

REGULAR MONTHLY MEETING OF THE BOARD OF EDUCATION - AGENDA

Alma Public Schools

Monday, December 13, 2021

- A. Call to Order and announce location of Open Meetings Act Poster
 - A.1. Verification of Receipt of Notice, which was published in the Harlan County Journal
 - A.2. Roll of Board Members - Excuse absent board members
 - A.3. Approval of Consent Agenda
 - A.3.a. Minutes from Previous Meetings
 - A.3.b. General Financial Report
 - A.3.c. Activity Financial Report
 - A.4. Review monthly bills submitted
- B. Request to address the Board
- C. Action Items - Discuss, consider, and take all necessary action
 - C.1. to possibly decide whether or not to move forward with a feasibility study of future building and/or new addition projects.
 - C.2. to possibly approve a new mission statement for the school as part of the school improvement process.
 - C.3. to approve renewing the Softball Coop with Southern Valley for the next two years.
 - C.4. to review and approve the 2020-2021 school Audit.
 - C.5. to review and decide whether to hire KPE as an engineer consultant for an HVAC project in the practice gym, locker rooms, and wrestling deck using ESSER dollars.
 - C.6. to review and decide whether to purchase the Boardworks program, an Interactive K-12 Resources to Enhance Teaching & Learning.

- C.7. **to increase the 2022-23 base pay to \$36,300 (an increase of 3.35% total package), to increase pay for unused sick leave to \$50/day (maximum of 10 days after accumulating 55 days). Teachers may use four days per year for personal leave at their discretion. After a teacher has taught in the system for three years, they may carry over 2 days of personal leave to the next year, never to accumulate more than 6 personal days in any given year.**
- C.8. on the consideration of the administrators' contracts.
- C.9. to review the Superintendent's evaluation. Executive Session if needed.
- C.10. to go into executive session to discuss a possible legal action.
- D. Principal's Report
- E. Superintendent's Report: School Board Convention Recap, Board Reorganization @ January Meeting, School Board elections, ESU #11 KSB Mental Health Update – February 9th. Advertisement update
- F. Next Regular Meeting
- G. Adjourn
- H. Discuss, Consider, and take all necessary action to review and approve the 2022-2023 negotiated agreement with the teachers.

THE BOARD OF EDUCATION OF THE ALMA SCHOOL DISTRICT NO. 2 WILL DISCUSS, CONSIDER, OR TAKE ACTION ON ALL ISSUES MENTIONED IN THIS AGENDA.

MINUTES OF THE REGULAR MONTHLY MEETING OF THE BOARD OF
EDUCATION OF ALMA PUBLIC SCHOOLS

A meeting of the Alma Public Schools Board of Education was convened in open and public session on Monday, November 8, 2021, at 7:00 PM in the Library at Alma Public Schools. The roll was called and the following Board members were present: Allen Brugh, Brett Hammond, Randy Heckenlively, Kate Hopkins, Nick Simonson, Samantha Stuhmer.

Notice of the meeting was given in advance by publication and/or posted in accordance with the Board approved method for giving notice of meetings. Notice of this meeting and hearing were given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

A motion was made by Nick Simonson and seconded by Randy Heckenlively to approve the consent agenda items (October meeting minutes and General Financial Report). Activity Fund reports will be sent out once they're prepared. A correction to the September 2021 minutes, recognizing the ATA as the exclusive bargaining unit for non-supervisory certified staff for the 2023-2024 school term. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Samantha Stuhmer: Yea

A motion was made by Brett Hammond and seconded by Kate Hopkins to approve the receipts, expenditures, and payment of claims from the General Fund for \$459,975.93, Lunch Fund for \$21,629.63, and Activity Fund for \$NA. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Samantha Stuhmer: Yea

A motion was made by Nick Simonson and seconded by Brett Hammond to work with Ron Paul of Rasmussen Mechanical Services, hire an engineer, and solicit bids for projected mechanical costs using ESSER III funding and/or the QCPU Funds on a project which will upgrade AHU-1 and AHU-2 (which includes seven zones in the south and west area of the school building). After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Samantha Stuhmer: Yea

A motion was made by Nick Simonson and seconded by Kate Hopkins to dissolve the Cross Country Coop with Southern Valley, effective beginning with the 2022-2023 school term. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett

Hammond: Yea, Randy Heckenlively: Yea, Kate Hopkins: Yea, Nick Simonson: Yea, Samantha Stuhmer: Yea

Negotiations for the 2022-2023 school year were discussed, comparing rates and benefits of other area schools.

Principal Brandyberry reported on Winter Activities and Veteran's Day events. Conditioning began Monday, 11/8/21; practice begins Monday, 11/15/21; we currently have 13 out for wrestling, 15 out for boys' basketball, and 17-19 out for girls' basketball. The Veteran's Day program will be hosted Thursday, 11/11/21, with breakfast at 8:15 and a program at 9:00 AM.

Superintendent Davis outlined the itinerary for School Board Convention, November 17 – 19; reviewed discussion items at the last Classification meeting (football, track, and wrestling); stated he will be contacting sources for a feasibility study in connection with future projects; reviewed the advertising packages available to fund the Projector/Advertising; reminded board members that wish to run for re-election in November 2022 of the filing date; and distributed Covid updates we have received from Perry Law Firm.

The next regular meeting will be December 13, 2021.

President Brugh declared the meeting adjourned at 8:37 PM.

DATED Monday, November 8, 2021

HARLAN COUNTY SCHOOL DISTRICT #2,

a/k/a ALMA PUBLIC SCHOOLS

<u>General/Money Market/Trans Accts</u>	Receipts	Disburse	Total
11/01/2021 General			\$125,895.71
11/01/2021 Money Market			\$473,396.68
11/01/2021 Transaction			\$1,162.44
Furnas County Treasurer	\$3,431.60		
Harlan County Treasurer	\$66,442.89		
City of Alma - liquor licenses	\$1,200.00		
BCBS self-pay (2)	\$2,631.95		
EMC - WC audit	\$620.00		
St of NE - IDEA GMS	\$4,091.00		
St of NE - HAL	\$4,671.00		
St of NE - FEMA	\$14,616.31		
NE Wesleyan Honors Academy	\$1,450.00		
prepaid retiree life insurance	\$116.00		
Oct 2021 State Aid	\$145,537.00		
interest earned - Transaction Acct	\$0.05		
interest earned - MMA	\$39.21		
interest earned - Gen Fund	\$6.80		
TOTAL RECEIPTS	<u>\$244,853.81</u>		\$845,308.64
cks cleared in November		\$449,802.04	\$395,506.60
outstanding checks		\$221.78	\$395,284.82
<u>Certificates of Deposit</u>			\$423,463.70
Balance 11/30/2021			\$818,748.52
<hr/>			
<u>Bldg/Sinking Fund</u>			
Balance 11/01/2021			\$304,922.93
Furnas County Treasurer	\$281.28		
Harlan County Treasurer	\$3,928.76		
interest earned	\$25.02		
Total Receipts	<u>\$4,235.06</u>		
loan payment auto-deduct		\$1,743.45	
FNBO loan (int only) pmt		\$3,819.58	
Balance 11/30/2021			\$303,594.96
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<u>QCPU Fund</u>			
Balance 11/01/2021			\$197,497.90
Furnas County Treasurer	\$93.75		
Harlan County Treasurer	\$1,313.41		
interest earned	\$24.48		
Total Receipts	<u>\$1,431.64</u>		
Balance 11/30/2021			\$198,929.54

Depreciation Fund

Balance 11/01/2021		\$139,712.14
interest earned	\$11.49	
Balance 11/30/2021		\$139,723.63

Lunch Fund

Balance 11/01/2021		\$29,590.10
Total Receipts	\$54,423.91	
cks cleared in November		\$21,629.63
outstanding checks		\$894.47
Balance 11/30/2021		\$61,489.91

Activity Fund

Balance 11/01/2021		\$178,460.56
Receipts posted at bank	\$30,786.56	
cks cleared at bank November		\$9,965.51
outstanding checks		\$2,654.32
Balance 11/30/2021		\$196,627.29

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

12/10/2021 08:47 AM
Function Number

Regular; Processing Month 12/2021; Fund Number 01, 06, 08
Revised Budget Expended During Expenditures to Date
Month

% of Budget Balance at EOM

01	GENERAL FUND					
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,240,395.00	247,871.55	987,191.29	35.50	2,253,203.71
1160	PROVERTY PROGRAMS	230,650.00	14,354.98	133,786.51	58.00	96,863.49
1200	SPED INSTRUCTION SCHOOL AGE	659,800.00	56,087.22	210,237.33	33.62	449,562.67
1291	SP ED INSTRUCTION Age 3-5	4,000.00	0.00	0.00	0.00	4,000.00
1292	SP ED INSTRUCTION Age 0-2	14,000.00	4,658.02	4,658.02	33.27	9,341.98
1300	SUMMER SCHOOL (incl DR ED)	33,660.00	0.00	0.00	0.00	33,660.00
2120	GUIDANCE SERVICES	110,700.00	7,236.40	30,667.78	28.06	80,032.22
2130	HEALTH SERVICES	76,327.00	4,774.74	28,121.44	40.82	48,205.56
2131	HEALTH SERVICES SPED SA	350.00	0.00	0.00	0.00	350.00
2141	PSYCHOLOGICAL SERVICES SpEd SA	114,300.00	8,894.29	35,476.22	31.04	78,823.78
2151	SPEECH PATH/AUDIOLOGY SVCS SpEd SA	151,950.00	17,155.12	40,882.87	27.18	111,067.13
2152	SPEECH PATH/AUDIOLOGY SVCS Age 3-5	3,500.00	1,892.06	1,892.06	54.06	1,607.94
2153	SPEECH PATH/AUDIOLOGY SVCS Age 0-2	1,400.00	827.78	827.78	59.13	572.22
2161	OCCUPATIONAL THERAPY SA	28,000.00	2,236.14	7,160.66	25.57	20,839.34
2162	OCCUPATIONAL THERAPY SPED Age 3-5	1,000.00	1,122.00	1,149.72	115.89	(149.72)
2163	OCCUPATIONAL THERAPY Age 0-2	1,000.00	0.00	66.00	6.60	934.00
2171	PHYSICAL THERAPY SA	1,000.00	191.40	536.88	53.69	463.12
2172	PHYSICAL THERAPY Age 3-5	1,000.00	0.00	0.00	0.00	1,000.00
2173	PHYSICAL THERAPY Age 0-2	1,000.00	49.50	253.00	25.30	747.00
2211	SCHOOL IMPROVEMENT	400.00	0.00	0.00	0.00	400.00
2220	LIBRARY/MEDIA SERVICES	63,200.00	4,338.72	17,373.39	39.99	45,826.61
2224	ED SVCS - CONTRACTED (DIST ED)	2,500.00	0.00	772.20	30.89	1,727.80
2230	TECH RELATED INSTRUCTION	6,725.00	0.00	2,366.50	35.19	4,358.50
2310	BOARD OF EDUCATION	39,000.00	3,429.87	7,126.39	21.68	31,873.61
2320	OFFICE OF THE SUPERINTENDENT	217,450.00	12,072.24	51,377.59	23.89	166,072.41
2330	DISTRICT LEGAL SERVICES	3,500.00	0.00	0.00	0.00	3,500.00
2410	OFFICE OF THE PRINCIPAL	247,375.00	20,841.56	83,842.06	34.10	163,532.94
2490	ACTIVITIES DIRECTOR	6,335.00	606.10	2,344.55	37.01	3,990.45
2510	GENERAL ADMIN-BUSINESS SERVICE	106,200.00	7,211.65	26,558.58	25.01	79,641.42
2570	STAFF TRAINING, IN-SERVICE	1,000.00	0.00	0.00	0.00	1,000.00
2580	ADMIN SUPPORT/MAINT OF TECHNOLOGY	500.00	0.00	0.00	0.00	500.00
2610	OPERATION OF BUILDINGS	735,800.00	33,612.53	173,864.03	27.50	561,935.97
2630	SNOW REMOVAL, GROUNDS MAINTENANCE	28,400.00	967.81	13,163.98	46.35	15,236.02
2670	SAFETY OF STUDENTS/STAFF	12,000.00	490.00	490.00	4.08	11,510.00
2710	STUDENT TRANSPORTATION (DRIVING)	331,605.00	11,772.43	42,403.85	12.79	289,201.15
2730	MAINT VEHICLES (STUDENT TRANS)	52,000.00	4,032.85	33,964.96	65.32	18,035.04
3500	STATE CATEGORICAL PROGRAMS	180,000.00	0.00	0.00	0.00	180,000.00
3535	HIGH ABILITY LEARNERS	8,000.00	0.00	6.18	0.08	7,993.82
5000	LONG TERM DEBT SERVICE	200,000.00	0.00	0.00	0.00	200,000.00
6210	TITLE1, PART A ESSA IMP BASIC PROG (LEA)	89,600.00	6,901.67	27,562.06	30.79	62,037.94
6406	IDEA PRESCHOOL SP ED 3-4	600.00	0.00	0.00	0.00	600.00
6408	IDEA PartB Base EP	75,000.00	0.00	0.00	0.00	75,000.00
6411	IDEA PART B EARLY INTERVENTION	1,950.00	0.00	0.00	0.00	1,950.00
6700	FED VOC TECH - CARL PERKINS	1,100.00	0.00	850.00	77.27	250.00
6990	OTHER FED NONCAT RECEIPTS	35,000.00	0.00	0.00	0.00	35,000.00
9000	NON-PROGRAM EXPENDITURES	0.00	2,151.90	5,059.91	0.00	(5,059.91)
01	GENERAL FUND	7,119,272.00	475,780.53	1,972,033.79	30.76	5,147,238.21

<u>Ck #</u>	<u>Check Date</u>	<u>Entity Name</u>		<u>Amount</u>
2041	11/30/2021	Sears Hometown Store	20.8 cu ft upright freezer	849.99
2047	12/13/2021	ARAMARK	laundry service	121.32
2048	12/13/2021	CASH-WA DISTRIBUTING	foods	1,553.91
2049	12/13/2021	DFA Dairy Brands Corporate, LLC	dairy foods	2,011.62
2050	12/13/2021	HOGELANDS MARKET	foods	1,959.08
2051	12/13/2021	SYSCO LINCOLN	foods	1,395.15
2052	12/13/2021	US Foods, Inc.	foods	2,704.30
		subtotal		<u>10,595.37</u>
		payroll		<u>9,508.47</u>
		TOTAL		<u>20,103.84</u>

December 2021 General Fund

<u>Check Number</u>	<u>Entity Name</u>		<u>Amount</u>
1768	Blue Cross Blue Shield	self-pay	2,631.95
120221	Bosselmann Pump & Pantry	chgs to date	248.42
1221	FIRST STATE BANK - ACH	monthly ACH fee	35.00
31512	ACCESS ELEVATOR & LIFTS, INC.	annual safety test, prev maint	522.00
31513	ALMA SCHOOL LUNCH FUND	Oct, Nov Friday mornings	60.24
31514	C H S / AGRI SERVICE CENTER	charges to date	3,765.29
31515	CITY OF ALMA	gas, water, sewer, trash	5,326.04
31516	DANA F COLE & CO.	monthly 125 plan fee	70.00
31517	DAS STATE ACCTING - CENTRAL FINANCE	interagency billing	259.49
31518	EAKES OFFICE PRODUCTS	maint agreement, staples	2,431.27
31519	ECOLAB PEST ELIM DIVISION	pest control	84.26
31520	EDUCATIONAL SERVICE UNIT #11	1st Qtr Sp Ed billing	21,183.68
31521	EDUCATIONAL SERVICE UNIT 10	deaf education	355.35
31522	FLOWER PATCH	funeral flowers	44.48
31523	FRONTIER	land lines	575.72
31524	HARLAN COUNTY JOURNAL	printing publications	223.85
31525	HOGELANDS MARKET	Nov charges	155.13
31526	HOLDREGE SOFT WATER SERVICE	water softener salt 63 bags	598.50
31527	HOLIDAY INN - KEARNEY	I Frecks AD	109.95
31528	HOLMES PLBG & HTG SUPPLY CO	replacement cartridges	278.41
31529	The Home Depot Pro	custodial supplies	1,108.95
31530	HOMETOWN LEASING	pmt 16 of 58	4,946.08
31531	INSPIRE REHABILITATION, LLC	OT, PT October 2021	3,599.04
31532	LOU'S SPORTING GOODS	heel & lace pads	62.62
31533	MADISON NATIONAL LIFE	prepaid retiree life	11.60
31534	MAIN STREET VARIETY	broom	7.99
31535	MATHESON TRI-GAS, INC.	welding gases	45.85
31536	MENARDS STORE #3200	bits, fogger, nut driver, fans	264.01
31537	NEBRASKA PUBLIC POWER DISTRICT	electricity	3,715.47
31538	PERRY GUTHERY, HAASE & GESSFORD	legal fees	300.00
31539	PRAIRIE HILL LANDFILL - CITY OF HOLDREGE	land fill	7.50
31540	PRO BUILDING SUPPLY, INC	weight room	25.60
31541	RASMUSSEN MECHANICAL SERVICES	pvc fittings (air handler in gym	334.23
31542	RICHMAN, INC	aerate football, practice fields	967.81
31543	S & W AUTO PARTS, INC	air hose repair, fuel additive	111.66
31544	SPORT SAFE Testing Service, Inc.	random substance panel (14)	490.00
31545	TIME MANAGEMENT SYSTEMS	annual support contract	1,476.45
31546	TRIBE MOTOR CO	align, balance '18 Chev Exp	227.00
31547	TRUSTWORTHY HARDWARE	Ptrap, graphite, bulbs, paint, v	41.35
31548	U.S.CELLULAR	Bruce's cell phone	81.82
31549	US BANK	current charges	2,970.76
31550	WHITE'S AUTO GLASS	14 bus (side glass)	156.92
31551	PYRAMID SCHOOL PRODUCTS	coop order items rec'd late	184.91
			<u>60,096.65</u>
		PAYROLL	<u>415,683.88</u>
			<u><u>475,780.53</u></u>

ALMA

ADAPT

LEARN

MOTIVATE

ACHIEVE

MISSION STATEMENT

ALMA: Providing quality educational opportunities to
Adapt, Learn, Motivate, & Achieve



Jon Davis – Superintendent
Alma Public Schools
515 Jewel St.
Alma, Ne, 68920

Dec 3 2021

Dear Mr. Davis,

KPE (CONSULTANT) is pleased to present this agreement for professional engineering services to Alma Public Schools (CLIENT) for the new chiller and make up air unit.

Scope of Services

CONSULTANT shall provide professional services for the attached Exhibit A (Scope of Services).

Personnel

Chad Liechti, will serve as the Project Manager. CONSULTANT'S staff of engineers will perform the agreed upon Scope of Services.

Compensation

CONSULTANT shall provide professional services as identified in the Scope of Services for a Lump Sum of \$23,000.

CONSULTANT will provide Additional Services as identified in the Scope of Work (Exhibit A) upon CLIENT'S request and receipt of your written authorization. Additional Services will be charged on an hourly basis in accordance with CONSULTANT'S standard hourly rate schedule, which is provided upon request.

Terms and Conditions

This agreement consists of this proposal letter, the attached Scope of Services labeled as Exhibit A and the attached General Provisions labeled as Exhibit B. This proposal is valid for 45 days.

Please confirm your acceptance of this agreement by signing below, and returning one original signed copy to CONSULTANT'S Omaha office.

KPE Engineers - CONSULTANT

Chad Liechti, Mgr Acct Relations/Associate Principal

Alma Public Schools - CLIENT

Date of Acceptance

The contract is for providing professional engineering services for the referenced project. The project is located at Alma Public Schools and consists of a chiller replacement for the school and a MAU unit.

I. Scope of Work – Specific

1. Field verification of existing mechanical and electrical conditions and equipment.
2. Mechanical
 - a. Design for replacing DX cooling unit with new chilled water system.
 - Chiller to be in same location as existing.
 - Chiller to match existing chiller's tonnage.
 - Chiller to serve two (2) new coils.
 - b. Design new remote bundle and piping for chiller.
 - c. Design new make-up air unit that serves the lockerooms.
3. Electrical
 - a. Design of disconnection of existing air handling unit.
 - b. Design power connections to new air handling unit.
4. The mechanical & plumbing construction documents shall be stamped by a Nebraska Licensed Engineer
5. Provide Bid Set of Drawings for owner to submit to city.
 - a. 24"X36" drawings.
 - b. Book Specifications
6. Meetings/Site Visits
 - a. Field investigation visit to document existing conditions.
 - b. One (1) Pre-Bid Meeting
 - c. One (1) Pre-Construction Meeting
 - d. Two (2) Construction Meetings
 - e. One (1) Punch List Site Visit
7. Construction Administration
 - a. Change order review and cost checking.
 - b. Request for Payment review and certification processing.
 - c. Shop Drawing review
 - d. Clarification and schematic documentation to contractors during construction.
 - e. Punch List

II. Clarifications to Scope of Work

1. Services contingent upon receiving electronic backgrounds with equipment layout and equipment lists from architect/owner.
 - a. List of existing and new equipment with plumbing requirements. Additional work during site visit is necessary if this cannot be provided.
2. Design of Project alternates are additional services at KPE's standard hourly rates.
3. Additional Specification and Drawing reproduction at time and material costs.
4. All work shall be within 5 feet of the building perimeter.

III. Other Potentially Required Services (Not included in scope of work)

1. Fire Protection Design
2. Additional Site visits.
3. Additional meetings.
4. Specialty Systems – Data, Telecomm, Security, Access Control, A/V, etc.

5. Permits and special plan review fees from local and state entities to authority having jurisdiction obtained and submitted by others and/or specified in the construction documents. Permit fees are to be paid by contractor.
6. Any potential utility fees associated with the project paid by others.
7. Special inspections required by local and state building codes. These inspections are usually third party inspections which are paid for by the building owner.
8. Other services not identified in Scope of Work above.

This is an exhibit attached to and made part of the letter agreement dated **Dec 3 2021** between: **Alma Public Schools** (CLIENT) and **KPE –Consulting Engineers, Inc. (KPE)** (CONSULTANT). The General Provisions agreed to by CONSULTANT AND CLIENT are as follows:

Ownership of Instruments of Service: All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT, as instruments of service shall remain property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project: however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S sub consultants.

CADD/Electronic Files: In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

Termination of Agreement: This agreement or any portion thereof, may be terminated by either party upon 7 days written notice to the other party. In event such Notice of Termination shall be given, full payment of General Consulting Engineering for work performed prior to the date of termination shall be made to CONSULTANT within 30 days after the date of termination.

Plan Revisions: If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensations for such changes. Fees for these changes will be computed on an hourly basis using the CONSULTANT'S rate schedule.

Successors and Assigns: Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

Limitation of Liability: The CLIENT agrees to limit the CONSULTANT'S liability to all parties on the project (excluding only the CONSULTANT'S negligent professional acts, errors or omissions), such that the total aggregate liability of the CONSULTANT shall not exceed the CONSULTANT'S total fee for services rendered under this contract, or \$20,000.00 whichever is greater.

Opinion of Probable Construction Cost: Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

Contractor's Work: That the CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the CONSULTANT shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

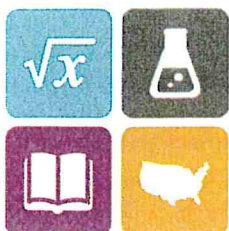
Jobsite Safety: That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the client's contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

Hazardous Materials: That the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials.

Mediation: Any claims or disputes under this agreement shall be submitted to non-binding mediation.

Payment: CONSULTANT will bill you monthly for services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to CONSULTANT upon receipt of invoice. Invoicing shall occur no more frequently than monthly intervals. A service charge of one and one-half percent per month will be added to amounts outstanding after 30 days. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

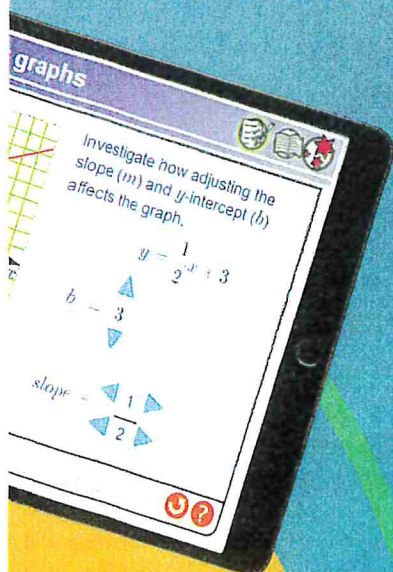
ONE TIME
PURCHASE!



boardworks

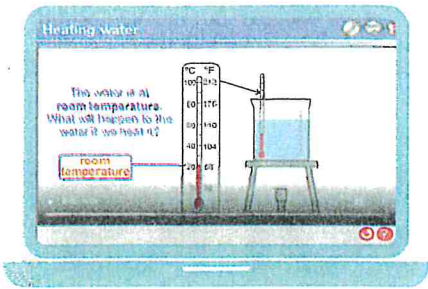
Interactive K-12 Resources to
Enhance Teaching & Learning

Empower Teachers.
Engage Students.
Enhance Learning.



Empower Teachers To Engage Students

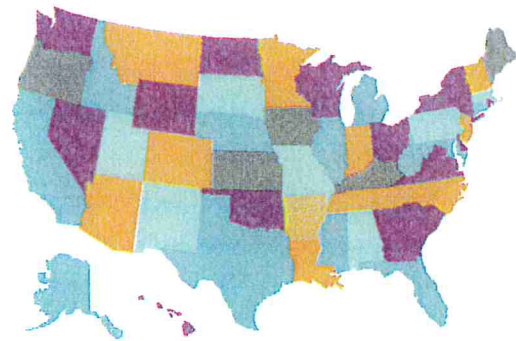
Anywhere, Anytime Access For Seamless Blended Learning



- Support your teachers and students with thousands of high-quality animations and interactive activities designed to engage learners across all blended learning environments.
- Ideal standards based content to seamlessly transition between in class or remote instruction, synchronous or asynchronous teaching, as well as whole class, small group or student led learning.
- Web enabled platform works on all devices for anywhere, anytime access. Offline options also available for those areas without internet services.

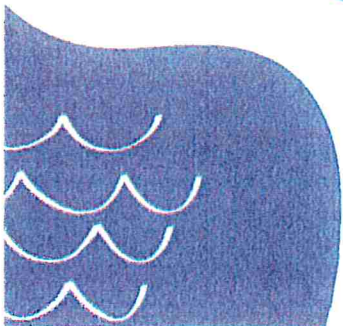
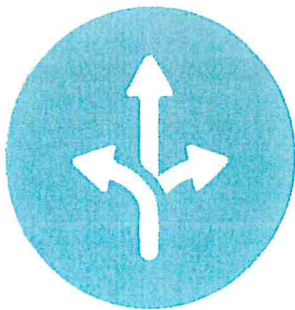
Mapped To State Standards

- Mapped to state learning standards to ensure rigor, ease-of-use, and consistency across the school or district.
- Serves as a supplemental resource, compatible with existing curriculum and lesson plans.
- Easy-to-use interactive menus link each presentation to the appropriate standard.

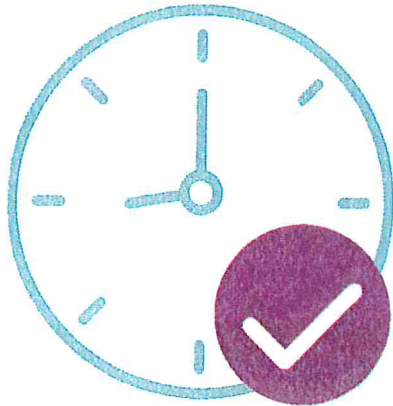


Flexible For Differentiation & Personalized Learning

- Editability enables differentiation, offering teachers the freedom to add, delete, or reorder activities, and insert new multimedia according to student needs, including:
 - Special education and mixed ability learners
 - Gifted and talented students
 - English language learners
 - RTI, remediation, alternative or summer school

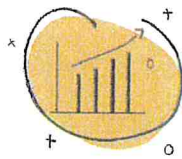


Across All Educational Environments



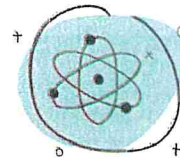
Time-Saving & Ready-to-Teach

- Supplemental content created by teachers, for teachers, to ensure ease-of-use and seamless integration with existing lesson plans and other complimentary resources.
- Contains thousands of customizable and high-quality, ready-prepared interactive activities that save teachers countless hours of preparation time.
- Intuitive platform empowers all teacher to embed interactive content into their in class or virtual lessons, increasing student engagement and providing a more consistent and equitable learning experience.



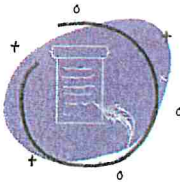
Boardworks Math

Illustrate abstract mathematical concepts with Elementary School Math, Middle School Math, High School Algebra I & II, & Geometry



Boardworks Science

Explore the scientific world with Elementary School Science, Middle School Science, High School Biology, Chemistry, Physics, and Earth Science.



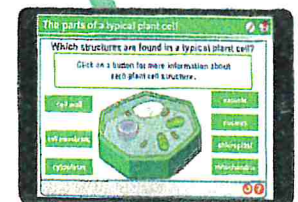
Boardworks History

Bring historical events to life with Middle School History, U.S. History, and World History.



Boardworks ELA

Spark a curiosity for reading and writing with Elementary, Middle & High School ELA.



"Boardworks is easy-to-use, editable, crisp, clean, and creates an immersive experience for students. With Boardworks, all teachers automatically have curriculum content that is interactive and technology-based, no matter their subject area. This great tool, takes a burden off teachers' plates for once."

Dr. Richard Hughes,
NYSCATE Superintendent of the Year

**ONE TIME
PURCHASE!**

Products & Pricing

Boardworks resources are provided with a school or district wide lifetime license.

All purchases have a required annual technology fee to cover hosting, updates and analytics that is equal to 10% of your purchase price.

District bundle pricing is available, including whole-staff introductory PD.

Elementary School		Band 1 (0-199 students enrolled)	Band 2 (200-499 students enrolled)	Band 3 (500+ students enrolled)
Science	Elementary School Science	\$1,499	\$1,999	\$2,499
Math	Elementary School Math	\$1,499	\$1,999	\$2,499
English	Elementary School English	\$1,499	\$1,999	\$2,499
Middle School		Band 1 (0-299 students enrolled)	Band 2 (300-599 students enrolled)	Band 3 (600+ students enrolled)
Science	Middle School Science	\$1,999	\$2,499	\$2,999
Math	Middle School Math	\$1,999	\$2,499	\$2,999
History	Middle School History	\$1,999	\$2,499	\$2,999
English	Middle School ELA	\$1,999	\$2,499	\$2,999
	Grammar & Skills Toolkit	\$1,999	\$2,499	\$2,999
High School		Band 1 (0-499 students enrolled)	Band 2 (500-999 students enrolled)	Band 3 (1000+ students enrolled)
Science	High School Biology	\$1,999	\$2,499	\$2,999
	High School Chemistry	\$1,999	\$2,499	\$2,999
	High School Physics	\$1,999	\$2,499	\$2,999
	High School Earth Science	\$1,999	\$2,499	\$2,999
Math	High School Algebra I	\$1,999	\$2,499	\$2,999
	High School Algebra II	\$1,999	\$2,499	\$2,999
	High School Geometry	\$1,999	\$2,499	\$2,999
History	High School U.S. History	\$1,999	\$2,499	\$2,999
	High School World History	\$1,999	\$2,499	\$2,999
English	High School ELA	\$1,999	\$2,499	\$2,999

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