Boards	Regist. Legislative Issues Conf LJ, HG	190.00
97	01/27/2022	Nebraska Dept Of Revenue	Motor Fuels Tax	1,108.00
98	01/27/2022	Omaha Public Power Dist	Electricity C	2,888.93
99	01/27/2022	Otte Oil & Propane Inc.	Propane C	763.95
100	01/27/2022	Stacey Doan	ASD Conf. Reimbursement	115.00
101	01/27/2022	Teacher Created Resources	Classroom Supplies	103.90
102	01/27/2022	UNL Career Services	Career Day Registration LJ	150.00
103	01/27/2022	Windstream	Phone HS	463.06
104	01/31/2022	Alexandra Bastian	Activity Work Pay	225.00
105	01/31/2022	Carlson, Kendra	Activity Work Pay	30.00
106	01/31/2022	Celia Newman	Activity Work Pay	75.00
107	01/31/2022	Jackson, Johanna	Activity Work	45.00
108	01/31/2022	Kim Hudson	Activity Work	30.00
109	01/31/2022	Leann Wiese	Activity Pay	210.00
110	01/31/2022	Lincoln Northeast HS	Speech Entry Fees	104.00
111	01/31/2022	Matt Smith	Activity Pay	360.00
112	01/31/2022	Meier, Kristi	Activity Work Pay	240.00
113	01/31/2022	Polak, Courtney	Activity Pay	75.00
114	01/31/2022	Spale, Aliya	Activity Pay	105.00
115	01/31/2022	Tasha Osten	Activity Pay	30.00
116	01/31/2022	Tvrdy, Kindra	Activity Pay	75.00

Depreciation Fund - Report of Bills Paid January 2022

1	01/11/2022	RCPS	Reimbursement General Fund - HVAC Expe	47,500.00
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Hot Lunch Fund - Report of Bills Paid January 2022

1	01/07/2022	Patty Hudson	Reimbursement Hot Lunch Food Purchases	1,041.12
2	01/07/2022	RevTrak	Revtrak Fees Hot Lunch Fund Jan 22	40.25
3	01/12/2022	Cash-Wa Distributing	Food	13,941.57
4	01/12/2022	Hiland Dairy	Milk	1,686.40
5	01/12/2022	Jackson Services Inc.	Kitchen Towels	128.86
6	01/12/2022	MinMor Industries	Kitchen Supplies HS	226.63
7	01/12/2022	School Nutrition Association	Membership Dues P.Hudson	54.00
8	01/12/2022	Sysco Lincoln	Food	934.85
9	01/12/2022	TriMark	Equipment Kitchen HS, C	1,144.12
10	01/12/2022	US Foods Inc.	Food	2,446.02
11	01/20/2022	Raymond Central Dist # 161	Hot Lunch Payroll	14,458.49
12	01/27/2022	TechMasters Heating & Air	Repairs Kitchen HS Freezer	1,403.50

Building/Sinking Fund - Report of Bills Paid January 2022

1	01/21/2022	Kidwell	PreK 3 Network Equipment	3,050.00
2	01/11/2022	RCPS	Reimburse GF - PreK 3 Portable Constructio	84,514.58

RAYMOND CENTRAL PUBLIC SCHOOLS
Student Activities Checks - January 2022

<u>Activity Name</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
HS Caring Shelves	01/06/2022	Mike Henderson	reimb. for smas hams-caring Shel	251.11
Service Fees (Activity Acct)	01/07/2022	RevTrak	Service Fees (Activity Acct)	29.95
Athletics	01/10/2022	Kreikemeier, Isaac	1/10 Res BB Official	110.00
Athletics	01/10/2022	Carlson, Curtis	1/11 JVBB Official	60.00
Athletics	01/10/2022	Carlson, Curtis	1/11 JVBB Official	(60.00)
Athletics	01/10/2022	Roth, Lucas	1/10 Res BB Official	110.00
Athletics	01/10/2022	Godtel, Shane	1/11 VBB Official	150.00
Athletics	01/10/2022	Pierce, Aaron	1/11 JVBB Official	60.00
Athletics	01/10/2022	Tobin, Reinwald	1/11 JVBB Official	60.00
Athletics	01/10/2022	Westover, Jeff	1/11 VBB Official	150.00
Athletics	01/10/2022	Clausen, Nolan	1/11 JVBB Official	60.00
Athletics	01/10/2022	Hesterman, Colson	1/11 VBB Official	150.00
Athletics	01/12/2022	Cash-Wa Distributing	Concessions Restock	30.92
Athletics	01/12/2022	Greenfield, Brett	1/7 JVBB Official	60.00
Athletics	01/12/2022	NSIAAA - LTI	LTC 504 - Prof Dev	100.00
Athletics	01/12/2022	Brost, Zac	FB Assigning Fee 20/21 Cycle	200.00
Boys BB	01/12/2022	BSN Sports	Boys BB Shooting Shirts	1,343.39
Cheerleaders	01/12/2022	Spohr, Shay	Banquet Supplies	57.70
Cheerleaders	01/12/2022	Spohr, Shay	COMPETITION SUPPLIES	75.67
Cheerleaders	01/12/2022	Eclipse, Inc,	tshirts	360.40
Drill Team	01/12/2022	Polak, Courtney	Reimbursement for Parents Night	32.56
Drill Team	01/12/2022	Image Market	Shirts	328.90
Speech	01/12/2022	Awards Unlimited Inc	Awards from 2021 tournament	333.05
RC Concessions	01/12/2022	RC Spanish Club	1/7 Concessions Profit	418.35
RC Concessions	01/12/2022	Super C	Concessions Pizza 1/7	84.00
RC Concessions	01/12/2022	Super C	RC Concessions	69.96
RC Concessions	01/12/2022	Sysco Lincoln	Concessions Restock	53.04
RC Concessions	01/12/2022	Sysco Lincoln	Concessions Restock	46.12
RC Concessions	01/12/2022	Pepsi Cola Of Lincoln	concessions supplies	213.70
RC Concessions	01/12/2022	Pepsi Cola Of Lincoln	pop/water for concessions	363.30
RC Concessions	01/12/2022	Del Gould Meat Co., Inc	Concessions Hot Dogs	132.00
Athletics	01/14/2022	Ernie`s Store Inc.	Training Room Fridge Replaceme	669.00
Athletics	01/14/2022	Schnieder-Kelly, Jessica	Speech 20-21 Coaching Reimb	300.00
AP Funds	01/14/2022	Mastery Preo	ACT prep	3,897.50
RC Concessions	01/14/2022	Cash-Wa Distributing	Concessions Restock	107.76
RC Concessions	01/14/2022	Del Gould Meat Co., Inc	Hotdogs Restock	88.00
Athletics	01/20/2022	Hunt, Rusty(Donald)	1/20 WR Tri Official	250.00
Athletics	01/20/2022	Bo, Krivohlavek	1/14 BB Official REPLACEMENT	150.00
Athletics	01/20/2022	Jared Mattley	1/11 JVBB Official Replacement	60.00
Athletics	01/20/2022	Nick, Sadd	1/20 WR Dual JV/V Official	150.00
Athletics	01/20/2022	Sam's Club MC/SYNCB	Athletics	13.70
Athletics	01/20/2022	Sam's Club MC/SYNCB	Athletics	10.54
Athletics	01/20/2022	Sam's Club MC/SYNCB	Athletics	150.00
Football	01/20/2022	Sam's Club MC/SYNCB	FB Banquet Items	323.80
Wrestling	01/20/2022	Lous sporting goods	Hoodies	797.24
HS Pop	01/20/2022	Sam's Club MC/SYNCB	staff holiday lunch items	86.26
HS Caring Shelves	01/20/2022	Sam's Club MC/SYNCB	items for christmas pckg, caring	99.96
AP Funds	01/20/2022	Bos, Rachel	Book Scholarship	220.05
AP Funds	01/20/2022	Lahm, Josie	Book Scholarship	76.55
AP Funds	01/20/2022	Ayres, Madysen	Book Scholarship	68.37
Drill Team	01/20/2022	Sam's Club MC/SYNCB	Payment for Competition in	110.00
Speech	01/20/2022	RC Speech Student Fees	Speech	514.79
RC Concessions	01/20/2022	Class of 2025	1/10 Concessions Profit	91.78
RC Concessions	01/20/2022	Class of 2024	1/11 BB Concessions Profit	377.94
RC Concessions	01/20/2022	Super C	Concessions Pizza 3/11	112.00
RC Concessions	01/20/2022	Super C	1/15 Concessions pizza	168.00

RC Concessions	01/20/2022	Cash-Wa Distributing	Concessions Restock	120.86
RC Concessions	01/20/2022	Sam's Club MC/SYNCB	RC Concessions	24.62
RC Concessions	01/20/2022	Sam's Club MC/SYNCB	Restocking Concessions	211.06
Athletics	01/21/2022	Scheel, Ken	1/22 Res BB Tourney	220.00
Athletics	01/21/2022	Kreikemeier, Isaac	1/22 Res BB Tourney	220.00
Athletics	01/21/2022	Roth, Lucas	1/22 Res BB Tourney	220.00
Athletics	01/21/2022	Holtz, Heath	1/22 Res BB Tourney	220.00
Speech	01/25/2022	Jackson, Matthew	Judge Fees for: RC, LSW, & LNE	180.00
Speech	01/25/2022	Otte, Hannah	Judge Fees for RC Invite	60.00
Speech	01/25/2022	Lauren Prosocki	Judge Fees for RC Invite	60.00
Speech	01/25/2022	McFarling, Andrea	Judge Fees for RC, LSW, LNE	180.00
Speech	01/25/2022	Avila, Amzi	Judge Fees for RC Invite	60.00
Speech	01/25/2022	Hain, Haley	Judge Fees for RC & LNE	120.00
Speech	01/25/2022	Donahue, Katie	Judge Fees for RC Invite	60.00
Speech	01/25/2022	Wieting, Kelly	Judge Fees for RC Invite	60.00
Speech	01/25/2022	Shultz, Brigit	Judge Fees for RC Invite	60.00
Speech	01/25/2022	Unverferth, Brandon	Judge for RC Invite	60.00
RC Concessions	01/25/2022	RC Dance Team	1/20 WR Concessions Profit	162.21
Athletics	01/26/2022	Rhonda Wicht	1/29 WR Tourney Security	126.00
Athletics	01/26/2022	Hunt, Rusty(Donald)	1/29 Wrestling Official	350.00
Athletics	01/26/2022	Hunt, Rusty(Donald)	1/28 JV Wrestling Official	150.00
Athletics	01/26/2022	Lanham, Drew	1/28 JV Wrestling Official	150.00
Athletics	01/26/2022	Sisel, Evan	1/29 Wrestling Official	350.00
Athletics	01/26/2022	Nick, Sadd	1/29 Wrestling Official	350.00
Athletics	01/26/2022	Mettenbrink, Cameron	1/28 JV Wrestling Official	150.00
Athletics	01/26/2022	Geidel, Jeremy	1/28 JV Wrestling Official	150.00
Athletics	01/26/2022	Woolsey, Brian	1/29 Wrestling Official	350.00
Wrestling	01/27/2022	Lous sporting goods	Wrestling Apparel	467.66
RC Concessions	01/27/2022	RC Softball	Concessions profit 1/22	198.70
RC Concessions	01/27/2022	Super C	1/22 Concessions Pizza	42.00
RC Concessions	01/27/2022	Super C	Concessions Pizza 1/20	98.00
RC Concessions	01/27/2022	Pepsi Cola Of Lincoln	Concessions Restock	491.80
RC Concessions	01/27/2022	Pepsi Cola Of Lincoln	Pop Restock Concessions	149.60
Band	01/28/2022	Kappa Kappa Psi, WSC	Honor Band t-shirts	160.00
Athletics	01/31/2022	Scheel, Ken	2/1 JVBB Officials	60.00
Athletics	01/31/2022	NCC @ Fort Calhoun	1.24.22 and 1.27.22 NCC GBB	436.00
Athletics	01/31/2022	Gore, Coleman	V/JV WR Invite Trackwrestling	150.00
Athletics	01/31/2022	Gerlach, Brenden	2/1 JVBB Officials	60.00
Athletics	01/31/2022	Roth, Lucas	1/31 Res BB Official	70.00
Athletics	01/31/2022	Franklin, Les	2/1 VBB Official	150.00
Athletics	01/31/2022	Maxson, Travis	2/1 VBB Official	150.00
Athletics	01/31/2022	Harnisch, Harlan	2/1 VBB Official	150.00
Athletics	01/31/2022	Simpson, Amanda	Ath Trainer 1/29	200.00
Athletics	01/31/2022	Wall, Jerry	1/31 JHGBB Official	120.00
Athletics	01/31/2022	Carraher, Elliot	1/31 JHGBB Official	120.00
Athletics	01/31/2022	Batt, Nate	2/1 JVBB Officials	60.00
Athletics	01/31/2022	Harris, Steve	1/31 Res BB Official	70.00
Athletics	01/31/2022	Wilkinson, Matt	2/1 JVBB Officials	60.00
FBLA Act	01/31/2022	Midland University	Midland Business Competition	135.00
RC Concessions	01/31/2022	RC Dance Team	14/24 Concessions profit	87.79
RC Concessions	01/31/2022	Teammates of RC	1/27 Concessions profit	94.15

RAYMOND CENTRAL PUBLIC SCHOOLS
Student Fees Checks - January 2022

<u>Activity Name</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Art Class	01/14/2022	Craig, Taylor	Art Class	73.00
Chromebooks	01/12/2022	Striv AV, LLC	Chromebook Edu Licenses	4,878.00
Drama	01/12/2022	York High School	District 1 Act expenses share	4.36
FFA	01/12/2022	Raymono`s Pizza	Pizza for Meeting	111.92
FFA	01/25/2022	Northeast Community College	Lunch tickets- Student Meals	28.00
FFA	01/25/2022	Northeast Community College	Livestock Judging Entry Fees	45.00
Service Fees (Student Fees)	01/07/2022	RevTrak	Service Fees (Student Fees)	6.34

Special Education Board Report:

- At the monthly special education director meeting, we determined that IEP's should continue to include Covid Impact Statements. We could change the language from 'Covid Impact Statement' to an 'Extended School Release' statement to encompass all areas of possible impact (flood, tornadoes, covid, etc.).
- New guidance is coming out from NDE regarding best practices. I will keep you updated when that information is presented. The new guidance will cover:
 - Shortened Days
 - Transition
 - FBA/BIPs
 - Manifestation Determinations
 - Non Public (revised)
 - Indicator Data Reporting
 - Assessments
- There will be an opportunity for students with disabilities, ages 16-21, who currently work with VR, to participate in a Student/Teacher Pre-Employment Workday held at ESU2 on March 30th. Students and their case managers will attend a business meet and greet with local employers, participate in mock interviews, attend informational sessions, and participate in job exploration. This will be a great opportunity for our students to explore options that are available to them and their future.
- A parent survey will be sent out to parents of children with disabilities in March. This is part of the data collection for the Part B Indicator 8 (parent involvement), that will be collected from Nebraska school districts.

February 4, 2022

To: Mrs. Johnson and the Raymond Central Board of Education

From: Ann Egr - Ceresco Principal and Director of Student Services

Elementary-

1. The 100th day of school was celebrated January 25. The PTO provided erasers for the primary grades. The students and staff appreciated the generosity.
2. Campus Leadership SIP team met on January 18. Members of the team are Shelly Dostal, Mrs. Egr, Mrs. Blank, Ms. Farr, Mrs. HlavatyMrs. Peterson. The Team started a book study. The book we are reading is Know Better, Do . The team read chapters 1 and 2. The feed back was positive. The meeting is February 15.
3. Thank you to Kara Nelson for organizing Raymond Central Clubs. On February 4, the students participated in making Valentine Cards.
4. FastBride assessment is complete. Teachers met on January 26 during their PLC time to review the data. Screen to Intervention Reports for individual students. Students in the At Risk category will continue with their IRIP plans.
5. MAP testing has started. MAP provides educators with detailed information they need to evaluate instruction in order to support academic success.
6. Read Across America Week / Dr. Seuss' Birthday March 2 with activities/celebration through out the week. Ms. Dannelly has a fun week planned to help celebrate his birthday and encourage reading!
7. Parent/Teacher conferences are scheduled for March 16 and 17 from 4:15-8:00. Once again both elementary schools are utilizing the PTCFast web-based signup program. PTCFast.com is a free website designed to make it easy to schedule parent-teacher conferences. An educator/software designer developed the program. The premise is to make scheduling easy for the first time user.
8. PTO family day out is scheduled for February 27 at Sun Valley Lanes and Games. PTO is reserving 10 lanes (16 people per lane) at 1pm and 2pm and is paying for bowling and shoe rental. Thank you PTO.
9. Enrollment for Kindergarten and Preschool has begun. Future Kindergarten parents should call the Superintendent's office by February 18. A parents only meeting is scheduled for March 28. Preschool applications are currently being accepted. Preschool will host a Preschool Round-Up on March 4.
10. Mrs. Dostal and Mrs. Egr met on February 11 with Kayla Peton from ESU3. Kayla was excited about where we are. It was great validation for the work Elementary MTSS team

has put into the process. Both the Campus Leadership SIP team and MTSS team will meet with Kayla on March 7.

10. Class Valentine parties were held on February, 11.

TO: Mrs. Lynn Johnson and the Board of Education
FROM: Mrs. Shelly Dostal, Elementary Principal at Valparaiso, and K-5 Curriculum Director
DATE: February 11, 2022
RE: Principal's Report

- 1) Professional Learning – During the January 26 and February 9 late start times, the focus for the elementary staff has been the new ELA standards roll out. Dr. Gary Nunnally has been assisting with this training. PLCs also met to review goal progress and student data. The Elementary School Improvement Committee met on January 18 and will meet again on February 15. We are reading *Know Better, Do Better* as a book study as we continue to dive deeper into instructional practices. Mrs. Hlavaty, Mrs. Blank, and Mrs. Hummel led parts of our professional learning time, too. The Elementary MTSS team met on January 18. Each member was given a strand to research and bring back to the group. We met again on January 31 to review progress. Mrs. Egr and Mrs. Dostal met with MTSS regional director Kala Peyton on February 11 to map out next steps. She validated the work we have been doing and the MTSS pieces we already have in place. The Elementary Leadership Team will meet with Kala Peyton on March 7.
- 2) Curriculum/Instruction/Assessment – NWEA MAP testing window is scheduled to finish February 18 for all students in grades 3-5. These adaptive, normed assessments inform students and teachers about their progress and help teachers make instructional decisions. Mrs. Blank and Mrs. Hlavaty have been working with teachers in Grades K-3 for any changes needed for IRIPs (Individualized Reading Improvement Plans). Mrs. Stansberry and Mrs. Osten are leading the charge for ACT administration in April. Selected Fourth Grade students in Ceresco will take either the Reading or Math NAEP test on February 24. Mrs. Egr and Mrs. Dostal have been working with NDE NAEP to coordinate the testing. Preparations for Parent Teacher Conferences in March are beginning. The end of the third quarter is March 3.
- 3) We will celebrate Read Across America Day/Dr. Seuss's Birthday on March 2 and also throughout the week. We have some dress up days planned. Thank you to Mrs. Janet Dannelly, Mrs. Shelly Hlavaty, and Mrs. Monica Blank for their leadership. PTO has a treat for each student, too. We will also observe Nebraska's 155th birthday on March 1.
- 4) Enrollment for Kindergarten and Preschool has begun. Future kindergarten parents should call the Superintendent's office by February 18. A parents only meeting is scheduled for March 28. Preschool applications are also being accepted. There will be a Round Up time throughout the day on March 4.
- 5) Staffing for 2022-23 is underway. We have already been interviewing candidates for open classroom positions. We are planning to conduct screening interviews for the Elementary Assistant Principal position on February 16, with formal interviews scheduled for February 22.
- 6) RC PTO – PTO most recently met on February 8. PTO purchased 100th day activity pads for K-2 students to celebrate the 100th day on January 25. The PTO is hosting a family day out at Sun Valley Lanes on February 27. This is something new that PTO is trying to get more families together. PTO is funding the lane and shoe rental for one hour of bowling for our RC elementary families. We appreciate the support of our PTO!

- 7) The Raymond Central Clubs met on February 4. This is a special class offering for students since Civic Nebraska discontinued services. The students had a Valentine Celebration by creating valentine cards, doing STEM activities, having a snack, and other activities.

- 8) Other Happenings at Valparaiso:
 - a) We celebrated 100 days of school on Jan. 25. Teachers included lessons throughout the day about "100". PTO treated the K-2 students with a special "100th day" activity pad.
 - b) Valentine's Day class parties will be held on Feb. 11. If students include treats with their valentines, they are encouraged to provide non-food items to meet the Wellness Policy guidelines. If food treats are included, they will be sent home so families may do as they choose.
 - c) We say special thanks to our School Counselors during School Counselors week, February 1-5. We appreciate all you do, Mrs. White, Mrs. Hummel, and Mrs. Osten!
 - d) School Board Recognition Week was January 30-February 5. Thank you to all of our School Board members. We appreciate your dedication and support to RC students, staff, and community.
 - e) Other dates we will be observing soon include: President's Day on February 21, George Washington's birthday on February 22, and Nebraska's statehood birthday on March 1.

February 2022 RC Board of Education Report

Winter sports are winding down to the postseason. All our teams have worked hard throughout the year and I would like to wish them the best of luck as they most into district and subdistrict play:

- Wrestlers travel to Madison for the two-day district tournament. After the first team Conference Championship since 1989, the wrestling team will try to send as many athletes to Omaha as possible.
- Girls Basketball sit as the 5-seed in a tough subdistrict at Lincoln Lutheran. They will take on Lincoln Christian in the first round. They are currently 12-8
- Boys Basketball will play Schuyler on Friday 2/18 before they begin subdistrict play on Monday 2/21. They are currently 7-13.
- The Central Players have continued to compete hard in tournaments. After a virtual season, it has definitely looked more “normal” this year. RC will play host to the Conference Tournament on 2/14 and Districts on 3/5

Spring sports are right around the corner. One of those sports will be the inaugural season for the Raymond Central Mustang baseball team. The Athletic Booster club has graciously stepped up to cover many start up costs for our baseball team. They have purchased new uniforms and also an indoor batting cage (also for SB) that will be housed in the Valparaiso Gym.

As you will see on the agenda tonight, I will be moving on from Raymond Central to become the 9-12 Principal at West Point High School. While I am excited to move into this new role, it is a bittersweet feeling as I have enjoyed my last three years here. Just as Greg Wilmes was able to do for me, I plan on being here for any questions my replacement will have for me in transition.

Brian Gralheer
AP/AD Raymond Central Jr/Sr High School

February Board Report
Mrs. Allison Stansberry
Principal | Jr/Sr High

Professional Development

On January 26th, during PLC we rolled out Student Problem Solving Teams to our staff and began hosting these meetings on January 31st. It was evident that after our discussion about SPS Teams that this is a positive next step for our building. I want to take a quick minute and share some of the responses we got from our fast feedback survey after rolling it out.

What excites you about this?

- The fact that this could help ***improve the culture*** in the school and solve problems directly
- Positive changes -- having a system that incorporates all the processes will be SO ***beneficial and effective***.
- That we will finally have a system in place that we can ALL be on the same page and doing something that will ***benefit our students and our district!!*** Yay!!
- It is a ***proactive approach*** to student behavior that ***doesn't wait for the climax of the behavior before action is taken***. It is both ***preventative and supportive***.
- It will be awesome to have a ***Universal MTSS*** and be able to use ***teamwork*** to ***better struggling student success*** and help to ensure better behavior inside and outside of the classroom.
- ***Proactive conversations*** and the correlation between academic concerns and behavioral intent (& antecedents)
- Change is needed and this is a way to finally be ***proactive instead of reactive*** about so many of our issues!!
-

What concerns you about this?

- Will our meetings be ***effective and interventions work?***
- Getting ***buy-in from all staff*** and ***using it effectively/efficiently***.
- ***Participation***. This will only work if we are ALL on board
- ***Implemented with fidelity by all parties***--On time, relevant objective input, follow through in classrooms.

Learning Acceleration Design Team

As you know, I am a part of the Learning Acceleration Design Team put together by NDE. I want to provide you with a brief summary of what the focus of the committee is. There is nothing we are doing this year with it but this will be a state professional learning focus for the 2022-2023. A lot of what this team is focusing on ties in with the work that we are doing so it is more of a continuation of our current focus with our standards, target learning, and ensuring we have high quality instructional materials and high quality core instruction.

What is the Learning Acceleration Design Team?

The **design team** is made up of representatives from ESUs and schools. Each ESU was asked to identify 1-3 educators to assist in this work. The purpose of the design team is to **brainstorm** focus areas and **provide input** on next year's professional learning on learning acceleration, or "just in time" supports.

What is learning acceleration? How does it differ from remediation and intervention?

- **Acceleration** is an approach to supporting students' learning needs that strategically embeds critical, most essential content/skills from prior grades into grade-level content and instruction. Learning acceleration is also known as "just in time" instruction. (Source: *Accelerate, Don't Remediate*)
- **Remediation** is an approach to supporting students' learning needs that prioritizes mastering most or all content/skills from prior grades before introducing grade-level content. Remediation is also known as "meeting students where they are" and can often widen the gap between students and grade-level content. (Source: *Accelerate, Don't Remediate*)
- Both remediation and acceleration refer to scaffolds provided during Tier 1 instruction. This is also known as "core" instruction that lays a strong foundation for all students. (Source: *NeMTSS Layered Continuum of Supports*)
- **Intervention** differs from remediation in that it refers to scaffolds provided during Tier 2 or Tier 3 instruction. Students receive targeted support in small groups or 1:1 *in addition to* Tier 1/core curriculum & instruction. (Source: *NeMTSS Layered Continuum of Supports*)
- A study comparing acceleration and remediation as Tier 1 approaches showed that students who experienced learning acceleration struggled less and learned more than students who started at the same level but experienced remediation instead. (Source: *Accelerate, Don't Remediate*)
 - In particular, acceleration was particularly effective for students of color and students from low-income backgrounds, who are ironically more likely than their white, wealthier peers to experience remediation.

Where do HQIM (High Quality Instructional Materials) and Instructional practices fit in with learning acceleration?

- The foundation for successful learning acceleration is ensuring we are putting **grade-appropriate assignments** in front of students. Students can't master grade-level content and standards if the assignments they work on are below grade-level.
 - Adopting **high-quality instructional materials** is the first step in ensuring students have access to grade-appropriate assignments, but it's not enough. How teachers *implement* HQIM is equally important.

Strong instruction that develops a culture of learning, focuses on essential content, and pushes all students to own their learning is a core pillar supporting learning acceleration. We can't effectively accelerate learning, or close gaps from prior grades, without strong instructional practices.

Other Happenings:

We have hired Industrial Technology! We are so excited to welcome Elijah Hackbart to the Mustang Family. He will also serve as our Head CC Coach and Skills USA Sponsor.

I attended the UNL Career Fair on February 8th. It was a great opportunity to get in front of some soon to be educators. I was able to connect with a candidate for Science and also for Spanish. It was refreshing to see how many individuals are still entering the field of education.

We celebrated National School Counseling Week February 7th through February 11th. This year's theme was "Better Together". Mrs. Osten had a morning announcement each day to tie into daily themes. She also had activities planned for both students and staff. We are beyond lucky to have Mrs. Osten with us at the Jr/Sr High. She is not only an incredible resource for our students but she is also an incredible

resource for our teachers as well. She goes above and beyond daily and I couldn't be more grateful for the work Mrs. Osten does for our students and staff on a daily basis.

Upcoming Events:

February 14th: AP/AD Screeners

February 15th: Science Interviews

February 16th: NCC Principals Meeting

February 21st: AP/AD Interviews

February 22nd: NDE Learning Acceleration Design Team Meeting

Jaci Bryce

February school board meeting

16 February 2022

February Board Report

Good evening school board members and guest. The winter sports season is slowly coming to an end. Last week our wrestlers traveled to Madison to punch their ticket to the state tournament. This year we are taking a record number of 8 guys (plus Sophie) to the state tournament, which will take place this Thursday and Friday, along with Saturday for those who make it to the finals (this will also be televised). A big congratulations to Sophia Shultz, she will be the first girl in many years to qualify for the boys state wrestling tournament. Moving on to basketball, the girls team recently traveled to Lincoln Luthern to play their first round of sub districts, unfortunately this was not the outcome the girls were hoping for and their season has come to an end. The boys basketball team has their last home game Friday against Schuyler and subdistricts for them will take place next Monday 21st at Milford. The cheer team recently competed at the Heartland Championship and placed first in both division, game day and tumbling. They will be competing again on Friday for state cheer in Grand Island, their first performance starts at 8 am, good luck ladies. The Valentine's Day fundraiser put on by the speech and FBLA organizations went over well with many students participating to get their fellow classmates a nice surprise. The Speech team recently held Capitol Conference here at Raymond Central, the Central Players played second as an overall team, with a total of four champions. It was reported that the tournament went smoothly. Moving forward the juniors have decided to

have our theme for prom be Masquerade. Prom is taking place April 2, 2022. Moving onto student feedback there hasn't been much going on with the parking situation.



NASB BOARD QUICKS



A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

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<http://members.nasbonline.org/index.php/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'. If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.

SCHOOL BOARD RECOGNITION WEEK IN NEBRASKA - JANUARY 30 TO FEBRUARY 5



FEBRUARY

THIS WEEK!

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 3 - SEWARD
NASB BOARD PRESIDENT RETREAT - FEBRUARY 6-7 - NORFOLK

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 9 - AUBURN

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 15 - BLAIR

NEEDS – RESOURCES WORKSHOPS - FEBRUARY 23 - GRAND ISLAND



MARCH

BUDGET & FINANCE WORKSHOP - MARCH 1 - YORK

BUDGET & FINANCE WORKSHOP - MARCH 23 - OGALLALA

NAEP STATE CONVENTION - MARCH 29-30 - GRAND ISLAND



APRIL

MAKE YOUR MEETINGS MATTER - APRIL 7 - WEST POINT

MAKE YOUR MEETINGS MATTER - APRIL 12 - GERING

MAKE YOUR MEETINGS MATTER - APRIL 13 - KEARNEY



PARTICIPATING IN THE LINCOLN HALF MARATHON ON MAY 1ST?

LET MATT OR MEGAN KNOW IF YOU'D LIKE TO BE INCLUDED IN THE UNOFFICIAL SCHOOL BOARD MEMBER "GROUP" FOR PHOTOS, A CHEERING SECTION, T-SHIRTS, ETC. THE DAY OF.

LEADERSHIP

INNOVATION

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The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans. Learn more at www.NASBonline.org

Page 2

OTHER KEY DATES

NASB MEMBER GOLF OUTING - JUNE 22 - KEARNEY

SCHOOL LEADERS & LAW CONFERENCE - JUNE 22-23 - KEARNEY

NASB ORIENTATION - JULY 20 - LINCOLN

AREA MEMBERSHIP MEETINGS - AUGUST THROUGH SEPTEMBER

FACILITIES & CONSTRUCTION - SEPTEMBER 22 - KEARNEY

LABOR RELATIONS - OCTOBER 5-6 - LINCOLN

STATE EDUCATION CONFERENCE - NOVEMBER 16-18 - OMAHA

NEW BOARD MEMBER WORKSHOPS - DECEMBER

YOUR 2022 PLATINUM AFFILIATES



ALICAP



AMERICAN FIDELITY
a different opinion



Ameritas.
Ameritas Investment Corp.
Member FINRA/SIPC



BCDM
architects



Boyd Jones



BVH
ARCHITECTURE



CLARK &
ENERSEN



CMBA
ARCHITECTS



COMMUNITY
BUILDING SOLUTIONS



crouch
RECREATION



D|A DAVIDSON



filament
ESSENTIAL SERVICES



jmc



PIPER | SANDLER



prm
PUBLIC RISK
MANAGEMENT
INCORPORATED



SPARQDATA
SOLUTIONS

If your business would like to become an Affiliate Member of NASB for 2022, please visit:

<http://nasbonline.org/registrations/AffiliateMembershipProgram.aspx>



Nebraska Rural Community Schools Association

Member Update

February 11, 2022



Photo Credit: Allen Consolidated Schools



www.nrcsa.net



[www.twitter.com/NRCSA1980](https://twitter.com/NRCSA1980)



www.facebook.com/nrcsahome/



NRCSA Calendar

NRCSA Events

NRCSA Legislative Forum

February 22, 2022

Cornhusker Hotel in Lincoln

[More about this event](#)

NRCSA Spring Conference

March 17-18, 2022

Crowne Plaza & Younes North Convention Center in Kearney

[More about this event](#)

NRCSA Golf Tournament

July 26, 2022

Meadowlark Hills Golf Course in Kearney

[More about this event](#)

Committee Meetings

NRCSA Legislative Committee

February 22, 2022

2:00 P.M. (CDT) via Zoom

NRCSA Legislative Committee

March 9, 2022

9:30 A.M. (CDT) via Zoom

NRCSA Executive Committee

March 16, 2022

Younes North Convention Center

3:00 PM Bronze 5 Room

NRCSA Legislative Committee

March 23, 2022

9:30 A.M. (CDT) via Zoom

NRCSA Legislative Committee

April 6, 2022

9:30 A.M. (CDT) via Zoom



NRCSA Search Service

Please let Jack Moles know where superintendent vacancies occur, so that NRC-SA Superintendent Search can make direct contact. We need to hear as soon as possible in anticipation of getting promotional materials specific to that board of education ready. It is critical that Board Presidents have the NRCSA contact information so that if they choose to consider a Superintendent Search Service, NRCSA is one they hopefully will consider.



Arapahoe-Holbrook Public Schools
Search Complete



St Paul Public Schools
Search Complete



Arthur County Schools
Search Complete



Tri County Public Schools
Search Complete



Educational Service Unit 11
Search Complete



Wheeler Central Public Schools
Search Complete



Heartland Community Schools
Search Complete



Leyton Public Schools
Search starting soon!



O'Neill Public Schools
Search Complete



Potter-Dix Public Schools
Search Complete



St Edward Public Schools
Search Complete

Access the Members area of www.nrcsa.net anytime.

Login: member Password: recess



The 2022 Legislative Session is over a third of the way through.

This is a shorter 60-day session. Some bills of interest:

LB 986—This was a bill introduced by Sen. Briese that would have placed a new cap on a school district’s property tax request each year. He did have provisions in the bill that would have allowed a district to increase its tax request each year by 2.5% (or a three year average of the CPI). He also provided for the ability of the local Board of Education to go over the base amount. This would have been based on student numbers. Studies showed various issues with the bill. NRCSA did testify in opposition. Part of our opposition was based on the probability that districts are being faced with personnel issues that may take increased spending to address.

LB 890/891—LB 890 is the school funding bill introduced by Sen. Walz. It is commonly referred to as the “Columbus Plan”. LB 891 is the revenue piece of the “Columbus Plan” and was introduced by Sen. Lindstrom. LB 891 has not been moved out of the Revenue Committee and likely will not as it is currently written. LB 890 was moved out of the Education Committee and is currently being debated on the floor. NRCSA testified in support of both bills, but did make three points:

1. Dave Welch, Milford Board President and a member of NRCSA’s Legislative Committee, and I introduced a concept that would have ensured every district receive state funding of at least 20% of its basic funding. As written, there are several rural districts that would be “held harmless” That is, they were assured of not receiving less state funding. In actuality, that puts a district behind as it moves forward.
2. Net Option Funding would go away in the bill, replaced by \$1,100 for every student. My simple math said that if a district was at least at 10% positive net option that it was coming out behind in this piece. I also spoke of the thought of the local Boards of Education having to then decide whether or not they should continue to accept option students as their local taxpayers would now pay more for each option student as a result of receiving less state funding. I encouraged Net Option Funding to be restored at some level. My suggestion was \$5,000 per net option student.
3. In the Revenue Committee hearing on 891 I did voice our support for getting more state dollars to rural schools, but asked that they stay away from LB 1107 funds if possible. Property owners in many rural districts would come out behind in property tax savings if the bill were enacted compared to what they are receiving in 1107 funding. My own thought is that we need to again review sales tax exemptions and an expanded sales tax base, but that is a political uphill battle.

NRCSA Leadership

Ginger Meyer, President
Chadron Public Schools

Del Dack, Past President.
Paxton Consolidated Schools

Dr. Dawn Lewis, Pres-Elect.
Arlington Public Schools

Jane Davis, Secretary.
Hershey Public Schools

District Representatives:

Eugene Hanks, West
Crawford Public Schools

Dale Hafer, North Central
Ainsworth Community Schools

Dr. Jon Cerny, Northeast
Bancroft-Rosalie Community Schs

Paul Sheffield, Southeast
Exeter-Milligan Public Schools

Jon Davis, South Central
Alma Public Schools

Alan Garey, Southwest
Medicine Valley Schools

Executive Director:

Jack Moles

Lobbyists:

Jon Edwards
Trent P. Nowka
Russell Westerhold

Legislative Co- Chairs:

Randy Page,
Thayer Central Community Schs

Dr. Jason Dolliver
Pender Public Schools

Scholarship & Recognition Co Chairs:

Tim Heckenlively,
Falls City Public Schools

Jim Widdifield
Minden Public Schools

Although the 20% of basic funding piece was in an amendment to the bill on the floor, it was retracted. That concept was replaced by a piece that would put all districts that are in the “hold harmless” position at 105% of their state funding to allow them to not fall further behind. The floor debate on LB 890 will likely end early next week. It is facing a great deal of opposition,

LB 690/, LB 960, LB 1218–Introduced by Sen. Blood, Sen. Vargas, and the Education Committee respectively, these bills all address the use of a single test to determine competency for acquiring a teaching certificate. Depending on which bill would move forward, the PRAXIS tests could be removed or considered in part of various ways to determine eligibility. While we see all bills a step in the right direction, NRCSA especially supported LB 1218, the Education Committee’s bill.

LB 945/LB 1128/LB 1169–Introduced by Sen. Linehan (945 and 1169) and Sen. DeBoer (1128), these bills all provide for more student loan forgiveness for teachers. NRCSA especially supported both LB 945 and LB 1128.

LB 768–Introduced by Sen. Albrecht, this would limit the State Board of Education to only setting standards in Reading, Writing, Math, Science and Social Studies. It would also place a limitation on local school districts and their Boards of Education on what can be taught in a Health curriculum. Many topics in standard Health textbooks would not be allowed to be taught under LB 768. NRCSA will join the rest of the Education community in opposition to the bill, especially as it pertains to local Boards of Education.

LB 1158–Introduced by Sen. Day, this bill would provide access for parents/guardians to school curriculum materials, including trainings by teachers. NRCSA has been involved with other education groups in discussing this with Sen. Day’s office since this past fall. The bill that was eventually introduced is not as detailed as what was originally drawn up, but it does contain some concerns. We are not opposed to transparency, but the bill will create more work for local staff. It also includes some penalty provisions that are too severe. We will continue to work with other groups and Sen. Day’s office.

LB 1237–Introduced by Sen. Brewer, this bill would adopt the Opportunity Scholarships Act and the Nebraska Child Care Contribution Tax Credit Act. This would provide income tax credits for people who provide scholarships to students to attend private schools. It comes after the defeat of LB 364 (Linehan) earlier in the session that also would have provided for

income tax credits for those who provide private school scholarships. NRCSA remains united with most of the public education community in opposition to the bill.

As always, please let us know if you have any questions about the upcoming session. Look for more news and updates as the Legislature moves forward.

NRCSA will be seeking volunteers for both elected and appointed positions for 2022-23.

Interested persons may self nominate or be nominated by another person. If you would like to nominate yourself or nominate someone else please contact Jack Moles. Open positions will be:

Executive Committee:

President-Elect - This is a Statewide position voted on by all NRCSA members. The elected candidate will serve a three-year term as President-Elect, then President, and then Past President. Candidates must be from a NRCSA member school district and membership in NRCSA must be maintained throughout the length of service.

Southeast Dist Representative - Paul Sheffield is finishing his first term and is eligible to run for a second term of office. District Representatives serve three-year terms and may serve two consecutive terms. District Representatives are voted on only by members in the NRCSA District. Candidates must be from a NRCSA member school district and membership in NRCSA must be maintained throughout the length of service.

Legislative Committee:

Chad Boyer, Superintendent at Wisner-Pilger (Northeast Dist) is completing his second term on the Legislative Committee. Legislative Committee members are appointed by the Executive Committee and serve three-year terms with a limit of two consecutive terms.

Brian Rottinghaus, Superintendent at Pawnee City (Southeast Dist) is completing his first term on the Legislative Committee and is eligible to be re-appointed for a second term.

Todd Rhodes, Superintendent at Gothenburg (South Central Dist) will not be serving in a NRCSA member district next year. He is finishing the first year of his second term. We will need a replacement for the South Central District to complete the final two years of his term. That person would then be eligible to serve two other terms upon completing this term.

Mike Williams, Superintendent at Arcadia (North Central Dist) is retiring. He is finishing the first year of his first term. We will need a replacement for the North Central District to complete the final two years of his term. That person would then be eligible to serve two other terms upon completing this term.

Scholarship & Recognition Committee:

Wade Finley, Superintendent at Litchfield (North Central Dist); Dr. Beth Johnsen, Superintendent at Conestoga (Southeast Dist); and Greg Sjuts, Superintendent at Humphrey (Northeast Dist) are all completing two years of service on the Committee.

Scholarship and Recognition Committee members are appointed by the Executive Committee and serve a term of two years.

Closing the Achievement Gap Research Team:

Randy Schlueter, Superintendent at Tri County (Southeast Dist) is retiring.

Charles Isom, Superintendent at Hemingford (West Dist) is retiring.

Closing the Achievement Gap Research Team members are appointed by the Executive Committee.

[Earlier this year, the NRCSA Executive Committee approved the start of a corporate sponsorship/partnership program.](#) One of the benefits for our upper level Purple Ribbon Partners is the opportunity to submit an article for the monthly Member Update. This month we proudly recognize Facility Advocates as a Purple Ribbon Partner!



Introduction:

Nebraska Rural Community Schools Association (NRCSA) and Facility Advocates founder, Dave Raymond, have a rich history of serving Nebraska Schools.

Facility Advocates was launched on January 4, 2021, after spending 30 years in corporate America, to focus on the Energy Solutions business with Nebraska Public School Districts. Over 80% of our customer base is the same demographics as NRCSA. Our goal is to live out

our motto of “**solving problems & saving money**”. This is done with a dedicated team of professionals who have been in the industry for most of their careers.

What we do:

There are 3 main focuses of Facility Advocates: Energy Services Company (ESCO) contracts, HVAC & BAS service contracts & facility planning.

1. ESCO contracts - Partnering with a public entity to implement a variety of Energy Conservation Measures that will solve problems and save money.
2. Mechanical service contracts - Partnering with public school districts who have an internal need of executing preventative maintenance tasks on the HVAC & BAS equipment within the facilities to maximize operational efficiencies and extend the equipment life.
3. Facility planning - Partnering with districts to develop both short-term equipment replacement priority lists or In-door Air Quality needs and/or long-term new square footage space needs.

Our public school district customers are all over the state. From Falls City Public Schools to Ogallala Public Schools and from Dundy County Schools (Benkelman) to Plainview Public Schools and a dozen more in between...

What we can do for you:

Many of our first year Projects included upgrades to the gymnasium.

The gymnasium has a special place within the School District. Not only the student-athlete, but the community at large are occupants in games, graduation, and special events.

Technical Parameters:

While some are older, and some are newer, current gymnasiums were built in the 1960's. Most have had modifications over the years.

1. Windows were covered and/or sealed to reduce infiltration
2. Heating Systems moved from steam or hot water to gas-fired or heat pumps and air-conditioning and ventilation were added
3. Lights moved from incandescent to high intensity discharge
4. Ceiling fans were added, and doors were opened to introduce fresh air
5. Score boards were updated from analog to digital
6. Sound systems were improved
7. Life safety system were added

8. American Disability Act
9. Bleachers were replaced
10. Increased participation and multiple sports within the space

The number one gymnasium upgrade project over the past several years is to install a new Heating, Ventilation and Air Conditioning (HVAC) system. The basics of the upgrade include:

1. Removal of existing system
2. Electrical upgrade to allow the addition of air conditioning
3. Installation of two gas-fired air handling units (AHU) that provide space conditioning and redundancy
4. Install or modify the air distribution system (ductwork)
5. Add a Building Automation System (BAS) to control the AHU

Financial Parameters:

School Districts have many avenues to fund building improvements projects including:

- ESSER Funds
- Energy Financing Contracts
- Lease Purchase
- Qualified Capital Purpose Undertaking Fund
- Special Building Fund
- Bond Issue

Preparations for the 2022 NRCSA Legislative Forum on Tuesday, February 22, at the Lincoln Cornhusker Marriott are being finalized.

Invitations to speak and attend the Luncheon with Senators will be out soon. The presentation roster has been finalized. Superintendents and Board of Education members, please plan to attend. It is more important than ever to attend and encourage your senator to attend and meet with you. This is a face-to-face endeavor.

At this time, the list of Senator speakers include:

- **Sen. Lou Ann Linehan** (Revenue Committee Chair)
- **Sen. Lynne Walz** (Education Committee Chair)
- **Sen. John Stinner** (Appropriations Committee Chair)
- **Sen. Tom Briese** (General Affairs Committee Chair)
- **Sen. Curt Friesen** (Transportation and Telecommunications Committee Chair)
- **Sen. Tom Brewer** (Government, Military, and

Veterans Affairs Committee Chair)

- **Speaker of the Legislature Mike Hilers** will speak after the luncheon

There are rooms available at the Cornhusker Hotel at a discounted rate of \$104.00 per night for Monday February 21, 2022. The Cornhusker is a Marriott Hotel; they have instructed customers to use the central reservation line to reserve a room.

Cornhusker Marriott Hotel: 1-866-706-7706

Ask for the NRCSA-Rural School Group Rate of \$104.00 per night for Monday, February 21. Rooms must be reserved by Friday, February 11 to get the group rate.

Legislative Forum Registration

The NRCSA Spring Conference is also approaching! Mark your calendars for March 17 & 18, 2021 at the Crowne Plaza and Younes North Convention Center in Kearney (the 2022 Conference will no longer be at the Holiday Inn). There will be many informative and timely sessions regarding law, TEEOSA, school finance, curriculum development, updates from the Department of Ed, staff and board development, updates regarding current federal and state legislation and others. Sessions highlighting special programs and initiatives are always a plus. A total of 35 sessions will be provided at the conference. As always, the general sessions will feature music groups, speakers on Thursday and Friday, scholarships, awards, recognitions, and the traditional meals that have become a mainstay of the conference. Be sure to make plans for you and your board members to attend.

Featured speakers for the conference will be Dr. Salome Thomas-El, National Rural Teacher of the Year Laurie Smith (Sumner-Eddyville-Miller) and Nebraska Commissioner of Education, Dr. Matt Blomstedt.

We still have a few open spots for break-out presentations. If you are interested in presenting, please contact Jack with your ideas for topics and specific presentations.

Spring Conference Registration



NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION

455 S. 11th St, Suite B
Lincoln, NE 68508

2022 NRCSA Legislative Forum Registration Form

Please complete the following form for those individuals attending the NRCSA Legislative Forum on Tuesday, February 22, 2022, at the Cornhusker Hotel in Lincoln.

Attending the seminar will be the following:

**School
District:** _____

Please list the individual's full name and the first name or nickname, as you would like it to appear on the nametag.

Full Name:	Name for name tag:

CONFERENCE FEES: (Please check appropriate space)

- Member Registration--\$80.00 for first person, \$50.00 for each additional person \$ _____
- Non-Member Registration--\$110.00 per person \$ _____
- Total Enclosed \$ _____

Send Registrations and payments to:

**NRCSA
455 S. 11th St, Suite B
Lincoln, NE 68508**

**Fax: 402-476-7740
email:jbundy@nrdsa.net**

**SCHOOLS WILL BE RESPONSIBLE FOR REGISTRATIONS CANCELED AFTER
February 18, 2022**



**NRCSA Spring Conference
March 17 & 18, 2022
Crowne Plaza & Younes North Convention Center**

Registration Form

School or Institution Name: _____

District Phone No: _____ Contact Person: _____

Address: _____ City: _____ Zip: _____

Contact Person e-mail Address: _____

Please register ONLY for the meals the registrant will attend

Note: Meal Fees are included in Conference Fees

Registrant's Full Name	Name for Nametag	Conference Fees: \$210.00 – Member \$350.00 – Non-Member	Thursday Lunch 3-17-22	Thursday Dinner 3-17-22	Friday Brunch 3-18-22	Total
<small>Example</small> John Smith	John	\$210.00	X	X	X	\$210.00

Spouses/Guests	Additional Meals for Spouses or Guests		\$30.00	\$25.00	\$23.00	Total
	No Conf Fee Needed	No Conf Fee Needed				
	No Conf Fee Needed	No Conf Fee Needed				
	No Conf Fee Needed	No Conf Fee Needed				

Make Checks Payable to: **NRCSA**

Total Enclosed:

Mail or Fax Registrations To:

**NRCSA Spring Conference
455 S. 11th St, Ste B
Lincoln, NE 68508**

Fax: (402) 476-7740

Or register on-line at: www.nrca.net

NO REFUNDS AFTER March 14

[NRCSA was recently asked to share with all of our members about some items that were for sale.](#) Rob Gregory, Supt. at Axtell, asked us to spread the news about lunch tables that they had available. Soon after that, Brent Hollinger, Supt. at Cross County, asked us to advertise a SPED van with a lift that they were making available. We sent both notices to all NRCSA member districts. Shortly after this, they both informed me that the items were all sold.

This is a service that NRCSA enthusiastically provides—we can help to spread the word if you have any items for sale (or to give away). If you have such items, please don't hesitate to contact us. Hopefully we can help!

Darron Arlt, Supt. at Plainview, asked that we share that they have two scoreboards for sale. He said they were purchased in 2014 and are in perfect condition. They are asking \$13,000 per scoreboard. If interested you can contact Darron at darlt@plainviewschools.org.



by NCES as rural or town. We think this is a small but important step toward helping rural schools be intentional about growing their own leaders.

[Creighton Mini Medical School](#)

The Rural Mini-Medical School Day is a virtual event that includes a range of health-related topics, research and experiential exercises designed to motivate students to consider careers in medicine or other health care professions. Activities range from learning about emergency medicine, the basics of nutrition and our gut, and brain dissection demonstrations. Parents and guardians are also invited to learn about the process of helping their student apply to both undergraduate and medical school, as well as attend presentations regarding different medical professions, ways to get involved with scientific learning, and the importance of Rural Medicine. Additionally, there will be a Q/A session with current medical students for both students and their parents/guardians to discuss the healthcare field, preparations for college, and other topics.

Students can have the fee **completely waived and receive a full-tuition scholarship** as long as administrators/teachers/counselors, etc. email Jo Walton (jowalton@creighton.edu) a letter stating the students names and that they would be great candidates for the program. See the flyer below for additional information.

[Creighton Mini Medical School](#)

[Big Red Leader Tuition Program](#) The Big Red Leader tuition remission program offers reduced tuition rates for Nebraska resident students in P-12 School Leadership programs leading to an endorsement.

[Big Red Leader Website](#)

[Big Red Leadership Flyer](#)

[UNL Tuition Discount](#)

We have a new tuition discount program aimed at better serving folks from rural districts who are seeking school leadership degrees (MEd – principalship, EdD – superintendency) or endorsements. The program provides a 15% tuition discount for educators who serve in NRCSA member districts or are in an area classified

[NRCSA recently developed a corporate sponsorship/partnership program.](#) The program is designed to provide more opportunities for contact with the decision makers in our member school districts, ESUs, and the colleges through increased exposure. We welcome our first corporate sponsors. NRCSA is so very thankful that they have chosen to partner with us.



Purple Ribbon Partners



Cheever Construction

Doug Klute
3425 N 44th St
Lincoln, NE 68504
Phone: (402) 477-6745
dklute@cheeverconstruction.com



Facility Advocates

Dave Raymond
13504 Stevens St, Suite C
Omaha, NE 68137
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Crouch Recreation

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First National Capital Markets

Matt Fisher
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DA Davidson

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Network For Educator Effectiveness (NEE)

Marc Doss
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Columbia, MO 65211
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DLR Group

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Omaha, NE 68106
Phone: (402) 393-4100
eokeeffe@dlrgroup.com



Piper Sandler & Co

Jay Spearman
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Lincoln, NE 68506
Phone: (402) 432-9268
jay.spearman@psc.com

RENAISSANCE®

Renaissance Learning

Heather Mille

2911 Peach St

Wisconsin Rapids, WI 54494

Phone: (402) 290-4379

heather.miller@renaissance.com



Wilkins Architecture, Design, Planning

Jacob Sertich

2908 W 39th St, Suite A

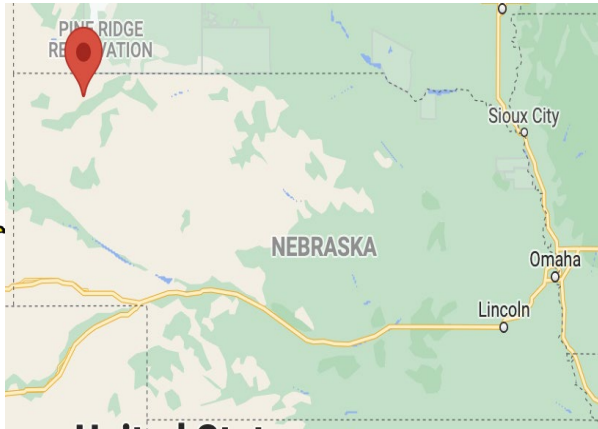
Kearney, NE 68845

Phone: (308) 237-5787

jsertich@wilkinsadp.com

MEMBER SPOTLIGHT

Chadron Public Schools



Mascot: Cardinals

Enrollment: 925

Location: Chadron, NE

Interesting Fact: Chadron Intermediate and Middle School Buildings turn 100 this year.

Superintendent: Ginger Meyer

Principals: Jerry Mack (9-12), Nick Dressel (5-8), Bill Cogdill (3-4), Libby Mack (K-2)

School Board Members: Tom Menke, Maddie Nitsch, Tye Pourier, Boone Huffman, Sandy Montague-Roes, Melissa Webster

Programs

Program 1. For the last twenty years, Chadron Public Schools has proudly provided quality after school programming for our students. A 21st Century Community Learning Centers grant funds the program and involves many community partners, including Chadron State College, Chadron State Park, UNL 4-H extension, and Keep Chadron Beautiful. Initially, the after school program was offered only to students at Chadron Middle School. However, it later expanded to include students at the Chadron Primary and Intermediate schools. Daily programming includes STEAM activities, family and consumer sciences, physical activities, and homework assistance.

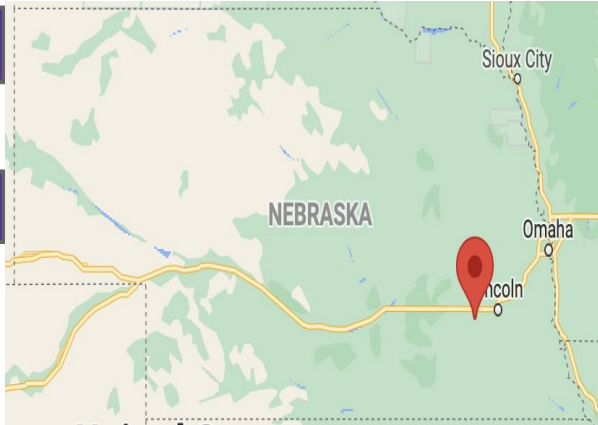


Program 2. Hope Squad. The Chadron Middle School Hope Squad program is a school-based peer support team that partners with local mental health agencies to provide students with training and information on how to help peers who struggle with mental or emotional health. Peers select students who are trustworthy and caring individuals to join the Hope Squad. Squad members are trained to watch for at-risk students, provide friendship, identify suicide warning signs, and seek help from adults. Additionally, students are provided with information on what resources are available to them when they need help. The Hope Squad spreads hope and a positive culture of mental health awareness throughout the school.



MEMBER SPOTLIGHT

Milford Public Schools



Mascot: Eagles

Enrollment: 791

Location: Milford, NE

Interesting Fact: Milford had a student serve as an KeyClub International Trustee
We have had 12 State, National, or International Officers of student organizations in the past 5 years
89% of 7-12 students participate in an extracurricular activity

Superintendent: Kevin Wingard

Principals: 7-12 Principal - Brandon Mowinkel, 7-12 Assistant Principal - Sadie Coffey, PK-6 Principal - Cory Hartman, Director of Learning - Dr. Mitch Kubicek

School Board Members: Jessica Dunlap, Ned Pauley, Tony Roth, Craig Shaw, Jim Stahly, Dave Welsch

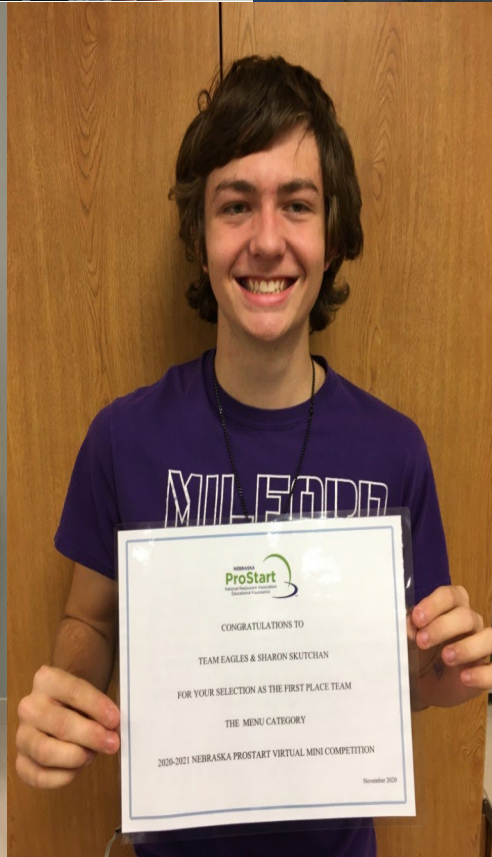


Programs

Program 1. Band



Program 2. FCCLA/ProStart



[Graduate School Library Programs in Nebraska \(from Dr. Sara Churchill, Ed.D., UNO; and Judy Henning, Ed.D., UNK\)](#)

Today's school librarians are not just managers of a collection of resources, but also educational leaders who collaborate with the classroom teachers on a daily basis and teach essential information evaluation and research skills to students. In fact, many administrators include librarians on the school improvement team because of their overall curricular knowledge of the school. In some schools, librarians are the school's technology leaders facilitating the use of technology for the classroom teachers. Research demonstrates that school librarians are instructional leaders who are instrumental in increasing student academic achievement.

In Nebraska, there are two institutions that offer graduate programs of study for teachers who want to add the PreK-12 school librarian endorsement to their NDE teaching certificate. The University of Nebraska Omaha and University of Nebraska at Kearney both offer Nationally Recognized School Library programs that meet national and state standards for developing high-quality, digital-age librarians. The coursework includes a focus on the many roles of today's school librarians from how to teach information evaluation and research skills to how to assess curriculum materials for every subject area to promotion of reading and technology integration. Both programs offer fully online coursework on a schedule that is flexible for the needs of today's practicing educators.

Strong educators who love reading and serving both students and staff are excellent candidates for school library positions. Certified teachers who take two graduate library courses (6 credit hours) in a calendar year are eligible to serve in a school library position, without a full or provisional endorsement. This allows administrators to "grow their own" school librarian and meet the Nebraska Department of Education requirements for accreditation.

Both institutions offer their students the opportunity to complete a master's program along with their school library endorsement. This can benefit local districts by fostering experience and creating highly-qualified teachers within our schools. Since the school library endorsement is a 30-credit hour endorsement, earning a master's degree typically only requires two additional classes. Students in either program can also take 2-3 additional graduate technology courses to qualify for a supplemental NDE endorsement in PreK-12 Instructional Technology Leadership.

Because there is a shortage of school librarians in Nebraska, graduate students pursuing a school librarian endorsement are eligible to apply each spring for the Enhancing Excellence in Teaching Program (EETP). EETP is a forgivable loan program from the Nebraska Department of Education that pays partial tuition for classes towards an endorsement in a shortage area or towards an advanced degree. Graduate students who are eligible may apply for up to \$175 per credit hour for a maximum of \$3,000 per year. Students may reapply each year for up to five years. See the [Nebraska Department of Education EETP Information website](#) for additional information.

There are many supports available to administrators who are looking for a dynamic, high-quality school librarian. Dr. Judy Henning, Assistant Professor of Teacher Education, is the administrator of UNK's program. Dr. Sara Churchill, Assistant Professor of Teacher Education, is the coordinator of UNO's program. Drs. Henning and Churchill are eager to help administrators fill this valuable position. They can help take some of the burden of finding a school librarian off of administrators. Their expertise can guide potential candidates through the admissions process, help them navigate the program choices and endorsement requirements, and provide institutional verification to NDE once a program is completed. Additionally, the School Library programs serve as two of the biggest networks for the profession in the state. Informing candidates about open positions, both now and in the future, is something that occurs regularly. UNO operates a school library mailing list that reaches hundreds of school librarians across the state and beyond.

Both Dr. Henning and Dr. Churchill are available to discuss how you can "grow your own" school librarian, help answer questions about EETP or endorsement requirements, as well as connect you with quality candidates and even facilitate access to professional development in the area of school librarianship. Please consider reaching out to either program coordinator to discuss how we can help support you in filling this high-impact position.

Sara Churchill, Ed.D., UNO
402-554-3485. schurchill@unomaha.edu

Judy Henning, Ed.D., UNK
308-627-6807. henningja@unk.edu

[Data for SL Revisions](#)

Chadron State College Special Education Para-to-Teacher Program Initiative.

Purpose: This “Grow Your Own” Special Education Teacher program is designed to provide school districts with the opportunity to cultivate and participate in the training of their para-professionals who wish to continue their education to become special education teachers.

Who: Any individual who holds a minimum of an Associate’s Degree (or equivalent credit hours) from an accredited higher education institution, and who is employed as a para-professional within a school district. **What:** Chadron State will provide required course work and enrichment activities via online, face-to-face (via Zoom), and on the job experiential learning, leading to a Bachelor’s in Education Degree, and a Nebraska Teaching Certificate with an endorsement in Special Education (grades PK-12). With administrator input, program course work will be tailored to best fit your district practices and expectations. Each course will be offered in an 8-week format, with 12-13 credit hours to be completed each 16 week semester.

How: Program participants will be advised, monitored, and supported by CSC faculty/staff, and a CSC Education Program liaison is specifically assigned to facilitate their progress. District para-professionals may enter the program at any time in the academic year.

When: once participants reach their senior academic year they will embark on completing their capstone course work, via online and Zoom class sessions. This course work has been pared down considerably with the understanding and assumption that these student teachers will be learning “on-the-job”. For example, one section covers classroom management practices. Clearly, one can argue and attest that these student teacher interns are learning more about managing a classroom from being mentored by veteran teachers within your school, and observing them in action. This is the belief and learning approach embraced during this senior year. However, to ensure and assess concept learning, Chadron State faculty will be meeting with your student teacher cohort twice per week for 1.5 hours, via Zoom conferencing technology.

Graduation: At the completion of this program students/candidates graduate from Chadron State College, and apply for teaching licensure resulting in a valid initial teaching certificate with and endorsement in PK-12 Special Education. Chadron State’s education program is nationally and State accredited. As such, interstate certification reciprocity is not a problem.

Things for your consideration:

1) To qualify for this program participants must hold at least an Associate’s Degree or the equivalent in college credit hours. *(CSC will work with those applicants to provide them with the needed coursework leading up to program entry).*

2) Districts must agree to maintain para-professional employment throughout the course of the program—including during the student teaching experience.

Please contact Dr. Adam Fette for more program information, at afette@csc.edu.

The UNL Department of Educational Psychology has received a grant from the Swanson Foundation which allows them to offer mental health services to rural schools.

From Dr. Michael Scheel, Chair of the UNL Department of Educational Psychology:

The UNL Department of Educational Psychology would like to offer counseling and psychological services, as well as consultation services to the schools and communities of Southeast Nebraska. We run a mental health counseling and therapy clinic and we are offering counseling and consultation services to teachers, administrators, students, and community members of Southeast Nebraska. Services will be provided through remote and confidential means (i.e., Zoom conferencing). We are hoping that schools, families, and individuals contact us to schedule an appointment for a telehealth counseling or consultation session.

We have recently learned that a donor will support our work with individuals living in rural Southeast NE by paying all fees for services. Thus, whoever seeks out our services will simply have to indicate they live in Southeast Nebraska, and any services we provide will be paid for through the UNL Foundation. Individual, couple, and family counseling will be provided without financial expense. Additionally, we can provide teachers, school administrators, school counselors, and school social workers consultation services for students of their schools without charge.

We are very excited to enter a partnership with schools and communities of SE Nebraska to promote mental health and well-being. We are aware of the mental

health counseling disparities that exist in Nebraska rural areas, and our department, our College of Education and Human Sciences, and UNL are highly interested in offering our expertise and resources with the goal of enhancing the well-being of SE Nebraska individuals, schools, and communities. We are a group comprised of licensed psychologists and psychology graduate students who regularly provide services through our clinic to the Lincoln community. We are seeking to reach beyond Lincoln to connect more with surrounding rural areas. We also are acutely aware of the importance of addressing mental health concerns right now as we all are experiencing the stress of going through the COVID-19 pandemic.

The Counseling and School Psychology Clinic is a training clinic in which graduate students in counseling and school psychology work with clients under the supervision of licensed psychologists. Services are available to all on a sliding scale. For clients from SE Nebraska communities, services will be paid for through UNL Foundation funds supplied by a donor who cares deeply about the welfare of schools and communities in SE Nebraska. Counseling services are offered to improve well-being, improve academic and behavioral issues, stabilize mood, manage stress, and improve life-adjustment issues.

For more information, please visit our clinic website:

<https://cehs.unl.edu/edpsych/clinic/>

A common theme from some of the decision makers on the state level is that “out of control” local spending is to blame for the property tax problem. NRCSA, along with many other educational entities, maintains that we do not have a school spending issue, but instead have a school funding issue. Attached are two reports, one from NRCSA, the other from Open Sky, that discuss the myth of “out of control” school spending. It is my hope that administrators and Board of Education members will read, then use these reports to counter those claims. When you do please tell your district’s story as that is the most powerful way to get this message across.

[NRCSA Spending Study](#)

[A Look at School Spending in NE from Open Sky](#)

Board of Education meeting visits. Beginning in December, 2019, I started attending Board of Education meetings in member school districts. Since then, I have attended over 50 such meetings. I have really enjoyed this and am willing to attend Board meetings when I can. I take a few minutes to cover NRCSA news and offerings, as well as some legislative news. When I am going to be in a specific area on Board meeting days I may send out a notice to near-by Superintendents to make an offer to visit. I’d like to be able to schedule two or three in the same evening if I can.

On November 8, I visited Board meetings at Palmyra-Bennet and Freeman.. I will not attend Board meetings in December, but did visit Loup County, Burwell and Ord on January 10. On February 14, I am scheduled to be at BOE meetings in Arapahoe, Cambridge and Southwest. If you would be interested in me attending a future Board meeting, please contact me to start the arrangements. I would also be willing to “attend” your Board meetings via Zoom if you preferred. I would still only do one at a time but would be able to do several in the same evening. Let me know and we will try to make the connection.

NRCSA had a very successful year last year in assisting Boards of Education in choosing their next Superintendent of Schools. We are already off and running, assisting eight districts (Arapahoe, Arthur County, Heartland, O’Neill, Potter-Dix, St. Paul, St. Edward, Tri-County, Wheeler Central) and one ESU (ESU 11) in identifying their next leader.

If your district finds a need to locate your next school leader, please be sure to keep the NRCSA Superintendent Search Service in mind. You can contact Executive Director Jack Moles at jmoles@nrca.net or by phone at 402-335-7732.

We urge you to consider making use of the NRCSA Partner OneCard as a tool for you in managing school expenditures, both large and small. Certainly, the card can help reduce/eliminate any issues relative to unverified cash expenditures. You decide who uses it, can get cards for each of those users, keep all cards wherever you wish, determine the amount to load it with, and how long the time frame of use is. It is a terrific management tool and clearly identifies each expenditure/name/date/amount. Whether small purchases or very large purchases, the card is a terrific tool. NRCSA owns the state contract, so liability for

misuse falls to NRCSA, not the district user. We have only had three circumstances of fraud and all three have been the theft of the card number information, not any district employee misuse. Great job by all participating districts in protecting the card and program! Don't forget, the NRCSA rebate from the transaction fee paid by businesses that choose to accept plastic is used for scholarship, awards, and special needs. For 2020-21, the rebate was over \$16,000 to NRCSA, showing that use is increasing, and large purchases are being included. WIN, WIN, WN!!

If you are considering joining the program and need more information, please contact Jack Moles (jmoles@nrcca.net) or Jeff Bundy (jbundy@nrcca.net).

[NRCSA had a very successful year last year in assisting 14 Boards of Education in choosing their next Superintendent of Schools.](#)

NRCSA has again been busy this year, assisting ten districts (Arapahoe, Arthur County, Heartland, Leyton, O'Neill, Potter-Dix, St. Paul, St. Edward, Tri-County, Wheeler Central) and one ESU (ESU 11) in identifying their next leader.

As we continue with the current school year, some Boards of Education may be faced with the prospects of considering new leadership for their districts for next year. If your district finds a need to locate your next school leader, please be sure to keep the NRCSA Superintendent Search Service in mind. For more information you can contact Executive Director Jack Moles.

[NRCSA Search Service Experience](#)

[NRCSA Planning Support Brochure](#)

[Global Teletherapy is a group with which NRCSA has had a long relationship.](#) As a nationally renowned K-12 service provider, Global Teletherapy offers virtual mental-health, speech, occupational, physical therapy services, and psychoeducational assessments to students across the nation.

Currently serving approximately 100 schools in over 30 states around the U.S. with over 500 therapists, Global Teletherapy is prepared to help districts that find themselves short of the needed personnel to provide these services.. To learn more about Global Teletherapy's caring therapists and reliable virtual platform please [click here](#).



From Dr. Jon Habben, NREA Past President:

I am now in the final office for NREA and it's Executive Committee as Past President. I have also been asked to return to a previous position, as Treasurer, for the Association foundation, appointed for at least two years. I have met many terrific and engaged rural leaders across the country in many years of committee work and leadership work. I would strongly encourage Any NRCSA leader to try to do the same with NREA!

Joining NREA is the strongest statement and source of additional information just like schools join NRCSA. Make a difference, be an involved NRCSA member and join the NREA to represent specifically rural at the national level as well.

[Legislative Corps 2-4-22](#)

Contact Information

NRCSA

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(402) 335-7732
jmoles@nrcea.net

Jeff Bundy, Administrative Aide
(402) 202-6028
jbundy@nrcea.net

Legislative Contacts

U.S. Senators

[Deb Fischer](#)

[Ben Sasse](#)

U.S. House of Representatives

[Don Bacon](#)

[Jeff Fortenberry](#)

[Adrian Smith](#)

Nebraska Governor

[Pete Ricketts](#)

NE State Senators

[Raymond Aguilar, Dist 35](#)

[Joni Albrecht, Dist 17](#)

[John Arch, Dist 14](#)

[Carol Blood, Dist 3](#)

[Eliot Bostar, Dist 29](#)

[Bruce Bostelman, Dist 23](#)

[Tom Brandt, Dist 32](#)

[Tom Brewer, Dist 43](#)

[Tom Briese, Dist 41](#)

[John Cavanaugh, Dist 9](#)

[Machaela Cavanaugh, Dist 6](#)

[Robert Clements, Dist 2](#)

[Jen Day, Dist 49](#)

[Wendy DeBoer, Dist 10](#)

[Myron Dorn, Dist 30](#)

[Steve Erdman, Dist 47](#)

[Mike Flood, Dist 19](#)

[Curt Friesen, Dist 34](#)

- [Suzanne Geist, Dist 25](#)

[Tim Gragert, Dist 40](#)

- [Michael Groene, Dist 42](#)

[Steve Halloran, Dist 33](#)

- [Ben Hansen, Dist 16](#)

[Matt Hansen, Dist 26](#)

[Mike Hilgers, Dist 21](#)

[Robert Hilkemann, Dist 4](#)

[Dan Hughes, Dist 44](#)

[Megan Hunt, Dist 8](#)

[Mark Kolterman, Dist 24](#)

[Steve Lathrop, Dist 12](#)

[Brett Lindstrom, Dist 18](#)

[Lou Ann Linehan, Dist 39](#)

[John Lowe Sr., Dist 37](#)

[John McCollister, Dist 20](#)

[Mike McDonnell, Dist 5](#)

[Terrell McKinney, Dist 5](#)

[Adam Morfeld, Dist 46](#)

[Mike Moser, Dist 22](#)

[Dave Murman, Dist 38](#)

[Rich Pahls, Dist 31](#)

[Patty Pansing Brooks, Dist 28](#)

[Rita Sanders, Dist 45](#)

[Julie Slama, Dist 1](#)

[John Stinner, Dist 48](#)

[Tony Vargas, Dist 7](#)

[Lynne Walz, Dist 15](#)

[Justin Wayne, Dist 13](#)

[Matt Williams, Dist 36](#)

[Anna Wishart, Dist 27](#)



NRCSA Programs

[**Global Speech Teletherapy**](#)

[**Planning Support Service**](#)

[**Scholarship and Awards Programs**](#)

[**Superintendent Search Service**](#)

[**USBank OneCard Program**](#)

DRAFT

RAYMOND CENTRAL PUBLIC SCHOOLS
2022-2023
SCHOOL CALENDAR

Wednesday Late Starts
 September 14
 September 28
 November 9
 December 7
 February 1
 February 22
 March 22
 April 26
 May 10

School Start and End Times: Elementary: 8:15 AM - 3:15 PM
 Junior/Senior High School: 8:10 AM - 3:30 PM PreSchool: 8:45 AM - 3:00 PM

AUGUST				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST 2022				
11	Thursday - New Teacher Meeting & Teacher Flex Day (July 27-August 11)			
12, 15 & 16	Fri, Mon & Tue - K-12 Staff PD / Workdays 8 am - 4 pm			
17	Wednesday - FIRST DAY OF SCHOOL - NOON DISMISSAL			
17	Wednesday - Teacher Workday - Noon - 4:00 pm			

SEPTEMBER 2022				
5	Monday - NO SCHOOL - Labor Day			

OCTOBER 2022				
10	Monday - NO SCHOOL - Teacher Professional Development Day			
14	Friday - End of 1st Qtr			
18 & 20	Tues & Thurs - K-5 PT Conferences Valparaiso and Ceresco 4:15 - 8 pm			
19-20	Wed & Thurs - 6-12 PT Conferences 4:15 - 8 pm			
21	Friday - NO SCHOOL - PK-12 Staff Comp Day			

NOVEMBER 2022				
23-25	Wednesday, Thursday & Friday - NO SCHOOL - Thanksgiving Break			

DECEMBER 2022				
21	Wednesday - End of 2nd Qtr - Dismissal at 1:45 pm			
23-27	NSAA Moratorium - Gyms Closed			
22-30	NO SCHOOL - Winter Break			

JANUARY 2023				
2	Monday - NO SCHOOL - Winter Break			
3	Tuesday - NO SCHOOL - Teacher Professional Development Day			
4	Wednesday - School Resumes for Students			
16	Monday - NO SCHOOL - Teacher Professional Development Day			

FEBRUARY 2023				
13	Monday - NO SCHOOL			

MARCH 2023				
10	Friday - End of 3rd Qtr - NO SCHOOL - Teacher Professional Development Day			
14 & 16	Tue & Thurs - 6-12 PT Conferences 4:15 - 8 pm			
15-16	Wed & Thurs - K-5 PT Conferences Valparaiso and Ceresco 4:15 - 8 pm			
17	Friday - NO SCHOOL - PK-12 Staff Comp Day			

APRIL 2023				
7 & 10	Friday & Monday - NO SCHOOL - Spring Break			

MAY 2023				
1	Monday - NO SCHOOL (Flex Day for Additional Snow Day)			
13	Saturday - Graduation Ceremony at 2:00 pm			
24	Wednesday - LAST DAY OF SCHOOL - NOON DISMISSAL			
24	Wednesday - End of 4th Qtr / Teacher Workday - Noon - 4 pm			
29	Monday - Memorial Day			





JANUARY				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

-  -- First Day of School - End of Quarters - Last Day of School
-  -- NO SCHOOL - Inservice / Work Days - School Breaks - Teacher Comp Days
-  -- Parent / Teacher Conferences
-  -- **Professional Development- 2 HR LATE START unless Inservice Day**

Jr/Sr. High Course Proposals for 2022-23

Personal Finance requirement for Class of 2024

Raymond Central Public Schools will meet the Personal Finance requirements of statute through a course offering that already exists.

- FCS course can accommodate Personal Finance standards and is approved by NDE. The course title to replace Adult Living will be Life and Career Readiness

There are two new courses being proposed:

Cybersecurity: This is a survey course that explores fundamental knowledge and skills in the field of cybersecurity. Topics explored include cryptography, software and network vulnerabilities, governance, global impacts, and career fields in information assurance

IT Fundamentals: IT Fundamentals develops the students' abilities to analyze, evaluate, strategize, and reflect upon technologies such as computer hardware, computer software, web technologies, databases, networking, security, and software development. Students will also be introduced to ever-changing information technology careers along with developing positive and ethical behaviors/practices.

The other changes necessary to create changes represented in the chart below require minimal curriculum changes so are accompanied by no proposals. The changes in course titles allows us to meet additional CTE pathways which then creates additional funds through Perkins Grant.

Current Classes	Proposed Classes	Proposed Teacher Schedule
Keyboarding 6	Keyboarding 6	Teacher 1
Keyboarding 7	Computers 7	Split Computers Applications Curriculum into 2 quarter classes Teacher 1
Careers 8	Computers 8	
Information Technology 1	IT Applications 1	Teacher 1
Information Technology 2	IT Applications 2	Teacher 1
Computer Science Principles - yearlong	IT Fundamentals	Teacher 1
	Cybersecurity	Teacher 1
Digital Design	Digital Design	Teacher 1
Foundations of Web Design	Web Design & Development	Teacher 1
	Foundations of Web Design	Teacher 3
Networking	Networking	Teacher 3

	Work based Experience (future)	Teacher 3
Computer Applications - Drop		

Technology Pathways

Business Technology	IT Applications 1	IT Applications 2	Digital Design	Foundations of Web Design	Work-Based Experience
IT Operations Management	IT Applications 1	IT Fundamentals OR IT Applications 2	Cyber Security	Networking	Work-Based Experience
Web Development	IT Applications 1	IT Fundamentals OR IT Applications 2	Web Design & Development	Foundations of Web Design	Work-Based Experience

Current Classes	Proposed Classes	Proposed Teacher
Introduction to Business	Introduction to Business	Teacher 2 (2 sections)
Business Law	Business Law	Teacher 2
Business Management	Management & Leadership	Same content different name Teacher 2
Economics	Economics	Teacher 2 (two sections)
Accounting	Accounting 1	Teacher 2
	Accounting 2	
Adv. Accounting	Accounting 3	Teacher 2
	Accounting 4	
	Personal Finance (in FCS department)	

	Work Based Learning (future)	
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Business Pathways

Finance	Introduction to Bus OR Personal Finance (state requirement can be met in Life and Career readiness course offered by FCS - course to replace Adult Living per state requirements)	Accounting 1		Economics		Work-Based Learning
Management	Introduction to Business	Business Law		Management & Leadership		Work-Based Learning
Accounting	Introduction to Bus OR Personal Finance	Accounting 1	Accounting 2	Accounting 3	Accounting 4	Work-Based Learning

AMENDED CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT for the 2022-2023 school year is made by and between the Board of Education of the **Lancaster County School District 55-0161, a/k/a Raymond Central Public Schools**, hereinafter referred to as “the Board,” and **LYNN JOHNSON**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 16th day of February, 2022, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2022, and expiring on the 30th day of June, 2024. A “contract year,” for purposes of this Contract, shall be from July 1st to June 30th.

Renewal and Rollover. This Contract may be extended in one (1) year increments under the terms of this Paragraph. An extension will extend the Contract for one additional contract year (July 1st through June 30th), unless otherwise agreed to in writing by both parties. Neither party is obligated to extend this Contract. Any extension under this Contract must occur as follows:

a. Superintendent's Request to Extend. In each contract year, the Superintendent shall, by December 31st of such contract year, notify the Board President in writing if the Superintendent desires to extend this Contract for one additional year. If Superintendent does not notify the Board President in writing by December 31st, then this Contract shall not be extended and shall end on the final day of the existing Contract, unless both parties otherwise mutually agree in writing.

b. Board Action on Request to Extend. If the Superintendent timely submits a request to extend this Contract for one additional year, then the Board shall, in each contract year, have until February 15th of such contract year to decide whether to extend the Contract. If the Board votes to extend the Contract for one year, or if the Board takes no action by February 15th, then this Contract shall automatically be extended by one contract year. If the Board decides against extending the Contract, then the Contract will not extend and will automatically end on the last day of the existing Contract.

c. Notice of Non-Renewal. The parties agree that this Paragraph takes the place of and foregoes the need for the Board to deliver a notice of non-renewal of the Contract. Further, the Superintendent affirmatively waives the April 15th non-renewal deadline and acknowledges that this Paragraph shall have the same force and effect of a formal notice of non-renewal, if the Board votes against extending this Contract.

2. Salary. The salary for the first year shall be \$152,000. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment certificated employees of the District. In addition, the Superintendent shall receive \$2,500 per year if she lives within the Raymond Central School District. That provision shall extend through the first five years, provided the Superintendent remains employed by the Raymond Central School District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than

that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- a. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.
 - 1) Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
 - 2) Carry-over and Accumulation of Vacation Days. Since the Board and the Superintendent agree that periodic vacation is beneficial to "recharge," the Superintendent shall use at least (14) fourteen days of vacation each year. At the end of the contract year the Superintendent will be reimbursed for up to six (6) unused vacation days at the effective daily rate of pay in the amount of \$460/day.
 - 3) Unspecified Leave (Sick/Bereavement/Personal): The Superintendent shall be allowed 10 working days of-unspecified leave each contract year.
 - 4) Carry-over and Accumulation of Unspecified Days. Unused unspecified leave may be carried over from one contract year as sick leave only to the next succeeding contract year to a maximum of 50 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 50, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days.
 - 5) Professional Development Leave. The superintendent shall be allowed 5 working days of professional leave during each contract year.
 - 6) Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.
 - 7) Log. The Superintendent shall maintain a current log of used vacation and unspecified leave days with the Superintendent's secretary.
- b. Health and Dental Insurance. The District shall pay for and provide the Superintendent with family health and single dental insurance for which the Superintendent is qualified for insurance under the District's group insurance plan. To the extent not covered by the District's medical insurance plan, the District shall reimburse the Superintendent for the full cost of a complete annual physical examination at such location and by such physician(s) as selected by the Superintendent with approval of the Board President.
- c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the cost of the Superintendent's annual dues to the Nebraska Council of School Administrators, American Association of School Superintendents, Nebraska Association for Curriculum and Development, and may pay dues to

other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

- d. Transportation Expenses. The Superintendent shall be reimbursed for reasonable expenses incurred in the performance of his duties as Superintendent. The Superintendent shall be reimbursed for mileage within and outside the District, when using a non-district owned vehicle and on District business (this does not apply to travel between home and work.) The Superintendent will provide a log of the miles and complete required District Documentation and the District will reimburse the miles at the rate set annually by the Board for District travel.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- f. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- g. Catastrophic Leave. The Superintendent shall receive 30 days of catastrophic leave (with other administrators to provide 3 days of the 30 days) by combining all remaining leave with the catastrophic leave and not to exceed 45 days. Other administrators will cover during the interim, the duties of the absent administrator. (Adopted by BOE July 19, 2010.)
- h. Tax Deferred Contribution. The Superintendent shall receive a \$10,000 contribution to a tax deferred plan of her choice to be deposited upon the completion of each year of service covered by this contract.

8. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

9. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

10. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year with the District and once during each year thereafter, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

11. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; and (6) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

12. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another Board of Education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until the expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to the provisions of the School Employees' Retirement Act.

14. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in the performance of their respective duties and obligations under this Contract.

15. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

Executed this _____ day of February, 2020. _____ Superintendent	Executed this _____ day of February, 2020. Board of Education of Lancaster County School District 55-0161, a/k/a Raymond Central Public Schools By: _____ President Attest: _____ Secretary
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February 17, 2022

TO: Interested architecture firms

FROM: Raymond Central Public Schools

RE: Request for Letters of Interest for Architecture Services

The Board of Education for Raymond Central Public Schools is interested in evaluating its elementary school facilities, along with other possible school district facilities, as more particularly described on the enclosed Summary sheet (“Project”). The School District has determined to solicit letters of interest (“Letters”) from interested architecture firms to provide initial phase professional services, including needs analysis, master planning assistance, cost estimating, site evaluation, and, if authorized, possible next phase services for design and construction administration.

1. *Scope of Services.* The scope of services to be provided by the selected architect for the Project are set forth in detail in the enclosed AIA Document B101-2017 Standard Form of Agreement, as amended (“Agreement”). The Agreement shall not create a continuing contract for architectural services for future building projects or bond elections. The fee for all professional services under the Agreement shall be negotiated.

2. *Letters Content.* Letters from interested architecture firms in response to this request should contain, at a minimum, the following elements:

A. *Executive Summary.* The Letters should identify the members of your professional team proposed for the scope of the services for the Project, and provide an overview of the relevant experiences and highlighting their approach to meeting the needs of the School District.

B. *Relevant Experience.* The Letters should include a listing of the relevant design and construction projects for school districts that the firm generally has, and the professional team or its individual members specifically have, accomplished with similar concepts and considerations as the Project being considered by the School District.

C. *Project Approach and Schedule.* The Letters should include a specific discussion of the professional team’s approach to the Project as outlined in the Agreement. Please provide a proposed timeline and schedule of meetings and tasks and a professional personnel efforts schedule on the form attached for the development and completion of the study.

D. *References.* The Letters should include a minimum of three (3) current references. The list should include a contact name, address telephone number and e-mail address (if available).

3. *Submission of Letters.* Letters from interested architecture firms must be submitted and received in the office of the Superintendent of Schools, 1800 W. Agnew Road, Raymond, NE 68428, by 2:00 p.m. CST on Thursday, March 3, 2022. Firms submitting Letters must submit five

(5) paper copies and one (1) electronic copy on a USB drive. Letters may be delivered in person, via United States mail, or parcel service; Letters will not be received by facsimile transmission, e-mail, or any other electronic or telephonic means. Only such Letters that have been received by the School District, at the address, time and date listed above, will be considered.

4. *Interviews.* The Board of Education, or delegated subcommittee, anticipates reviewing and evaluating submitted Letters the week of March 7, 2022. The Board of Education, or delegated subcommittee, also may choose to seek additional information from submitting firms or to interview selected finalist firms, which if conducted tentatively will be held the week of March 14, 2022. Selected firms will be notified of the interview times as soon as possible. Each architecture firm asked to interview will have approximately 30 minutes for the interview, with the first 15 minutes reserved for presentation by the firm and the last 15 minutes reserved for questions from the School District interview team. The School District requests that all members of the professional team to be assigned to the School District's Project be in attendance, if possible. Finalist firms should be prepared to answer questions and to clarify and expand upon the submitted Letters.

5. *Evaluation and Selection.* Following review of the Letters and interviews, if any of each firm, the Board of Education, or delegated subcommittee, will evaluate the firms to select the architecture firm who will be most advantageous to the School District and deemed to best serve School District needs requirements. The Board of Education, or delegated subcommittee expects to make a determination of the final candidate on or about March 16, 202, with approval or ratification of the Agreement at the Board of Education's regular meeting on March 16, 2022.

NOTICE: The School District reserves the right (1) to terminate or postpone the Letters of Interest process at any time; (2) to accept or reject any or all Letters of Interest or parts of Letters of Interest; and (3) to waive irregularities and technicalities in Letters of Interest such as shall best serve the requirements and interests of the School District. No contractual rights shall be created between the selected design professional and School District until a written contract has been approved by the School District's Board of Education, or authorized and delegated designee, and executed by all parties thereto.

We look forward to receiving your proposal. Please contact us if you have any questions regarding this request.

Sincerely,

Lynn Johnson
Superintendent of Schools

Enclosures

cc: Board of Education
Derek A. Aldridge, Esq.

SUMMARY SHEET

1. School District Background: Raymond Central is a consolidated public school district incorporating the communities of Davey, Raymond, Agnew, Ceresco and Valparaiso. Two elementary centers, K-5 at Ceresco and K-5 at Valparaiso. RC Jr-Sr High School is a comprehensive 7-12 school that strives to meet the varied needs of a wide range of students who have both agricultural and more urban/suburban backgrounds. The HS site also hosts a 6th grade "Intermediate" transition program which includes departmentalization of curriculum, and the PK program for 3-4 year old students. The elementary school program has been recognized as a US Dept of Education Blue Ribbon School of Excellence and includes some Nebraska "Teacher of the Year" finalists. The secondary program features award winning speech, music, art, FBLA, FFA and SkillsUSA. Our staff provides students strong academic preparation and innovative teaching. Effective learning is a hallmark of Raymond Central Schools evidenced by high academic achievement.

2. School District Facilities: The School District currently has the following school facilities:

A. Jr./Sr. High School. This facility is located at 1800 W. Agnew Road. It consists of 6-12 facility. Students attend this school from the communities of Agnew, Ceresco, Davey, Raymond and Valparaiso. Students also live on farms and acreages surrounding these towns. There are approximately 320 students.

B. Ceresco Elementary School. The facility is located at 114 S. 3rd in Ceresco. It consists of a single section, K-5 school, with approximately 146 students.

C. Valparaiso Elementary School. This facility is located at 406 E. 3rd in Valparaiso. It consists of a single section, K-5 school, with approximately 149 students.

D. Pre-K Center. This facility is located at the school's high school site.

3. Services Scope: The School District is considering evaluating its elementary school attendance centers in anticipation of potential future student population growth. Options the School District may take into consideration include (a) constructing a new, consolidated elementary school facility; (b) adding to and renovating the existing elementary school facilities, (c) any other practical and cost-effective facility solutions.

It is intended that the Architect's services would be in two or more phases. The initial phase of Architect services would include a needs analysis, some level of master planning assistance, cost estimating, and site evaluation. If approved to proceed by the board of education, the Architect's next phase services may include possible design and construction administration services.

4. Schedule: The School District's schedule for the work on the Project is to be determined.

5. Financing and Budget: The School District has not finalized potential financing for any future project, but initially is considering and evaluating a possible lease-purchase. The School District has not determined any budget for a project.

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [] day of [] in the year 2022 (“Effective Date”).
(In words, indicate day, month and year.)

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

Lancaster County School District 55-0161, a/k/a Raymond Central Public Schools
A political subdivision of the State of Nebraska
1800 W. Agnew Road
Raymond, NE 68428

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

[TBD]

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

Raymond Central Public Schools –Pre-financing master planning, needs analysis and cost estimating services and possible post-financing design and construction administration services for a possible new, consolidated elementary school facility to be located at the primary campus

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

See attached Scope of Project Sheet, Appendix "A". Project financing to be determined.

§ 1.1.2 The Project's physical characteristics:

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

See attached Scope of Project Sheet, Appendix "A".

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

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

The total budget for all cost and expenses for the Project, including Cost of the Work, furnishings, fixtures and equipment, Architect's compensation and reimbursable expenses, Construction Manager at Risk (if any) fees and reimbursable expenses, and other Project costs and expenses is to be determined.

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

.1 Design phase milestone dates, if any:

[Insert]

.2 Construction commencement date:

[Insert]

.3 Substantial Completion date or dates:

[Insert]

.4 Other milestone dates:

[Insert dates or "Not Applicable"]

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

Design-Bid-Build, pursuant Neb. Rev. Stat. § 73-101, or Construction Manager at Risk, pursuant to Neb. Rev. Stat. §§ 13-2901 et seq.

§ 1.1.6 [omitted]

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

Lynn Johnson, Superintendent of Schools
Raymond Central Public Schools
1800 W. Agnew Road
Raymond, NE 68428
Tel: 402-785-2615

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

None

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

.1 Geotechnical Engineer:

[Insert, if any]

.2 Civil Engineer:

Not Applicable; see Architect's Basic Services

.3 Other, if any:

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

[Insert or "Not Applicable"]

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

[Insert name and contact information]

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

[Insert, if any, or "On Staff" or "Not Applicable"]

.2 Mechanical Engineer:

[Insert, if any, or "On Staff" or "Not Applicable"]

.3 Electrical Engineer:

[Insert, if any, or "On Staff" or "Not Applicable"]

.4 Civil Engineer Engineer:

[Insert, if any, or "On Staff" or "Not Applicable"]

§ 1.1.11.2 Consultants retained under Supplemental Services:

[Insert, if any, or "On Staff" or "Not Applicable"]

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

[Insert]

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

§ 1.3 The term of this Agreement shall be for a period beginning on the Effective Date and shall continue through the occurrence of one of the following events, whichever occurs first in time:

- .1 The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project.
- .2 The termination of this Agreement according to its terms.
- .3 Forty-eight (48) months from and after the Effective Date, unless otherwise extended by express, written consent of both parties.

§ 1.4 This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this Agreement.

§ 1.5 Any additional services to be provided by the Architect not otherwise identified in this Agreement shall be determined by a separate written agreement or addendum to this Agreement signed by both parties.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate. Policy limits in excess of the Architect's usual and customary limits may be required to be added by a Specific Job endorsement, the premium of which may be covered by the Owner as a reimbursable expense.

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

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

§ 2.5.9 Excess or Umbrella Liability with policy limits of not less than Three Million Dollars (\$ 3,000,000).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.1.7 The Architect shall arrange for and schedule a meeting with all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal and any deputy Fire Marshal with jurisdiction over the Project at the beginning of the Schematic Design, Design Development, and Construction Documents phases of the Architect's Basic Services to conduct a review of utility services (electric, sewer, water, internet, cable TV) and of all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for existing buildings (if applicable to the Project) pursuant to the Codes Compliance Protocol attached hereto as Appendix "B." The Architect shall be responsible to design and prepare plans and specifications for regulations and mandates of such authorities/entities and shall prepare a written Opinion of Probable Cost of the Work to include such code compliance, design standards, and requirements for the specified Project.

§ 3.1.8 **Owner's Approval Not a Waiver.** Approval by the Owner of any plans, studies, designs, specifications, reports, or Instruments of Service furnished by the Architect under this Agreement shall not constitute and shall not in any way be deemed to be a release of the responsibility and liability of the Architect, its agents, employees, and subcontractors, for the adequacy of the Architect's work or for the Instruments of Service, which are to be sufficient for the Owner's intended use and free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by the Owner for any defect in the Instruments of Service prepared by the Architect, its agents, employees, subcontractors, or consultants. The Owner's approval or acceptance of, or payment for, any of the Architect's services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services, including all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures pursuant to the Codes Compliance Protocol.

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

§ 3.2.6 The Architect shall submit to the Owner a written Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.2.1 It is recognized that the Owner has certain obligations under local, state and federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect shall, at appropriate times during the Construction Documents Phase contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services, including:

- .1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of all applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to all building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures.
- .2 Prepare written Opinions of Probable Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.
- .3 At the time of the delivery of the completed Construction Documents for the Project to the Owner, the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshal, and any deputy Fire Marshal, with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the Project. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

§ 3.4.2.2 The Architect shall design for accessibility by persons with disabilities in conformance with the provisions and references in applicable state or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Owner will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Architect with such information.

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

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

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

§ 3.5 Bidding Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

- .1 preparing Bidding Documents for distribution to prospective bidders
- .2 facilitating the distribution of Bidding Documents to prospective bidders, including, requesting the return of Bidding Documents upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.1.4 The Architect shall respond to any Contractor's requests for information (RFI) unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.6.1.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 3.6.1.6 The Architect shall render initial decision on claims, disputes or other matters in question between the Owner and the Contractor as provided in the Contract Document. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall acknowledge the receipt of each Contractor-generated request for information within three (3) working days after receipt by the Architect. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each Contractor request for information (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, but no longer than ten (10) working days after the request for information is received by the Architect. If the request for information processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner.

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

§ 3.6.6.6 Promptly after the Owner receives the Certificate of Substantial Completion from the Architect, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Record Drawings in a form approved by the Owner. The Architect shall also provide the Owner an electronic file of the Record Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted, "Record Drawings."

§ 3.6.6.7 The Architect shall, on behalf of the Owner, review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Upon written request by the Owner, Architect shall participate in Commissioning and Training of Owner's staff on an hourly basis.

§ 3.7 Upon Certificate of Completion, the Architect shall:

- .1 Provide assistance, as requested by the Owner, to obtain from the Contractor any refinement or adjustment to any equipment or system during the Corrective Work period. Corrective Work period shall mean one (1) year from the date of Substantial Completion.
- .2 Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.
- .3 Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect (as Basic Service)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect (as Basic Service)
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (as Basic Service)
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect (as Basic Service)
§ 4.1.1.11 Value analysis	Architect (as Basic Service)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation beyond that required in Section 3.6	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (as Basic Service per § 3.6.6.6)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Architect (as Basic Service per § 3.7)
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided

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

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

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

[Insert]

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations, provided that the Architect fully complied with the Architect's requirements under §§ 3.1.7 and 3.4.2.1 herein;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner after initial bidding;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 [omit]

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, and the Owner shall have no further obligation to compensate the Architect for those services.

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

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

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

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

§ 5.7 [omit]

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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

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

§ 5.11 The Owner shall provide timely written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Construction Documents, provided however that the Owner's failure or omission to do so shall not relieve the Architect of its responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. The Owner shall be entitled to rely on the Architect's Instruments of Service, Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall timely notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include furnishings, fixtures and equipment (FFE), contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does

not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1, and assist with the negotiation of a lower contract price with the Contractor for the Project or the re-bidding of the Project as required by the Owner and/or by law.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a perpetual, world-wide, royalty-free, paid-up, nonexclusive license to use the Architect's Instruments of Service, including all Drawings and Specifications and all electronic source files in whatever format, for any purpose, including the design and/or construction of current or future facility projects of the Owner. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of Instruments of Service other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of any Instruments of Service for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.1.2 The Architect acknowledges that the Owner is a political subdivision of the State of Nebraska, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Nebraska. By entering into this Agreement, the Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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

§ 8.1.3 The Architect and the Owner each hereby expressly reserve the right to claim consequential damages against the other for claims, disputes, or other matters in question, arising out of or relating to this Agreement, including, without limitation, all consequential damages due to either party's termination of this Agreement.

§ 8.1.4 Architect Indemnity

§ 8.1.4.1 **Indemnity / Non-Professional Acts.** The Architect and Architect's consultants shall indemnify, defend and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from any and all third party losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, to the extent caused by the negligent acts, errors or omissions on the part of the Architect, and for patent, copyright or trademark infringement attributable to the Architect's services.

§ 8.1.4.2 **Indemnity / Professional Acts.** The Architect shall indemnify and hold harmless the Owner and all of its board members, officers, administrators, agents, representatives, and employees from and against from any and all third

party losses, damages, liabilities, judgments, or expenses, including reasonable attorneys' fees and expenses, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Owner's consultants, the Architect, and the Architect's consultants, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this § 8.1.4.2 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4.3 The Architect understands and agrees that the indemnification, defense, and hold harmless obligations of this section constitute a continuing obligation on the part of the Architect and survive and are enforceable beyond the term of the contract to the fullest extent permitted by law.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Not Applicable

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

§ 8.3 [omitted]

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums in accordance with this Agreement and such non-payment is not cured within ten (10) calendar days' after receipt by the Owner of written notice from the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's

option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' advance written notice and opportunity for the other party to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 [omit]

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

§ 9.9 Notwithstanding any other provisions of the Contract Documents to the contrary, it is expressly understood and agreed that the legal obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the Owner. In the event the funding for the Project becomes unavailable for any reason, the Owner may terminate this Agreement without cause under the provisions of this Article 9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Nebraska. Mandatory and exclusive jurisdiction and venue for any disputes shall be in state or federal courts in Lancaster County, Nebraska

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

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

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

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

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

§ 10.6.1 Notwithstanding § 10.6, the Architect shall be responsible and liable for any hazardous materials or toxic substances, as defined in AIA A201, that the Architect, by its acts or omissions, introduces, causes, or allows to be introduced to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

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

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

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a public records request, subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. The Owner hereby designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

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

ARTICLE 11 COMPENSATION

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

§ 11.1.1 PRE-FINANCING COMPENSATION

§ 11.1.1.1 For Architect's pre-financing services, Architect shall be compensated on an hourly basis at the applicable hourly rates set forth on Appendix "C" not to exceed the total amount of [TBD].

§ 11.1.1.1 IN THE EVENT THE OWNER DOES NOT ELECT TO PROCEED BEYOND THE PRE-FINANCING SERVICES, THE OWNER MAY TERMINATE THIS AGREEMENT, AND IN SUCH EVENT THE ARCHITECT SHALL RECEIVE AS FINAL PAYMENT THE SUMS DUE UNDER THIS SECTION 11.1.1 PLUS ANY EXPENSES TO BE REIMBURSED AS PROVIDED FOR HEREIN. ARCHITECT SHALL NOT BE ENTITLED TO ANY OTHER FEES OR COMPENSATION.

§ 11.1.2 POST-FINANCING COMPENSATION

Contingent upon approval to proceed by the Owner, Architect's compensation shall be as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Architect's hourly rate schedule, Appendix "C", for hours incurred by the Architect's personnel assigned and working on the Project.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Architect's hourly rate schedule, Appendix "C", for hours incurred by the Architect's personnel assigned and working on the Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect without markup.

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

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. The Architect's final compensation shall be adjusted based on the actual Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Architect's hourly rate schedule, Appendix "C:

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence (but not Architect time);
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents, not otherwise provided or directly paid for by the Owner;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- .13 Reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants with no markup.

§ 11.9 [omit]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed in the preceding month. Payments of undisputed invoice amounts are due and payable by the Owner within forty-five (45) calendar days after receipt by the Owner of the Architect's invoice. If the Owner disputes all or any portion of an invoice of the Architect, the Owner shall give written notice to the Architect within forty-five (45) calendar days of the Owner's receipt of the invoice, stating the amounts and reasons for the dispute. Undisputed amounts unpaid forty-five (45) calendar days after the Owner receives the invoice shall bear interest at the rate of Six percent (6%). Disputed invoice amounts shall not bear any interest.

§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation for the purpose of reimbursing the Owner for any damages or expenses caused by the Architect's negligence or inability to uphold the standard of care, or to offset sums requested by or paid to contractors for the cost of changes in the Work as a result of the Architect's negligence.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times and shall be provided to the Owner upon presentation of the Architect's progress payment applications. Records of all reimbursable expenses shall be kept on a generally recognized accounting basis and shall be available for review to the Owner or its authorized representative during business hours at the Architect's office. Proof of payment of any reimbursable expenses item shall be provided to the Owner with each claim for reimbursement by the Architect.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect will exercise the Architect's professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place on the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance from his or her financial and legal counsel.

§ 12.2 The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contact, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin. The Architect by execution of this agreement certifies that the Architect is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as historically underutilized business subcontractors, and does not discriminate against any employee or applicant for employment or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation.

§ 12.3 The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Owner's property of whatever nature or kind, nor upon any of the land of the Owner, such property being public property belonging to a political subdivision of the State of Nebraska, or upon any funds of Owner.

§ 12.4 It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: (1) make Architect the agent, servant or employee of the Owner; or (2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status.

§ 12.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 12.6 The Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 12.7 Criminal History Record Checks

§ 12.7.1 The Architect shall obtain all criminal history information regarding its "covered employees", as defined below. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended

information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 12.7.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 12.7.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Nebraska Revised Statutes, Chapter 28, Article 3; an offense for which a defendant is required to register as a sex offender under Nebraska law; or an equivalent offense under federal law or the laws of another state.

§ 12.8 The Architect shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements. In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 12.9 The Architect agrees to use the federal immigration verification system to determine the work eligibility status of new employees physically performing services on the Project within the State of Nebraska. The federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. This requirement applies to all subcontractors of the Architect. The Architect shall, by written agreement, require compliance with the federal immigration verification system by all subcontractors. If the Architect is an individual or sole proprietorship, the following applies:

- .1 The Architect must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- .2 If the Architect indicates on such attestation form that he or she is a qualified alien, the Architect agrees to provide the US Citizenship and Immigration Services documentation required to verify the Architect's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- .3 The Architect understands and agrees that lawful presence in the United States is required and the Architect may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

§ 12.10 The Owner does not waive governmental immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns.

§ 12.11 Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that

required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

§ 12.12 The Architect shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner for any purpose. The Architect shall assume sole responsibility for any debts or liabilities that may be incurred by Architect in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement.

§ 12.13 The Architect certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Architect breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the Agreement price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage, or contingency fee.

§ 12.14 Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may attempt to renegotiate the terms affected by the severance.

§ 12.15 The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

§ 12.16 Each of the parties to this Agreement binds its successors and assigns with respect to all covenants of the Agreement. This Agreement may not be assigned without the specific written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall be construed as giving any rights or benefits hereunder to anyone other than parties to this Agreement.

§ 12.17 Notwithstanding any other provision of this Agreement, the Owner agrees that Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Architect under this Agreement, shall not exceed the greater of (1) the amount of Architect's insurance provided under this Agreement, or (2) the amount of Architect's total compensation under this Agreement.

§ 12.18 If, due to the Architect's omission, a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents; provided the Architect will be responsible for paying any increased costs to the Project as a result of the Architect's omissions which are above and beyond the cost the Owner would have had to pay had the omission not occurred. In no event will the Architect be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 [omitted]
- .3 Exhibits:

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

[] Other Exhibits incorporated into this Agreement:

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

<< >>

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

Scope of Project Sheet, Appendix "A"
 Codes Compliance Protocol, Appendix "B"
 Architect's Hourly Rate Schedule, Appendix "C"

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

RAYMOND CENTRAL PUBLIC SCHOOLS, Owner

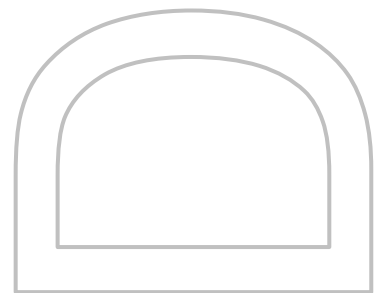
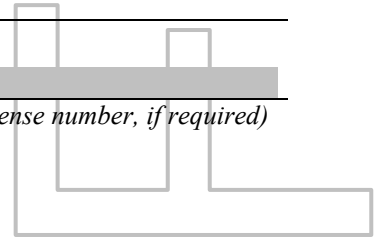
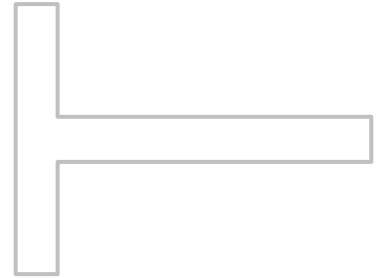
[INSERT], Architect

(Signature)

(Printed name and title)

(Signature)

(Printed name, title, and license number, if required)



Option Enrollment

A. Process and Time Lines to Option In

For a student to attend Raymond Central Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Raymond Central Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

Provisions for Waiver of Application Deadline

The application deadline will be waived by the School Board for applications to option into the Raymond Central Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law, **and for students in grade 9-12 the application must be received prior to the first day of the semester in which they are seeking admittance.** Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

B. Rejection of Applications; Reasons

1. **Capacity**: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. **Timeliness**: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. **Previous Option Enrollment**: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. **Other Reasons**: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Raymond Central Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Raymond Central Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix "1" to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

Provisions for Release

A request for release of a resident student of the Raymond Central Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Raymond Central Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Raymond Central Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The Raymond Central Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Raymond Central Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246
Date of Adoption: July 15, 2013
Date of Revision: July 13, 2016

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

The following members voted against the same: _____. The following members were absent or not voting: _____. The Resolution having been consented to and approved by more than a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this 10th day of February, 2021.

LANCASTER COUNTY SCHOOL DISTRICT 55-0161
a/k/a RAYMOND CENTRAL PUBLIC SCHOOLS

By: _____
President

Attest:

Secretary

Appendix "1" to Option Enrollment Policy

The following is Appendix "1" to Policy 5006 for the 2021-2022 School Year. The Board of Education hereby sets forth the maximum number of option students for the 2021-2022 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has "0" as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	SECTION/BUILDING CAPACITY	PROJECTED ENROLLMENT
Preschool – 3 year old	16	15
Preschool – 4 year old	18	30
Kindergarten	20	42
First	21	49
Second	21	44
Third	22	52
Fourth	23	39
Fifth	23	47
Level I K-5 Speech Only	15	14
Level I & II (PK-5) Multi-categorical	20	31
Level III (PK-5) Elementary Special Education	1	3
PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT
Sixth	70	52
Seventh	70	67
Eighth	70	52
Ninth	70	56
Tenth	70	63
Eleventh	70	46
Twelfth	70	55
Level I 6-12 Speech Only	15	1
Level I & II 6-12 Multi-categorical	70	73
Level III Secondary Special Education	5	10

Adopted:



5T's Lawn Care

2076 County Road B
Ceresco, NE 68017

MOWING QUOTE

PREPARED FOR

CUSTOMER NAME

Raymond Central School District

ITEM	PRICE PER TIME	TOTAL
Ceresco - Mowing, Trimming, Blowing	\$90	\$90
Valparaiso - Mowing, Trimming, Blowing	\$90	\$90

\$180 Total/Week