

## **Board of Education Regular Meeting**

Tuesday, November 10, 2015 6:00 PM

Conference Room  
520 East 9th Street  
Imperial, NE 69033

Attendance Taken at 6:00 PM.

Thomas Gaschler: Present

Karl Meeske: Present

Jeff Olsen: Present

Willy O'Neil: Present

Dan Reeves: Absent

Gregg Smith: Present

Penny Strand: Present

Sheila Stromberger: Present

Steve Wallin: Present

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Approval of Minutes

V. Approval of Financial Report

VI. Public Comment

**VII. Reports**

1. Activity Director

2. Principals

3. Student Board Member

4. Superintendent

**VIII. Action Items**

1. Take all necessary action to approve the 2015-16 technology plan

2. Take all necessary action to approve appointments and resignations

3. Take all necessary action to approve the 2015-16 Early Resignation Incentive Program

4. Take all necessary action to approve snow removal bid from Jason Anderson.
5. Take all necessary action to approve Viaero Wireless booster placement.
6. Take all necessary action to approve the \$34,375 bond payment.
7. Take all necessary action to approve Crystal Peterson and Jill Mays as signatories at FBT, Adams Bank and Pinnacle Bank.

#### **IX. Discussion Items**

1. Goal setting
2. AYP and Title I Plan
3. Executive Session to discuss negotiations.
4. Architect
5. Testing Summary


#### **X. Adjourn**

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Board President

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Board Secretary

A close-up, slightly angled view of the American flag, showing the blue field with white stars and the red and white stripes. The flag is positioned on the left side of the image, partially overlapping a light blue background.

I pledge allegiance to the flag  
of the United States of America  
and to the Republic  
for which it stands,  
one Nation under God,  
indivisible, with liberty  
and justice for all.

**Board of Education Regular Meeting** October 13, 2015 6:00 PM Conference Room  
**Attendance Taken at 6:00 PM:** Present Board Members: Karl Meeske, Willy O'Neil, Jeff Olsen, Gregg Smith, Penny Strand, Sheila Stromberger, Steve Wallin Absent Board Members: Thomas Gaschler Updated Attendance: Dan Reeves was updated to present at: 7:30 PM

#### **I. Call to Order**

**II. Approval of Agenda Motion Passed:** Motion to approve the agenda as presented passed with a motion by Karl Meeske and a second by Willy O'Neil. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves-Absent, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

**III. Approval of Minutes Motion Passed:** Motion to approve the minutes as presented passed with a motion by Sheila Stromberger and a second by Gregg Smith. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves-Absent, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

#### **IV. Approval of Financial Report**

**Motion Passed:** Motion to approve the financial report as presented in the amount of \$522,361.61 passed with a motion by Karl Meeske and a second by Gregg Smith. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves-Absent, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

**V. Public Comment Discussion:** Several parents were present to discuss the CCS softball program.

#### **VI. Reports**

**VI.A. Activity Director Discussion:** Mr. Hauxwell's attached report noted Cross Country Districts will be in Grant on Thursday with Perkins County hosting. SPVA Volleyball Tournament is Saturday October 17<sup>th</sup> in Ogallala at the new Prairie View Gym, utilizing an SPVA central location. Chase County as #1 seed will have a bye the first round and play the winner of North Platte St. Pats and Hershey at 11:30 AM. Scheduling of lower level games continues to be a challenge as enrollment numbers drop at surrounding schools. We have had two Junior Varsity Football games cancelled due to injuries. (Holyoke, CO and Hershey) We have also missed out on opportunities for C-Team Volleyball as other teams are low in numbers. We will make up the JV Football game with Hershey on Monday, October 19<sup>th</sup> at 5:30 PM. We are just trying to find opportunities for the younger athletes to play. In addition, another big challenge at this time is finding bus drivers for the number of trips we send out. Mr. Hauxwell noted Dir of Transportation, Rex Felker is doing a great job helping keep things lined out. JH and HS Wrestling will be utilizing the old 4-H Building at the fair grounds for practice. We are thankful and appreciate the opportunity to use this facility. Matt Vlasin will have 16 Junior High wrestlers and they will begin this Thursday October 15<sup>th</sup>.

**VI.B. Principals Discussion:** Both Principals are presently at PT conferences. Odens noted she has observed approximately half of her elementary staff with remaining to be done in November. Odens highlighted Mrs. Jodi Schuller was awarded Heart Assoc. Coordinator of the Year. Grades 2-11 have completed MAPS, and results will be relayed with parents during conferences. During fire safety week, local firefighters presented. Lastly, Odens noted on Wed 10/21, 4<sup>th</sup> grade will be at Perkins County Health Day and several staff will be attending a behavioral conference next week as well. Principal Scheel's report gave a brief summary of his observance and evaluation process. Positive Behavior Intervention will be implemented in the short-term. Professional Learning time has focused on classroom mgmnt., managing responses and student engagement, including video recording of themselves. Lastly, approximately 8 hispanic/latino students will attend a Leadership Summit the end of this month.

**VI.C. Student Board Member** Discussion: Michael Musgrove just wanted to express concerns with HS parking lot prior to the weather changing. Supt. Lefdal noted lot will be drug on Friday.

**VI.D. Superintendent** Discussion: Board member Smith inquired as to the co-teaching scenario to which Supt. Lefdal noted is going incredibly well with no concerns noted.

**VI.D.1. Superintendent Evaluation**

**VI.D.2. Testing Report** Discussion: MAPS assessment results indicate strong elementary performance with some drop off in middle & high school levels, that will be addressed. The State of Schools report is embargoed until Friday, however, Supt. Lefdal noted upon preliminary review, there will be strong highlights in AYP report.

**VI.D.3. Playground issues** Discussion: Old playground structures are being revisited including moving all recesses to the west playground as we look to invest in new equipment. In addition, we will explore grants and potential city sale tax dollars to assist with the cost.

**VI.D.4. Superintendent Happenings** Rationale: Supt. Lefdal has been working and completing CDC Reports- HAL, Human Res. Contact, Supt Transparency Act, Elem Site Allow, Summer school, Assessed Val., PK Instructional, non-cert staff, teacher/principal evaluation, two-year adjustments, and student growth. Staff Reporting-Submitted and modified LEP/Poverty Plans approved. Reviewed SOSR- Available October 16th for release. Working in Negotiations Software from NASB-will meet with Negotiations team soon. EBA (Evidenced Based Analysis) and Rule 10 Assurance. Lastly, Supt. Lefdal has been looking at dates for parent meetings/ working with area employees as well as coordinating reaching out to surrounding districts and colleges for sharing and other opportunities. Other items mentioned were as follows:

**VI.D.5. Alicap Training and Suicide Prevention Training**

**VI.D.6. Enrollment Numbers**

**VI.D.7. Interesting Reading**

**VI.D.8. Chat with Jo Leyland discussion**

**VI.D.9. Perkins Audit**

**VI.D.10. Trane Update**

**VI.D.11. 7th grade field trip**

**VI.D.12. Christmas Party Ideas**

**VI.D.13. Negotiations and New Software** Discussion: First meeting October 22.

**VI.D.14. State of the Schools Report** Discussion: Letter of explanation will be sent out to all patrons.

**VII. Action Items**

**VII.A. Take all necessary action to approve resignations and appointments.**

Rationale:Jill Mays- Accounts payable (Hire), Amanda Kimble-Cheerleading (Hire), Jeri Johnson-Para (Hire), Jordan Martinez- Para (Resignation), Tyler Blitz -Maintenance (Hire) **Motion Passed:** Motion to approve resignations and appointments as listed passed with a motion by Gregg Smith and a second by Karl Meeske. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves -Absent, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

**VII.B. Appoint NASB Delegate. Motion Passed:** Motion made to approve Tom Gaschler passed with a motion by Gregg Smith and a second by Willy O'Neil. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves -Absent, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

**VII.C. Take all necessary action to approve the 2015-16 multicultural report.**

**Motion Passed:** Motion made to approve the 2015-16 multicultural report passed with a motion by Gregg Smith and a second by Willy O'Neil. Thomas Gaschler-Absent, Karl Meeske-Yes, Willy O'Neil-Yes, Jeff Olsen-Yes, Dan Reeves -Yes, Gregg Smith-Yes, Penny Strand-Yes, Sheila Stromberger-Yes, Steve Wallin-Yes

**VIII. Discussion Items**

**VIII.A. Financial Audit** Discussion: Fieldwork completed Oct 1 & 2. Went well with no major issues. Minor follow remaining.

**VIII.B. Board Retreat and Goals** Discussion: Review the summary with the intent to establish goals next month.

**VIII.C. Feasibility Study** Discussion: Based upon the initial review, Supt. Lefdal noted a few items the facility has considered would still be outside of the scope of the attached assessment, however, the prices in the attached assessment seem high but are also broad at this point. The Board will need to tailor and prioritize based upon budget limitations.

**IX. Adjourn** Discussion: Meeting was adjourned at 8:06 PM.

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Board President

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Board Secretary

# Check Summary

Sorted by Activity ID, Site ID.  
From 09/01/2015 to 10/31/2015.

Activity ID Site ID	Activity Name Site Name					
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Amount
<b>1500</b>	<b>CHEERLEADERS</b>					
Chase NE		Chase County Schools				
6890	Printed	09/28/2015	Platinum T-Shirt and Embroidery	01218		75.00
6929	Printed	10/15/2015	Varsity Spirit Fashions	01290	Brittany's unifor	171.90
6929	Printed	10/15/2015	Varsity Spirit Fashions	01271		470.80
6929	Printed	10/15/2015	Varsity Spirit Fashions	01261		1,675.33
6929	Printed	10/15/2015	Varsity Spirit Fashions	01312	service fee to PO#1261	50.26
6930	Printed	10/15/2015	Java Joes Fundraising	01289	coffee sales	1,016.25
6930	Printed	10/15/2015	Java Joes Fundraising	01291	Macy's coffee order	177.25
6930	Printed	10/15/2015	Java Joes Fundraising	01313	Add'l charges to PO's #1289 &1291	8.00
<b>Total:</b>						<b>\$ 3,644.79</b>
<b>1600</b>	<b>FCCLA</b>					
Chase NE		Chase County Schools				
6844	Printed	09/01/2015	Cash-Wa Distributing	01198	Strawberries for Smoothies	72.14
6860	Printed	09/04/2015	Nebraska FCCLA	01227	Nebraska FCCLA Leadership Workshop	140.00
6866	Printed	09/14/2015	Cash-Wa Distributing	01235	Fruit for Smoothies	174.34
6922	Printed	10/15/2015	Cash-Wa Distributing	01275	Strawberries for Smoothies	32.57
6949	Printed	10/27/2015	Cash-Wa Distributing	01323	Strawberries	72.14
<b>Total:</b>						<b>\$ 491.19</b>
<b>1700</b>	<b>FFA</b>					
Chase NE		Chase County Schools				
6862	Printed	09/14/2015	Nebraska FFA Association	01229	National CDE	35.00
6863	Printed	09/14/2015	U.S. Bank	01230	National FFA Plane Tickets	5,656.00
6867	Printed	09/14/2015	National FFA Organization	01237	Convention Registration	1,600.00
6891	Printed	09/28/2015	Country Meats	01217	Meat sticks	534.00
6893	Printed	09/28/2015	North Platte NRD	01262	State Range Judging Entry Fee	75.00
6894	Printed	09/28/2015	National FFA Organization	01265	FFA Jackets	630.00
6895	Printed	09/29/2015	Nebraska Extension in Dundy County	01267		104.00
6911	Printed	10/02/2015	Nebraska FFA Association	01281	FFA Dues	882.00
6913	Printed	10/07/2015	Tyler David Oxford	01284	Flight tickets FFA	508.20
6924	Printed	10/15/2015	Rixstine Recognition	01274	FFA Walnut Plaques	150.00
6931	Printed	10/15/2015	Derek Schilke	01316	Mallory Coleman FFA Flight tickets	508.20
6941	Printed	10/22/2015	Lisa Schilke	01324	DEREK FFA FLIGHT TICKETS	537.70
6942	Printed	10/26/2015	KENTUCKY DERBY MUSEUM	01326	FFA Admission	140.00
6946	Printed	10/27/2015	Southern Valley	01328	Livestock judging	130.00
6947	Printed	10/27/2015	Rixstine Recognition	01325	freight that wasn't included on previous P.O.	17.12
<b>Total:</b>						<b>\$ 11,507.22</b>

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Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Description	Amount
<b>2100</b>	<b>STUDENT COUNCIL</b>						
Chase NE	Chase County Schools						
6842	Printed	09/01/2015	Pepsi Cola	01201			638.62
6877	Printed	09/18/2015	Night Sounds	01248			550.00
6934	Printed	10/15/2015	Added Touch	01309	Homecoming Flowers		133.45
6936	Printed	10/15/2015	Pepsi-Cola	01307	Pop for pop machines		604.30
<b>Total:</b>							<b>\$ 1,926.37</b>
<b>2110</b>	<b>Gladys B Smith &amp; Les Smith Scholarship Fund</b>						
Chase NE	Chase County Schools						
6896	Printed	09/29/2015	Financial Aid Office	01269			500.00
<b>Total:</b>							<b>\$ 500.00</b>
<b>2200</b>	<b>FBLA</b>						
Chase NE	Chase County Schools						
6864	Printed	09/14/2015	Nebraska FBLA	01232			275.00
6874	Printed	09/15/2015	Susie's Creative Stitches	01231			580.00
6881	Printed	09/22/2015	Susie's Creative Stitches	01255	6 Standard Chairs, 6 names		282.00
6890	Printed	09/28/2015	Platinum T-Shirt and Embroidery	01220	2 Officer Polo's		40.45
6923	Printed	10/15/2015	Susie's Creative Stitches	01268			12.00
6925	Printed	10/15/2015	FBLA-PBL, Inc.	01288	FBLA dues		180.00
6948	Printed	10/27/2015	Platinum T-Shirt and Embroidery	01322	20 Member T-shirts		230.00
<b>Total:</b>							<b>\$ 1,599.45</b>
<b>2700</b>	<b>TECHNOLOGY</b>						
Chase NE	Chase County Schools						
6876	Printed	09/15/2015	Laura Co'	01245			25.00
<b>Total:</b>							<b>\$ 25.00</b>
<b>2800</b>	<b>Elementary Activity Fund</b>						
Chase NE	Chase County Schools						
6854	Printed	09/04/2015	Pizza Hut	01104	AR Pizza Party		48.46
<b>Total:</b>							<b>\$ 48.46</b>
<b>3100</b>	<b>CCHS ATHLETICS</b>						
Chase NE	Chase County Schools						
6850	Printed	09/01/2015	Imperial Republican	01212	Coaching Positions		38.20
6943	Printed	10/27/2015	NSIAAA	01331	NSIAAA		210.00
<b>Total:</b>							<b>\$ 248.20</b>

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Activity ID Site ID	Activity Name Site Name					
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Description	Amount
<b>3101</b>	<b>CCHS SOFTBALL</b>					
Chase NE	Chase County Schools					
6846	Printed	09/01/2015	Rick Loos	01208	VSB Double Header 9/1/15	275.00
6855	Printed	09/04/2015	Bill Christensen	01222	Umpire	100.00
6857	Printed	09/04/2015	Steve Quigley	01221	JV & V Softball 9/4 w/Perry, OK 4:00 PM	175.00
6859	Printed	09/04/2015	Wauneta Roller Mills	01226	flour for field	105.00
6861	Printed	09/08/2015	Rick Loos	01228	HS JV SB Double Header vs. Wray 9/8/15	275.00
6868	Printed	09/14/2015	Grand Island NorthWest	01240	HS SB Tourn. @ GI Northwest 9/19/15	100.00
6870	Printed	09/14/2015	Scottsbluff High School	01238	HS SB Tourn. @ Scottsbluff 9/11-12/15	150.00
6871	Printed	09/14/2015	Rick Loos	01243	HS SB w/Gering Double Header 9/18/15	275.00
6872	Printed	09/14/2015	Steve Quigley	01242	HS SB w/Chadron 9/18/15	175.00
6884	Printed	09/22/2015	Paul Simonton	01256	HS SB w/Scottsbluff 9/26/15	200.00
6885	Printed	09/22/2015	Darcy Rambali	01257	HS SB w/Scottsbluff 9/26/15	160.00
6888	Printed	09/28/2015	Daniel Miller	01266	McCook JV Softball	275.00
6910	Printed	10/02/2015	Gothenburg High School	01280	HS SB Double Header @ Ogallala 9/24/15	92.75
6912	Printed	10/07/2015	Cozad High School	01285	District Softball Shirts (21)	273.00
6921	Printed	10/15/2015	Imperial Republican	01303	Fall sports poster/calendars	49.14
6933	Printed	10/15/2015	Wauneta Roller Mills	01314	flour for softball field	48.50
<b>Total:</b>						<b>\$ 2,728.39</b>
<b>3102</b>	<b>CCHS FOOTBALL</b>					
Chase NE	Chase County Schools					
6849	Printed	09/01/2015	Dale Fornander	01211	HS VFB w/Bridgeport 9/4/15	400.00
6851	Printed	09/01/2015	Harco Athletic Reconditioning	01213	FB Gear Maintenance	360.83
6853	Printed	09/01/2015	Prairie State Communications, Inc.	01215	Headsets for FB	314.75
6873	Printed	09/14/2015	Gerald Utterback	01244		450.00
6889	Printed	09/28/2015	X Grain	01224		1,155.00
6918	Printed	10/09/2015	Darren Esch	01292	HS FB w/Chadron 10/9/15	400.00
6921	Printed	10/15/2015	Imperial Republican	01303	Fall sports poster/calendars	49.14
6927	Printed	10/15/2015	J & H Athletic	01302	Helmet for Tomky	105.00
6938	Printed	10/20/2015	Bob Allberry	01319	HS FB w/Mitchell 10/20/15	500.00
<b>Total:</b>						<b>\$ 3,734.72</b>
<b>3103</b>	<b>CCHS VOLLEYBALL</b>					
Chase NE	Chase County Schools					
6848	Printed	09/01/2015	Lexington High School	01210	V VB at Lexington Invite 9/5/15	60.00
6852	Printed	09/01/2015	Janell Beveridge	01214	Volleyball Officials	337.00
6869	Printed	09/14/2015	McCook High School	01241	HS VB McCook Tour. 9/19/15	75.00
6879	Printed	09/22/2015	Sutherland Public Schools	01253	HS VB Tourn. @ Sutherland 9/26/15	50.00
6882	Printed	09/22/2015	Scott Johnson	01251	HS VB w/Sidney 9/22/15	245.00
6909	Printed	10/02/2015	McCook High School	01279	HS VB/Axtell Gym Fee	50.00
6919	Printed	10/13/2015	Brionne Griffin	01305	HS VB w/Kimball 10/13/15	135.00
6920	Printed	10/13/2015	Denise Johnson	01304	HS VB w/Kimball 10/13/15	165.00
6921	Printed	10/15/2015	Imperial Republican	01303	Fall sports poster/calendars	49.14
6937	Printed	10/20/2015	Denise Johnson	01318	HS VB w/Hershey 10/20/15	300.00
6944	Printed	10/27/2015	Nebraska School Activities Association	01330	2015 State Volleyball Championship Tickets	61.00
<b>Total:</b>						<b>\$ 1,527.14</b>

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Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Description	Amount
<b>3104</b>	<b>CCHS X COUNTRY</b>						
Chase NE	Chase County Schools						
6847	Printed	09/01/2015	Cambridge Public Schools	01209	XC at Cambridge 9/4/15	60.00	
6869	Printed	09/14/2015	McCook High School	01239	JH/HS XC @ McCook 9/17/15	60.00	
6878	Printed	09/22/2015	UNK HS Cross Country Meet	01254	HS XC B/G Teams @ UNK 9/28/15	164.00	
6880	Printed	09/22/2015	Dundy County - Stratton Public Schools	01252	HS XC @ DCS 9/24/15	60.00	
6921	Printed	10/15/2015	Imperial Republican	01303	Fall sports poster/calendars	49.14	
6926	Printed	10/15/2015	Awards Unlimited	01306	HS & JH XC Awards CC Invite 9/10/15	192.70	
6940	Printed	10/20/2015	Perkins County Schools	01320	HS XC @ PCS 10/8/15 SPVA	40.00	
						<b>Total:</b>	<b>\$ 625.84</b>
<b>3105</b>	<b>CCHS GIRLS BASKETBALL</b>						
Chase NE	Chase County Schools						
6886	Printed	09/22/2015	Grand Island Central Catholic Boys BB	01258	GICC BB Coaches Clinic 10/03/15	35.00	
						<b>Total:</b>	<b>\$ 35.00</b>
<b>3122</b>	<b>JH VOLLEYBALL</b>						
Chase NE	Chase County Schools						
6906	Printed	10/02/2015	Perkins County Schools	01282	Perkins Co. JH VB Tourn. 10/3/15	20.00	
6914	Printed	10/09/2015	Tammy Schwenk	01296	JH VB Tourn. 10/10/15	175.00	
6915	Printed	10/09/2015	Brooke Olson	01295	JH VB Tourn. 10/10/15	120.00	
6916	Printed	10/09/2015	Monica Hamilton	01294	JH VB Tourn. 10/10/15	175.00	
6917	Printed	10/09/2015	Stephanie Stromberger	01293	JH VB Tourn. 10/10/15	120.00	
6939	Printed	10/20/2015	Dundy County - Stratton Public Schools	01321	JH DCS VB Tourn. 10/17/15	40.00	
						<b>Total:</b>	<b>\$ 650.00</b>
<b>3126</b>	<b>JH GIRLS TRACK</b>						
Chase NE	Chase County Schools						
6854	Printed	09/04/2015	Pizza Hut	01225		119.91	
						<b>Total:</b>	<b>\$ 119.91</b>
<b>3127</b>	<b>JH BOYS TRACK</b>						
Chase NE	Chase County Schools						
6854	Printed	09/04/2015	Pizza Hut	01225		119.92	
						<b>Total:</b>	<b>\$ 119.92</b>
<b>3400</b>	<b>I.A. RESALE</b>						
Chase NE	Chase County Schools						
6875	Printed	09/15/2015	Frank Paxton Lumber Company LLC	01234		4,158.13	
6892	Printed	09/28/2015	Personal Service Manufacturing Corp	01202		364.25	
						<b>Total:</b>	<b>\$ 4,522.38</b>

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Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Description	Amount
<b>3600</b>			<b>SHOW CHOIR</b>				
Chase NE			Chase County Schools				
6842	Printed	09/01/2015	Pepsi Cola	01196		Fair Pop Concessions	1,293.42
<b>Total:</b>							<b>\$ 1,293.42</b>
<b>3900</b>			<b>DRAMA</b>				
Chase NE			Chase County Schools				
6854	Printed	09/04/2015	Pizza Hut	01112		Pizza for end of year speech awards	60.96
<b>Total:</b>							<b>\$ 60.96</b>
<b>5500</b>			<b>Breakfast</b>				
Chase NE			Chase County Schools				
6856	Printed	09/04/2015	CCS Lunch Fund	01223		Guest Account - Reimbursement	13.75
<b>Total:</b>							<b>\$ 13.75</b>
<b>5555</b>			<b>MILK VENDING ACCOUNT</b>				
Chase NE			Chase County Schools				
6843	Printed	09/01/2015	Hiland Dairy Foods	01197		milk	114.14
6843	Printed	09/01/2015	Hiland Dairy Foods	01205		milk	130.67
6843	Printed	09/01/2015	Hiland Dairy Foods	01207		milk	17.01
6858	Printed	09/04/2015	Hiland Dairy Foods	01219		milk machine	74.33
6865	Printed	09/14/2015	Hiland Dairy Foods	01233		milk machine	78.77
6865	Printed	09/14/2015	Hiland Dairy Foods	01236		milk machine	34.05
6883	Printed	09/22/2015	Hiland Dairy Foods	01260			34.05
6883	Printed	09/22/2015	Hiland Dairy Foods	01249		milk machine	62.65
6928	Printed	10/15/2015	Hiland Dairy Foods	01301		milk machine	50.66
6928	Printed	10/15/2015	Hiland Dairy Foods	01264		milk machine	81.25
6928	Printed	10/15/2015	Hiland Dairy Foods	01272		milk machine	51.08
6928	Printed	10/15/2015	Hiland Dairy Foods	01276		milk machine	41.87
6928	Printed	10/15/2015	Hiland Dairy Foods	01283		milk machine	49.81
6928	Printed	10/15/2015	Hiland Dairy Foods	01299		milk machine	68.42
6935	Printed	10/15/2015	Troxell's Heating & Appliance, LLC	01308		repair on milk cooler	170.95
6945	Printed	10/27/2015	Hiland Dairy Foods	01327		milk machine	33.77
6945	Printed	10/27/2015	Hiland Dairy Foods	01329		milk machine	41.87
6945	Printed	10/27/2015	Hiland Dairy Foods	01315		milk machine	40.25
<b>Total:</b>							<b>\$ 1,175.60</b>
<b>Report Total :</b>							<b>36,597.71</b>

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 09/01/2015 to 10/31/2015.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>Chase</b>				<b>Chase County Schools</b>				
<b>A</b>				<b>ATHLETICS</b>				
3100	CCHS		ATHLETICS	1,332.29	5,310.80	248.20	0.00	6,394.89
3101	CCHS		SOFTBALL	275.00	273.00	2,728.39	0.00	-2,180.39
3102	CCHS		FOOTBALL	13,125.59	7,243.85	3,734.72	0.00	16,634.72
3103	CCHS		VOLLEYBALL	397.00	2,169.00	1,527.14	0.00	1,038.86
3104	CCHS		X COUNTRY	429.75	571.00	625.84	0.00	374.91
3105	CCHS		GIRLS BASKETBALL	0.00	1,103.00	35.00	0.00	1,068.00
3106	CCHS		BOYS BASKETBALL	0.00	1,103.00	0.00	0.00	1,103.00
3107	CCHS		WRESTLING	20.00	20.00	0.00	0.00	40.00
3108	CCHS		GIRLS TRACK	492.30	0.00	0.00	0.00	492.30
3109	CCHS		BOYS TRACK	492.30	0.00	0.00	0.00	492.30
3110	CCHS		GOLF	5,299.66	0.00	0.00	0.00	5,299.66
3111			Golf Three Peaks Donation Fund	0.00	0.00	0.00	0.00	0.00
3112			Football Three Peaks Donation	0.00	0.00	0.00	0.00	0.00
3120	CCES		ATHLETICS	771.80	0.00	0.00	0.00	771.80
3121	JH		FOOTBALL	0.00	0.00	0.00	0.00	0.00
3122	JH		VOLLEYBALL	0.00	0.00	650.00	0.00	-650.00
3123	JH		GIRLS BASKETBALL	0.00	0.00	0.00	0.00	0.00
3124	JH		BOYS BASKETBALL	0.00	0.00	0.00	0.00	0.00
3125	JH		WRESTLING	0.00	0.00	0.00	0.00	0.00
3126	JH		GIRLS TRACK	0.00	100.00	119.91	0.00	-19.91
3127	JH		BOYS TRACK	0.00	100.00	119.92	0.00	-19.92
3130			P.E. Uniform Resale	-1,610.50	1,130.00	0.00	0.00	-480.50
3140			Milner HS Benefit Fund	250.00	0.00	0.00	0.00	250.00
3150			Speed Camp	156.00	0.00	0.00	0.00	156.00
3160			AD Savings	8,111.05	0.00	0.00	0.00	8,111.05
<b>A Totals:</b>				29,542.24	19,123.65	9,789.12	0.00	38,876.77
<b>B</b>				<b>CLUBS &amp; ORGANIZATIONS</b>				
1500			CHEERLEADERS	3,128.78	2,193.34	3,644.79	0.00	1,677.33
1900			ANNUAL	28,744.31	0.00	0.00	0.00	28,744.31
1901			CCES Yearbook	3,607.35	0.00	0.00	0.00	3,607.35
2000			THESPIANS	123.11	0.00	0.00	0.00	123.11
2100			STUDENT COUNCIL	1,009.55	1,120.55	1,926.37	0.00	203.73
2200			FBLA	6,894.51	1,467.46	1,599.45	0.00	6,762.52
2500			Exploring Free Enterprise	367.44	0.00	0.00	0.00	367.44
2600			CCS FLOWER FUND	78.00	110.00	0.00	0.00	188.00
2700			TECHNOLOGY	18,080.36	2,422.00	25.00	0.00	20,477.36
3470			Electric Car Project	288.21	1,745.00	0.00	0.00	2,033.21
<b>B Totals:</b>				62,321.62	9,058.35	7,195.61	0.00	64,184.36
<b>C</b>				<b>CLEARING ACCOUNTS</b>				
1000			11 Alumni Clearing	136.71	0.00	0.00	0.00	136.71
1002			10 - Alumni Clearing	971.48	0.00	0.00	0.00	971.48
2300			SPECIAL EDUCATION DONATIONS	0.42	0.00	0.00	0.00	0.42

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.  
From 09/01/2015 to 10/31/2015.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
2800			Elementary Activity Fund	381.32	0.00	48.46	0.00	332.86
2860			6th Grade Activity	0.00	0.00	0.00	0.00	0.00
2900			Art Resale	1,294.13	0.00	0.00	0.00	1,294.13
3000			Defibulator Training & Flu Vaccination Fund	845.89	0.00	0.00	0.00	845.89
3200			Assignment Books	2,075.50	18.00	0.00	0.00	2,093.50
3300			Lock ReSale	1,149.35	0.00	0.00	0.00	1,149.35
3703			Band Instrument Rental	400.00	0.00	0.00	0.00	400.00
3800			MONTHLY INTEREST ACCRUAL	1,643.39	28.36	0.00	0.00	1,671.75
4000			ADULT EDUCATION	706.48	0.00	0.00	0.00	706.48
5000			Special Projects	12,926.04	0.00	0.00	0.00	12,926.04
5100			Stadium Chairs-FBLA/FCCLA	0.00	0.00	0.00	0.00	0.00
5200			Library Book Sales	213.58	0.00	0.00	0.00	213.58
5500			Breakfast	1,554.89	0.00	13.75	0.00	1,541.14
5555			MILK VENDING ACCOUNT	3,343.77	915.00	1,175.60	0.00	3,083.17
9000			Clearing Account	11,600.19	1,246.06	0.00	0.00	12,846.25
9100			Kiewit (Emergency Clothing and Food Assistanc	12.17	0.00	0.00	0.00	12.17
9200			Kindergarten Snacks	36.06	0.00	0.00	0.00	36.06
9500			Staff and Student Appreciation	78.28	0.00	0.00	0.00	78.28
<b>C Totals:</b>				<b>39,369.65</b>	<b>2,207.42</b>	<b>1,237.81</b>	<b>0.00</b>	<b>40,339.26</b>
<b>D</b>	<b>FINE ARTS</b>							
3600			SHOW CHOIR	1,378.96	3,155.00	1,293.42	0.00	3,240.54
3601			MUSICAL	3,109.24	0.00	0.00	0.00	3,109.24
3602			Show Choir Outfits	157.69	0.00	0.00	0.00	157.69
3650			Elementary Music Resale	59.62	0.00	0.00	0.00	59.62
3700			BAND RESALE	2,750.00	0.00	0.00	0.00	2,750.00
3701			JAZZ BAND	-96.27	0.00	0.00	0.00	-96.27
3702			BAND FUNDRAISER	-70.45	300.00	0.00	0.00	229.55
3704			SPVA Music	798.76	0.00	0.00	0.00	798.76
3750			District XI Music	0.00	0.00	0.00	0.00	0.00
3900			DRAMA	1,627.48	0.00	60.96	0.00	1,566.52
7000			Fine Arts	4,525.43	0.00	0.00	0.00	4,525.43
<b>D Totals:</b>				<b>14,240.46</b>	<b>3,455.00</b>	<b>1,354.38</b>	<b>0.00</b>	<b>16,341.08</b>
<b>E</b>	<b>GRADUATING CLASSES</b>							
1001			Class of 2016	2,044.52	0.00	0.00	0.00	2,044.52
1100			CLASS OF 2014	160.93	0.00	0.00	0.00	160.93
1117			Class of 2017	4,871.55	0.00	0.00	0.00	4,871.55
1119			CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
1200			CLASS OF 2015	724.45	0.00	0.00	0.00	724.45
1300			CLASS OF 2012	0.00	0.00	0.00	0.00	0.00
1400			CLASS OF 2013	96.34	0.00	0.00	0.00	96.34
<b>E Totals:</b>				<b>7,897.79</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,897.79</b>

# Current Cash Balance

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From 09/01/2015 to 10/31/2015.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>F VOCATIONAL ORGANIZATIONS</b>								
1600	FCCLA			6,547.49	10,218.25	491.19	0.00	16,274.55
1650	Pro-Start			778.89	0.00	0.00	0.00	778.89
1700	FFA			11,133.21	3,497.07	11,507.22	0.00	3,123.06
1701	FFA FARM ACCOUNT			4,124.38	0.00	0.00	0.00	4,124.38
1702	FFA MEMORIAL			1,832.89	0.00	0.00	0.00	1,832.89
3400	I.A. RESALE			-1,785.85	0.00	4,522.38	0.00	-6,308.23
3450	SKILLS USA			117.69	0.00	0.00	0.00	117.69
3500	DIVERSIFIED OCCUPATIONS			78.02	0.00	0.00	0.00	78.02
<b>F Totals:</b>				22,826.72	13,715.32	16,520.79	0.00	20,021.25
<b>G Scholarships</b>								
1703	Doug Kunnemann Memorial			92.40	0.00	0.00	0.00	92.40
2110	Gladys B Smith & Les Smith Scholarship Fund			1,800.00	0.00	500.00	0.00	1,300.00
2111	Wood Scholarship			0.00	0.00	0.00	0.00	0.00
2112	Jaeger Scholarship			0.19	0.00	0.00	0.00	0.19
<b>G Totals:</b>				1,892.59	0.00	500.00	0.00	1,392.59
<b>Chase Totals:</b>				178,091.07	47,559.74	36,597.71	0.00	189,053.10
<b>Report Totals:</b>				178,091.07	47,559.74	36,597.71	0.00	189,053.10

Invoice No.	Submit Date	PO No.	Payment Vendor	Comment	Invoice Amount
PEV110615	11/9/2015		Vlasin, Jerimiah J	food/fuel FFA	\$ 210.33
PEV110215	11/9/2015		Speck, Jason L	food/fuel/parking	\$ 888.87
PEV102115	11/9/2015		Hanna, Cathryn A	File Folders	\$ 17.92
PEV11915	11/9/2015		Bischoff, Diane K	Tracfone card	\$ 42.99
PEV103015	11/9/2015		Christensen, Kathryn	food	\$ 10.03
PEV102215	11/9/2015		Strand, Agnes M	instrument repairs	\$ 46.13
OctRent	11/9/2015		21st Century Equipment	Oct Gator	\$ 250.00
P01364/P01385/P01388	11/2/2015	6359	21st Century Equipment		\$ 18.68
110715	11/2/2015		A T & T	LD 9/14	\$ 311.90
155999	11/5/2015	6361	Adams Drug Store	6361	\$ 8.25
10302015	11/6/2015		Affiliated Benefits	October	\$ 394.00
<b>10/30/2015</b>	<b>073115</b>		<b>Alicap</b>	<b>Annual Insurance bill</b>	<b>\$ 137,005.00</b>
1060	11/4/2015	5959	Black Brick Software	Board Policy Book rework do	\$ 100.00
71023360/71024158/710256	11/4/2015		Bomgaars		\$ 158.91
14652	11/2/2015	6320	Brico Pest Control		\$ 44.00
110115	11/9/2015		Brophy Electric	F30T8/CW	\$ 31.76
1962669	11/2/2015		Brown & Saenger	remaining balance due from 4	\$ 118.10
ID103231/103397/103679/10	11/9/2015		Carquest Auto Parts	oil bath seal/Lamp LED/ureth	\$ 176.71
500012374/500012353	11/9/2015		Chase County Clinic	Victor Benitez/ Corbin Kline	\$ 413.50
111515	11/4/2015		City Of Imperial	9/18-10/19	\$ 10,770.86
6414-33	11/9/2015		Culligan	50 lbs salt	\$ 457.40
110315	11/9/2015		Dana F. Cole & Company, LL	Accounting/Auditing Svcs.	\$ 7,735.90
0815-0915	11/9/2015		ESU #15	August-Sept Services, Pre-K	\$ 30,865.38
002925	11/9/2015		20/20 Technologies LLC	101915	\$ 200.00
002928-2	11/9/2015		ESU #16	101915;Duplicate invoice cre	\$ 291.63
100715	11/6/2015		FairField Inn Kearney	lodging for Ed Tech Conferen	\$ 104.95
565579	11/4/2015	6314	Frenchman Valley Co-op		\$ 1,465.68
56566	11/4/2015	6324	Frenchman Valley Co-op		\$ 351.42
9/20-10/20	11/4/2015		Frenchman Valley Co-op	9/20-10/20 2015	\$ 5,701.38
110215	11/4/2015		Glenda Bierfreund	Jorja Dannar Vision Resource	\$ 693.60
11012015	11/4/2015		Great Plains Communication	11/1-11/30	\$ 760.16
700206256	11/9/2015		Hillyard - Denver	Pump Chemical	\$ 150.20
101015	11/4/2015		Holiday Farms	Spraying/Mowing footbal/prac	\$ 4,600.00
11-10/15	11/9/2015		Hometown Leasing	Nov 10, 2015	\$ 962.11
0439536/0426518/0423519/0	11/6/2015	6367	Ideal Linen Supply Inc		\$ 72.75
0417621/0423530/0429549	11/6/2015		Ideal Linen Supply Inc		\$ 71.88
102615	11/9/2015		Imperial Auto Renewal	Deductible for 2014 Dodge H	\$ 500.00
59647/596605/596635/59835	11/9/2015		Imperial NAPA	Rex/Andres	\$ 362.74
102915	11/9/2015		Imperial Republican	advertising/legal	\$ 541.57
42629	11/2/2015	6343	Imperial Yost Farm Supply		\$ 297.85
12-71512/12-71513	11/2/2015	6344	Inland		\$ 666.87
94518	11/9/2015		Menards	Andres supplies	\$ 457.90
091115	11/6/2015		Monument Inn & Suites	9/11,9/29,	\$ 767.00
0154856-IN	11/2/2015	6355	Nebraska Central Equipment		\$ 890.23
0154787-IN	11/2/2015	6341	Nebraska Central Equipment		\$ 26.86
0154882	11/9/2015	6356	Nebraska Central Equipment	6356	\$ 138.73
<b>111915</b>	<b>10/29/2015</b>		<b>Nebraska Dept. of Educatio</b>	<b>PBIS Admin Academy Regi</b>	<b>\$ 50.00</b>
68625	11/9/2015		Nebraska Dept of Labor/Final	Elevator Inspection	\$ 140.00
NP143627/NP143714	11/2/2015	6337	Nebraska Truck Center-N.P.		\$ 137.93
090115	11/9/2015		O'Keefe Elevator Co	Service call on elevator	\$ 696.32
A44941	11/9/2015		Owens True Value	Comp Miter Saw Jeff Gliesbu	\$ 927.19
75539	11/6/2015		Pivot Electric	Bus Barn-wiring for diesel tar	\$ 550.00
71276/71194	11/9/2015		20/20 Technologies LLC	9-10/10/31	\$ 90.97
<b>110715</b>	<b>11/4/2015</b>	<b>6373</b>	<b>Scottsbluff HS</b>	<b>Show Choir Festival</b>	<b>\$ 125.00</b>
93015	11/9/2015		St. Joseph Institute For The	Corbin Kline	\$ 495.00
23745	11/9/2015		Stanek Fire Protection	Fire Control System/Fuse Lin	\$ 117.00
G273839/G273840	11/4/2015	6326	Stelling Brass	6326	\$ 215.00
5876	10/7/2015	5876	Steve Spangler Science	KG Class supplies	\$ 261.54
11547/11564	11/9/2015		Troxell's Heating and Applian	SC-heater in weight room/mo	\$ 624.95
01-INV9349/01-INV9369/01-III	11/6/2015		UNISAN	cleaning supplies	\$ 577.35
10-25-2015	11/9/2015		US Bank	<b>See Voucher by Warrant Re</b>	\$ 10,110.63
9754273063	11/9/2015		Verizon Wireless	Sept 21-Oct 20	\$ 115.32
8873489-1	11/4/2015	6353	Woodworkers Supply, Inc.		\$ 169.07
				November Board Bills	\$ 225,555.40
				November Payroll	470,916.62
				November Total Expenditures General	\$ 696,472.02
				Depreciation Fund - Bus	\$ 155,173.00

FY15-16											
Vendor Invoice Number: 10-25-2015											
Item No.	Units	Part No.	Item Description	1099	Bid No.	Unit Price	Use Tax	Tax Rate (%)	Asset	Account Code	Item Total
1	Unit		Great Plains Sub	No		\$ 8.51	No		0 None	01-2320-670-000	\$ 8.51
2	Unit		Great Plains Sub	No		\$ 30.93	No		0 None	01-2320-670-000	\$ 30.93
3	Unit		Red Lobster	No		\$ 127.57	No		0 None	01-2320-670-000	\$ 127.57
4	Unit		Wal-Mart/gas	No		\$ 12.77	No		0 None	01-2320-670-000	\$ 12.77
5	Unit		Run My Club	No		\$ 150.00	No		0 None	01-2120-690-100	\$ 150.00
6	Unit		JW Pepper	No		\$ 214.97	No		0 None	01-1100-410-100	\$ 214.97
7	Unit		Plank Road Publi	No		\$ 95.09	No		0 None	01-1100-410-100	\$ 95.09
8	Unit		Bose	No		\$ 424.96	No		0 None	01-1100-410-100	\$ 424.96
9	Unit		Dahlstrom	No		\$ 136.40	No		0 None	01-1100-420-200	\$ 136.40
10	Unit		Amazon	No		\$ 10.62	No		0 None	01-2410-410-200	\$ 10.62
11	Unit		QUIA	No		\$ 429.00	No		0 None	01-1100-460-200	\$ 429.00
12	Unit		Grizzly	No		\$ 929.00	No		0 None	01-1100-410-200	\$ 929.00
13	Unit		Apple	No		\$ 10.64	No		0 None	01-2410-410-200	\$ 10.64
14	Unit		The Cellar Bar &	No		\$ 69.96	No		0 None	01-2410-670-100	\$ 69.96
15	Unit		Old Chicago	No		\$ 57.74	No		0 None	01-2410-670-100	\$ 57.74
16	Unit		ACDA	No		\$ 95.00	No		0 None	01-1100-630-100	\$ 95.00
17	Unit		Amazon	No		\$ 9.49	No		0 None	01-2410-410-200	\$ 9.49
19	Unit		NE Council of Sc	No		\$ 235.00	No		0 None	01-2410-630-100	\$ 235.00
20	Unit		JW Pepper	No		\$ 61.60	No		0 None	01-1100-410-100	\$ 61.60
21	Unit		NAFME	No		\$ 121.00	No		0 None	01-1100-630-100	\$ 121.00
22	Unit		School Nurse Su	No		\$ 48.48	No		0 None	01-1100-410-100	\$ 48.48
23	Unit		UNK	No		\$ 75.00	No		0 None	01-2120-670-100	\$ 75.00
24	Unit		UNK	No		\$ 75.00	No		0 None	01-2120-670-200	\$ 75.00
25	Unit		SAPP BROS	No		\$ 38.53	No		0 None	01-2320-670-000	\$ 38.53
26	Unit		OSMO	No		\$ 99.99	No		0 None	01-1100-410-100	\$ 99.99
27	Unit		OSMO	No		\$ 99.99	No		0 None	01-1100-410-100	\$ 99.99
28	Unit		JW Pepper	No		\$ 63.99	No		0 None	01-1100-410-200	\$ 63.99
29	Unit		NE Council of Sc	No		\$ 875.00	No		0 None	01-2320-670-000	\$ 875.00
30	Unit		JW Pepper	No		\$ 56.97	No		0 None	01-1100-410-100	\$ 56.97
31	Unit		JW Pepper	No		\$ 50.40	No		0 None	01-1100-410-100	\$ 50.40
32	Unit		Dollar General	No		\$ 25.56	No		0 None	01-2750-410-000	\$ 25.56
33	Unit		Amazon	No		\$ 6.28	No		0 None	01-2120-410-100	\$ 6.28
34	Unit		Teachers Pay Te	No		\$ 24.00	No		0 None	01-1100-410-100	\$ 24.00
35	Unit		Colorado Ballet C	No		\$ 392.00	No		0 None	01-1100-410-200	\$ 392.00
36	Unit		Colorado Ballet C	No		\$ (56.00)	No		0 None	01-1100-410-200	\$ (56.00)
37	Unit		Loves Travel	No		\$ 27.62	No		0 None	01-1100-670-200	\$ 27.62
38	Unit		Loves Travel	No		\$ 55.07	No		0 None	01-1100-670-200	\$ 55.07
39	Unit		Quality Inn Hays	No		\$ 73.28	No		0 None	01-1100-670-200	\$ 73.28
40	Unit		Quality Inn Hays	No		\$ 79.01	No		0 None	01-1100-670-200	\$ 79.01
41	Unit		Quality Inn Hays	No		\$ 79.01	No		0 None	01-1100-670-200	\$ 79.01
42	Unit		Quality Inn Hays	No		\$ 73.28	No		0 None	01-1100-670-200	\$ 73.28
43	Unit		NEC Display	No		\$ 358.00	No		0 None	01-1100-410-100	\$ 358.00
44	Unit		Activity Fund	No		\$ 4,143.96	No		0 None	09-9000-000-000	\$ 4,143.96
45	Unit		Staples	No		\$ 115.96	No		0 None	01-1100-410-100	\$ 115.96
											\$ 10,110.63

# Activities Director's Report

Fall sports is over and Winter is up and going. We have already had two Junior High wrestling meets Sutherland and Hershey. They have gotten off to a good start and the 4H building has been working out great. The kids change in the locker rooms in the Longhorn gym and then go over. They have been keeping their wrestling shoes and head gear over at the 4-H Building.

Winter Sports have started conditioning this week and will start practice next Monday on November 16th. Preliminary numbers for High School- 25 Girls Basketball, 24 Boys Basketball, 17 wrestlers, and 34 for One Act with crew members included.

I attended the NSIAAA the conference the last three days in Kearney. The conference went well and its always enjoyable to visit and listen to the other Activities Directors. Some of the topics included at the conference.

Dr. Paul Plinski, UNK Activities Director presented on "Things they didn't teach you, but you had to learn the hard way."

Bruce Rasmussen, Creighton University Activities Director, "Coaching Today's Coaches and Athletes."

NSAA District 5 Class Caucus/Cracker Barrel

Karen Haase, Attorney, "Legal Issues in Activities."

Title IX, School Tax Exempt Numbers, and Transgender were some of the issues discussed.

The District 5 Meeting is in McCook tomorrow Wednesday November 11th at 12:00 MST. We will be looking at and voting on upcoming proposals.



# Chase County

**November, 2015**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 K-6 Report cards sent with students <b>5:30pm</b> Volleyball-Varsity <b>North Platte vs. Multiple Schools</b>	2 <b>6:00pm</b> Volleyball-Varsity <b>North Platte vs. Multiple Schools</b>	3	4	5 <b>TBD</b> Volleyball-Varsity <b>TBA vs. TBA</b>	6 <b>2:00pm</b> Wrestling-JH <b>Sutherland vs. Multiple Schools</b> <b>7:00pm-9:00pm</b> FCCLA	7 <b>12:30pm-8:30pm</b> Old West Festival--Scottsbluff @ Scottsbluff
8 <b>1:00pm</b> Wrestling-JH <b>Hershey vs. TBA</b> <b>6:30pm</b> 5th-6ht & 9th-12th Band Concert @ Auditorium	9 <b>7:30am</b> Monthly Meeting @ Auditorium <b>3:00pm</b> Ell Migrant Family Activity Event @ CCS Library <b>6:00pm</b> Monthly Meeting @ Board Room	10 <b>3:00pm-5:00pm</b> Sports Shoppe	11 <b>TBD</b> Volleyball-Varsity <b>TBA vs. TBA</b> <b>9:00am-3:00pm</b> Chase County High School Scholarship Blood Drive <b>3:30pm-9:00pm</b> Young Americans @ Longhorn Gym	12 <b>TBD</b> Volleyball-Varsity <b>TBA vs. TBA</b> <b>8:00am-5:00pm</b> Young Americans @ Longhorn Gym	13 <b>TBD</b> Volleyball-Varsity <b>TBA vs. TBA</b> <b>2:00pm-8:05pm</b> Young Americans @ Longhorn Gym	14
15 PTO Book Fair @ CCS Library <b>3:00pm</b> Wrestling-JH <b>North Platte St. Pats vs. TBA</b>	16 PTO Book Fair @ CCS Library	17 PTO Book Fair @ CCS Library <b>11:00am</b> Veterans Day High School Program @ Longhorn Gym <b>1:00pm</b> Veteran's Day Elementary Program @ Longhorn Gym	18 PTO Book Fair @ CCS Library Music Educators Conference and All-State Chorus <b>2:00pm</b> FFA Speech @ Ogallala <b>4:00pm</b> Nebraska Allstate Children's Choir @ Lincoln	19 PTO Book Fair @ CCS Library Music Educators Conference and All-State Chorus <b>12:00pm</b> Wrestling-JH <b>Away vs. Medicine Valley</b>	20 PTO Book Fair @ CCS Library Music Educators Conference and All-State Chorus <b>9:00am-5:30pm</b> Youth Volleyball Tournament @ Longhorn Gym	21 Music Educators Conference and All-State Chorus <b>9:00am-5:30pm</b> Youth Volleyball Tournament @ Longhorn Gym
22 <b>10:00am</b> Play Production @ Bridgeport <b>6:00pm</b> FFA Pre-LSE @ Cambridge	23 <b>2:30am</b> 2nd Grade Assembly @ Longhorn Gym <b>3:30pm</b> Wrestling-JH <b>Perkins County vs. Multiple Schools</b>	24 <b>1:30pm</b> 1:30 Dismissal	25 Thanksgiving Break	26 Thanksgiving Break	27 Thanksgiving Break	28
29	30					

## December, 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 <b>9:00am</b> Wrestling-JH <b>Bayard vs. TBA</b>	2	3 <b>3:00pm</b> Basketball-B/JV/Varsity <b>Away vs. Cozad</b> <b>3:00pm</b> Basketball-G/JV/Varsity <b>Away vs. Cozad</b> <b>6:30pm</b> Wrestling-B/Varsity <b>Garden County vs. Multiple Schools</b>	4 <b>4:00pm</b> Basketball-G/JV/Varsity <b>McCook</b> <b>4:00pm</b> Basketball-B/JV/Varsity <b>McCook</b>	5 <b>9:30am</b> Wrestling-B/Varsity <b>Away vs. Broken Bow</b> <b>12:00pm</b> Show Choir at Champion Country Christmas
6	7 <b>5:30pm</b> Basketball-B/C Team <b>Away vs. Dundy County Stratton</b> <b>6:00pm</b> Basketball-G/C Team <b>Holyoke</b>	8 <b>6:00pm</b> Monthly Meeting @ Board Room <b>7:30pm</b> 7-12 Vocal Concert @ Auditorium	9	10 <b>6:00pm</b> K-6th Grade Elementary Music Concert @ Auditorium	11 <b>4:00pm</b> Basketball-B/JV/Varsity <b>Away vs. Sidney</b> <b>4:00pm</b> Basketball-G/JV/Varsity <b>Away vs. Sidney</b>	12 <b>9:30am</b> Wrestling-B/Varsity <b>Away vs. Holdrege</b> <b>11:00am</b> Basketball-G/JH <b>Ogallala</b> <b>4:30pm</b> Basketball-B/JV/Varsity <b>Ogallala</b> <b>4:30pm</b> Basketball-G/JV/Varsity <b>Ogallala</b>
13	14 <b>4:00pm</b> Basketball-B/C Team <b>Away vs. Ogallala</b>	15 <b>4:30pm</b> Basketball-JV <b>Away vs. Sutherland</b> <b>5:00pm</b> Basketball-G/JH <b>Away vs. Perkins County Middle School</b> <b>5:30pm</b> Basketball-G/JV/Varsity <b>Sutherland</b> <b>6:00pm</b> Basketball-Varsity <b>Away vs. Sutherland</b>	16	17 <b>4:00pm</b> Wrestling-JV <b>Away vs. McCook</b> <b>4:00pm</b> Basketball-B/JV/Varsity <b>Yuma</b> <b>5:00pm</b> Basketball-G/JH <b>Away vs. McCook</b> <b>5:00pm</b> Basketball-G/JV/Varsity <b>Away vs. Yuma</b>	18	19 <b>10:00am</b> Wrestling-B/Varsity <b>Away vs. Sidney</b>
20	21 Christmas Break	22 Christmas Break	23 Christmas Break	24 Christmas Break	25 Christmas Break	26 Christmas Break
27 Christmas Break	28 <b>TBD</b> Basketball-G/Varsity <b>Sidney vs. TBA</b> <b>TBD</b> Basketball-B/Varsity <b>Sidney vs. TBA</b> Christmas Break	29 <b>TBD</b> Basketball-G/Varsity <b>Sidney vs. TBA</b> <b>TBD</b> Basketball-B/Varsity <b>Sidney vs. TBA</b> Christmas Break	30 <b>TBD</b> Basketball-G/Varsity <b>Sidney vs. TBA</b> <b>TBD</b> Basketball-B/Varsity <b>Sidney vs. TBA</b> Christmas Break	31 Christmas Break		

**NEBRASKA DEPARTMENT OF EDUCATION  
CONSOLIDATED DATA COLLECTION  
TECHNOLOGY PLAN  
SUMMARY REPORT FOR CHASE COUNTY SCHOOLS (15-0010-000)  
TECHNOLOGY PLAN SUBMITTED FOR THE 2016-2017 SCHOOL YEAR  
As report during 2015-2016**

CHASE COUNTY SCHOOLS (15-0010-000)

**SECTION 1: EDUCATION AND TECHNOLOGY**

**SHARED VISION STATEMENT:**

**Vision: Chase County Schools will provide access to the latest technologies that enhance student learning and prepare them for their future endeavors. Students in grades 9-12 will be provided with a Laptop computer. In addition, K-12 students will have ample access to an iPad4, laptops and desktop computers.**

**Student Learning and Productivity**

Action ID: iPad	We will be purchasing 50 more iPads for K-12 by the end of this year.	51-99% Significant Progress
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**Curriculum and Instructional Practices**

Action ID: Integration	K-12 teachers will be trained in the use of iPads, Google Drive and nearpod. We also re-evaluate our needs over the next few years. If needed, additional training will be purchased. We will also look for technologies that can assist with preparation for NeSA Test.	51-99% Significant Progress
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**Core Applications and Information Systems**

Action ID: Assessment	NeSA Prep Tests and data are available online to assist teachers with student learning. Math and Science Curriculum with technology integration has been purchased.	51-99% Significant Progress
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Action ID: Chrome	K-8 students will be trained in the use of APPs to assist with NeSA Testing Skills.	51-99% Significant Progress
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**Telecommunications Systems and Services**

Action ID: Assessment	NeSA Prep Tests are housed on servers and data used for analysis.	51-99% Significant Progress
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**On-Going Professional Growth**

Action ID: Training	Teachers will be provided extensive training in the "how tos" for iPads, IXL, and APPs.	51-99% Significant Progress
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**SECTION 2: ASSURANCES**

This district/ESU applies for Erate discounts on its own and/or as part of a consortium application.	<input checked="" type="checkbox"/>
The district/ESU receives NCLB funds (Title I II-D III etc.)	<input checked="" type="checkbox"/>

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 CONSOLIDATED DATA COLLECTION  
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**SECTION 2: ASSURANCES**

The entity(ies) that I represent have secured or are in the process of securing access to all of the resources including computers and mobile devices professional growth hardware/software internal connections maintenance and electrical capacit	<input checked="" type="checkbox"/>
I understand that documentation of public hearings of CIPA and Internet Safety policy adoption may be required for audit.	<input checked="" type="checkbox"/>
Filtering is incorporated with the service provided by the ESU or ISP.	<input checked="" type="checkbox"/>
Filtering is provided locally for all Internet enabled workstations on a networked basis.	<input checked="" type="checkbox"/>
Filtering is provided individually on each Internet enabled computer.	<input type="checkbox"/>
Online activities of minors is monitored for appropriate use.	<input checked="" type="checkbox"/>
Safe and secure use by minors of direct electronic communications (email chat rooms etc.) is assured.	<input checked="" type="checkbox"/>
Unauthorized online access including hacking and other unlawful activities is prohibited.	<input checked="" type="checkbox"/>
Unauthorized disclosure use and dissemination of personal identification information regarding minors is prohibited.	<input checked="" type="checkbox"/>
Minors are educated about appropriate online behavior including interacting with other individuals on social networking websites and in chat rooms and cyber-bullying awareness and response and;	<input checked="" type="checkbox"/>
At least one public hearing or meeting occurred to address the proposed Internet safety policy.	<input checked="" type="checkbox"/>
The bullying prevention and education policy has been adopted and is reviewed annually.	<input checked="" type="checkbox"/>

**SECTION 3: INVENTORY AND DATA (Computer Counts)**

**PART 1: District Technology Inventory**

Internet Bandwidth: Bandwidth is the rate of data transfer, measured in bits per second (Mbps = Megabits per second, Gbps = Gigabits per second)

<b>Internet Access</b>	<input checked="" type="checkbox"/> Provided by ESU or consortium	<b>QUANTITY:</b>
	Mbps	15
<b>Internet Transport</b>	Mbps	15

Telecommunications: Quantity/Type of Circuit(s) that serve voice and data transport in all locations of the organization.

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High Bandwidth Data  
Circuits

Includes VOIP

<b>TYPE:</b>	<b>QUANTITY:</b>
T1 / DS1	2
T3 / DS3	0
DSL	0
Cable Modem	0
Wireless	1
Fiber Optic	1
Other	0

Other Description: Have one server for NeSA Prep

Voice Circuits (other than  
VOIP)

T1 / DS 1	0
T3 / DS3	0
Standard 1FB Phone Lines (POTS)	2
Cellular Phones	4

Enterprise Resource / Core Business Systems. Products used by organization for systems.

<b>Core Systems</b>	<b>Product Name</b>	<b>Status</b>
Student Information	Infinite Campus;	<input checked="" type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
Finance	Harris DataTeam;	<input checked="" type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
Human Resources	Harris DataTeam;	<input checked="" type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium

**NEBRASKA DEPARTMENT OF EDUCATION  
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Learning Management		<input type="checkbox"/> Outsourced Service <input type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
Email	Google; Zimbra;	<input type="checkbox"/> Owned By The Organization <input checked="" type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
Voice Messaging		<input type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
Telephone System(s)		<input type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input type="checkbox"/> Outsourced Service
	Includes VOIP <input type="checkbox"/>	
Social Networking	Twitter; Google+;	<input type="checkbox"/> Owned By The Organization <input type="checkbox"/> Shared with ESU or Consortium <input checked="" type="checkbox"/> Outsourced Service

**PART 2: Building Technology Inventory**

	Instructional Computers Apple	Instructional Computers PC	Instructional Computers Thin Client	Instructional Mobile Devices Internet Access High Speed	Managerial Computer	Mangerial Mobile Devices	1:1	BYOD	IVC CODECS
<b>CHASE COUNTY HIGH SCHOOL (15-0010-001)</b>									
Bandwidth: 15 MB	245	50	0	90	5	14	9;10;11;12		0

**NEBRASKA DEPARTMENT OF EDUCATION**  
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**TECHNOLOGY PLAN**  
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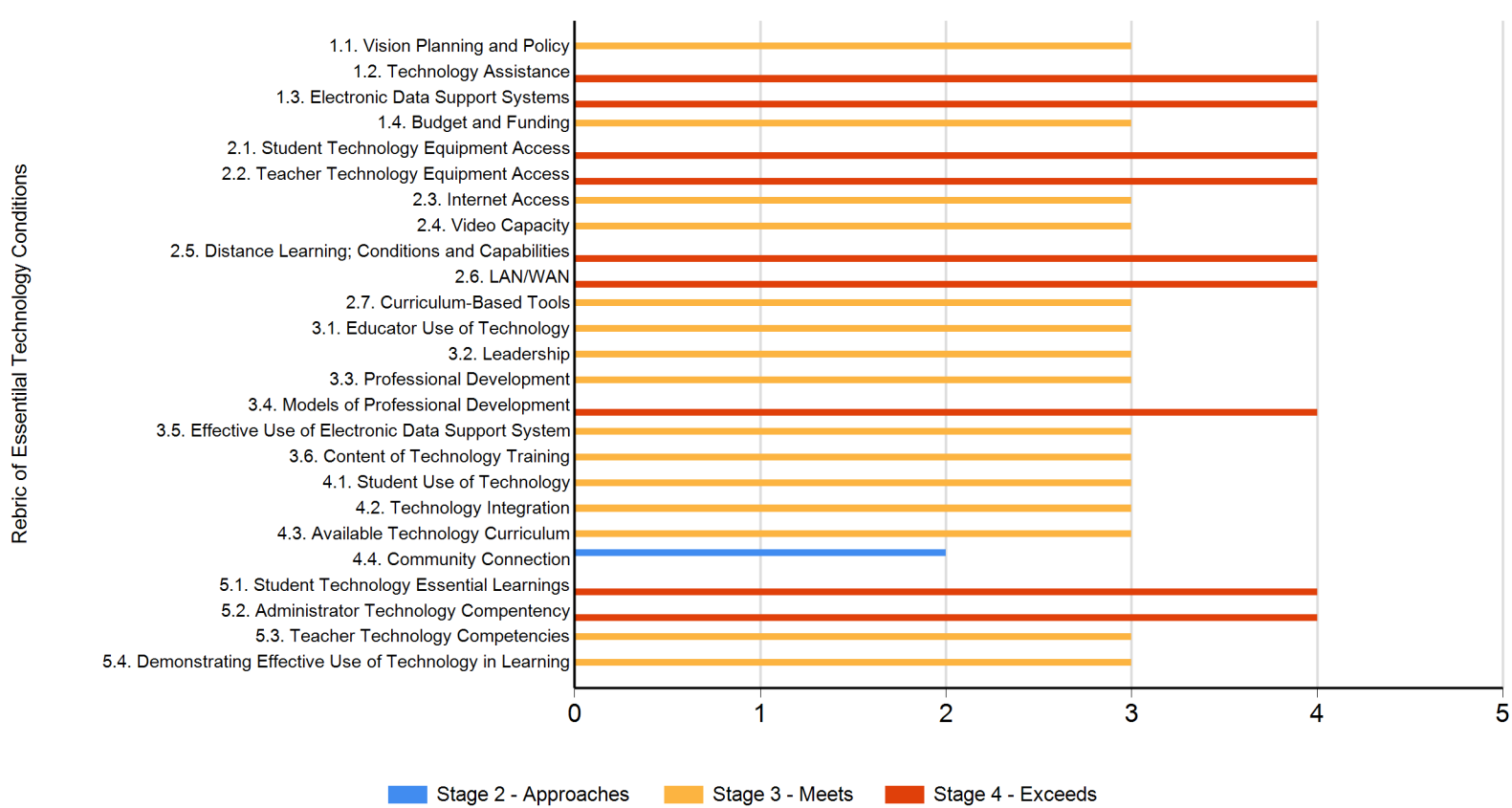
<b>CHASE COUNTY ELEMENTARY SCHOOL (15-0010-002)</b>									
Bandwidth: 15 MB	100	56	0	120	1	2			0

<b>Mobile Devices Used By The District</b>	
IPad	210
<b>Total Mobile Devices</b>	<b>210</b>

<b>Other Building Inventory</b>	
<b>Versions of Operating Systems The District Supports:</b>	Macintosh OS 10.9; Microsoft Windows 8;
<b>Building Inventory Comments:</b>	

**NEBRASKA DEPARTMENT OF EDUCATION  
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**Summary of Self Assessments**



# **BUILDING SITE LEASE AGREEMENT**

BETWEEN

**CHASE COUNTY SCHOOLS  
(LESSOR)**

AND

**NE COLORADO CELLULAR, INC.  
d/b/a VIAERO WIRELESS  
(LESSEE)**

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## BUILDING SITE LEASE AGREEMENT

This Building Site Lease Agreement (“License” or “Agreement”) is made and entered into as of \_\_\_\_\_ (“Commencement Date”)

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chase County Schools, (hereinafter “Lessor”) and NE Colorado Cellular, Inc. d/b/a Viaero Wireless (hereinafter “Lessee”) agree as follows:

### ARTICLE 1.

Definitions: In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) (1) Property or Building: the building owned by Chase County Schools at which the Antenna Site is located and more particularly described as “the High School building” or the building located on Lot 5 of the Burke Addition to the City of Imperial, Chase County Nebraska
- (2) Antenna Site or Premises: consists of rooftop space for an antenna system (the “Roof Space”) and space for the electronic equipment (the “Equipment Space”).
- (b) Lessor Chase County Schools
- (c) Lessor's Address:  
  
Chase County School District  
PO Box 577  
520 East 9<sup>th</sup> Street  
Imperial, NE 69033
- (d) Lessor’s Telephone: 308-882-4304
- (e) Lessee: NE Colorado Cellular, Inc., d/b/a Viaero Wireless
- (f) Lessee’s Address:  
  
NE Colorado Cellular, Inc.  
d/b/a Viaero Wireless  
1224 West Platte Avenue  
Fort Morgan, CO 80701
- (g) Lessee’s Telephone: (970)-867-6767

- (h) Commencement Date: The Commencement Date shall begin no later than 30 days after the City of Imperial approvals are received.
- (i) Expiration Date: The date preceding the 10th anniversary of the Commencement Date, or as extended pursuant to section 3.03.
- (j) Lease Fee: As described in section 3.02.
- (k) Renewal Terms: One (1) renewal term of ten (10) years and two (2) renewal terms of five (5) years each, as described in Section 3.03

## **ARTICLE 2.**

2.01 Leased Space. For the term set forth in section 3.01, the Lease Fee set forth in section 3.02 and other obligations described throughout this Agreement, Lessor grants to Lessee the non-exclusive right to use the Antenna Site, which includes access (ingress and egress) 24 ??????? hours per day 365 days per year and utilities thereto. Lessee agrees to be bound by all rules and regulations associated with ingress and egress to the Premises established by Lessor. Lessee accepts the Premises in their current configuration.

## **ARTICLE 3.**

3.01 Lease Term. The “Term” of this Lease shall begin on the Commencement Date and shall continue in force until the Expiration Date plus any Renewal Terms as set forth in Section 303 below until Terminated as set forth below. Beginning on the Commencement Date, Lessee shall have the right to enter the Premises for purposes of exercising its rights under the Lease as provided in Section 3.04 below.

### 3.02 Lease Fee.

- (a) Base Lease Fee. Beginning on the Commencement Date, and continuing for the Term of this License, Lessee shall pay to Lessor, as Base Lease Fee, Eighteen hundred and No/100 Dollars. The Lease Fee is due on the first day of each year in advance without notice, deduction, or offset, to Lessor’s Fee Payee.

3.03 Renewal Terms. Lessee has the right to extend the Term of this Agreement for one (1) additional term of ten (10) years and two (2) terms of five (5) years (each, a “Renewal Term”). This Agreement will automatically renew unless Lessee notifies Lessor in writing, sent by certified mail, return receipt requested to the address set forth in Article 1(c), above (or such other address Lessor may subsequently provide to the Lessee) no less than three (3) months prior to the expiration date of the initial term or any then current Renewal Term, of Lessee’s interest in not renewing this Lease Agreement.

3.04 Lessee’s Use. Lessee shall have an exclusive right to use the Premises for the purpose of constructing, maintaining and operating a wireless telecommunications facility for the

transmission and reception of radio communication signals (the "Facility") together with the right for ingress and egress seven (7) days a week three hundred and sixty five (365) days per year. The Facility will consist of a roof mounted antennae system on the Roof Space and Equipment Space for placement of electronic equipment, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. The exact location of the Roof Space and the Equipment Space shall be mutually decided by the Lessor and the Lessee. Any changes must be agreed to in writing, in advance by Lessor, which shall not be unreasonably delayed. All improvements shall be at Lessee's expense. Lessee shall maintain the Facility so as not to change the appearance of the Premises or Building. The Antenna Site equipment shall remain the exclusive property of Lessee. Lessee shall remove the equipment upon the expiration or termination of this Agreement.

Lessee agrees that it shall keep and maintain the Facility in good condition and repair, at Lessee's sole cost and expense. Furthermore, Lessee agrees that it shall not damage nor shall it permit any damage to the roof of the Building or the Equipment Space.

3.05 Termination. This Agreement may be terminated, without any penalty, further liability, or obligation to make additional Lease Fee payments on sixty (60) days' written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following written receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs.

No later than thirty (30) days after the termination of this Agreement, by expiration of the Term or otherwise, Lessee shall remove its personal property and fixtures from the Premises and restore the Premises to their condition prior to the Commencement Date, reasonable wear and tear and casualty loss (not caused by Lessee) excepted.

3.06 Lessor's Use. Lessee shall not interfere with Lessor's present communications setups or other present leases or agreements of Lessor. The parties agree to resolve any issues pertaining to potential or actual interference, both now and in the future, which may be attributed to the installation by Lessee of radio transmission and reception equipment on the Property by reference to compliance with Federal Communications Commission regulations pertaining to interference

3.07 Interference. Lessor shall not use, nor shall Lessor permit its tenants, lessees, invitees or agents to use, any portion of the Property in any way, which interferes with the operations of Lessee. Lessor shall promptly terminate said interference.

#### **ARTICLE 4.**

4.01 Lessee's Insurance. Lessee shall maintain a commercial general liability insurance policy, naming Lessor as additional insured for property damage and liability including but not limited to bodily injury, in the amount of one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) aggregate. Lessee shall at all times maintain a Workers Compensation or, if applicable, an Employer's Liability Insurance Policy to the Statutory Limits.

Lessee further acknowledges and agrees that Lessee shall be responsible for the acts and omissions (including physical damage or liability) of all subcontractors and sub-subcontractors it uses pursuant to this License.

Lessee shall provide Lessor with a certificate of insurance, which complies with all of the above-described requirements.

4.02 Lessor's Insurance. At all times during the Term of this Agreement, Lessor will carry and maintain fire and extended coverage insurance covering the Building. Lessor shall also carry commercial general liability insurance in amounts reasonably determined by Lessor.

4.03 Damage. If the Premises or a portion of the Building necessary for Lessee's occupancy is damaged during the Terms of this Lease by any casualty which is insured under standard fire and extended coverage insurance policies, Lessor may at Lessor's option, repair or rebuild the Premises, to substantially the same condition in which the Premises were immediately prior to such destruction. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than thirty (30) days to repair, then Lessee may terminate this License, or negotiate an alternate solution.

4.04 Subrogation. Each Party's insurance policy shall waive the right to recovery by way of subrogation against the other. Neither party shall be liable to the other for any damage, which is covered by the other's insurance policy.

## **ARTICLE 5.**

5.01 Lessee Compliance. Lessee will promptly materially comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

5.02 The obligations of this Article shall survive the expiration or other termination of this Agreement.

## **ARTICLE 6.**

6.01 Taxes.

(a) Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Premises or improvements thereto. The Lessee shall pay, as additional Lease Fees, any increase in real property taxes

levied against the Premises, which is directly attributable to the Lessee's possessory interest and/or use of the Premises. Lessor agrees to furnish proof of such increase to Lessee.

6.02 Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

If Lessee is not in default of this License, Lessee may, with prior written approval of the Lessor, not to be unreasonably withheld, may assign and transfer this Agreement to any parent, subsidiary, affiliate, or successor entity of Lessee so long as, at the time of said transfer or assignment, the original use of the Facility as set forth in Section 3.04 as modified in writing by the parties, is still in force at the time of the transfer or assignment.

6.03 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and that any addition, variation, or modification to this Agreement shall be null and void unless in writing and signed by the parties hereto.

6.04 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Colorado.

6.05 Notices. All notices and other communications including changes in the Lessor's Lease Fee Payee, required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the party for whom it is intended at its address set forth in Article 1. Any such notice or other communication shall be effective when received as indicated on the return receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

6.06 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is duly authorized to do so by requisite action of the party to this Agreement.

6.07 Recording. Lessor shall execute and Lessee shall be permitted to record, at any time, a memorandum of this Agreement, the form and content of which shall be mutually acceptable to both Lessee and Lessor.

6.08 Section Headings for Convenience: Section Headings are for the convenience of the reader and do not form a substantive part of this Agreement.

## **ARTICLE 7.**

7.01 Construction of Premises.

(9) Lessee's design and construction of the Antenna Site, Premises or Facilities shall comply with all local, state and federal rules and regulations and any applicable community covenants.

(b) Lessee will be responsible for removing any or all of their equipment to accommodate roof repair/replacement or any other building maintenance items when needed.

**ARTICLE 8.**

8.01 Force Majeure. Neither Party shall be considered to be in default in performance of any obligation herein if failure of performance shall be due to uncontrollable forces, the term "uncontrollable forces" meaning any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome.

8.02 Relationship Between Lessor and Lessee. Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Lease Fee, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.

**ARTICLE 9.**

9.01. Events of Lessee Default. The following events shall also be deemed to be events of default by Lessee and shall also constitute a material default and breach under this Agreement:

(9) Lessee shall have failed to pay any installment of the Lease Fee or any other charge provided or incorporated herein, or any portion thereof when the same shall be due and payable and shall not cure failure within (30) thirty days of receipt of written notice of said default;

(b) Lessee shall have failed to comply with any non-monetary provisions of this Agreement and shall not cure such failure within (60) sixty days after Lessor, by written notice, has informed Lessee of such non-compliance (in the case of default which cannot with due diligence be cured within a period of (60) sixty days, Lessee shall have such additional time to cure same as may be reasonably necessary, provided Lessee at all times proceeds promptly and with due diligence to cure such default after receipt of said notice); or

9.02 Notice of Default. Upon the occurrence of any event of default of Lessee, or as applicable, upon Lessee's failure to cure a curable default within the time allowed under Subsections (a) and (b) of Section 9.01 of this Agreement, Lessor may, at any time thereafter, terminate this Lease by delivering written notice of termination to Lessee which termination shall be effective upon receipt by Lessee in addition to maintaining any claims in law or equity against Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Lessor:**

Chase County School District

**Lessee:**

NE COLORADO CELLULAR, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





Mr. Lefdal,

Viaero Wireless a FCC licensed provider of Personal Wireless Services is seeking to gain approvals and investigate the possible utilization of the Chase County Schools roof top to enhance our services to the community.

Viaero operates around 680 "Cell sites" in Nebraska, Colorado, Kansas and eastern portions of Wyoming. Due to an overwhelming use of 4G data on our network in Imperial we are looking to rapidly make adjustments to our network that will help us maintain the high standard of reliability that our customers expect.

Viaero currently operates a single Cell site within the City of Imperial. This site is located on our tower behind our retail store (438 Broadway). The cell site has been there a number of years and has reliably served the community with wireless services. In the last couple of years with the introduction and wide acceptance of smart phones, wireless tablets and other wireless devices and due to the increased 4G data usage of these types of devices we have been stretching the limits our network, specifically at high demand times. The airwaves or "spectrum" that these wireless signals are transmitted are limited by the government. We are finding our network with 10 times the data usage with the same amount of spectrum that we had just a few years ago. One way that we can now modify our network to help meet increased demand is to retransmit the limited spectrum by adding additional cell sites, radios and supporting equipment.

We are currently searching for additional areas where we can deploy additional and much needed cell sites within the City of Imperial. The School building roof top, specifically the area where I would guess the gym would be located could possibly work. If this location would work, it would insure that we would be able to receive and transmit reliable wireless signals (especially during high demand cycles for example during sports events) inside the school building and the site would also provide enhance in building coverage for this specific quadrant of Imperial. From my ground observations it looks like there is a facade that we could possible install an equipment saddle system to support the antennas and radios. I have attached a photo of a similar "saddle system" that is currently in use on another school. We would also need a bit of space for supporting equipment.

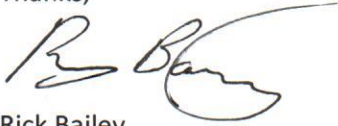
*We are where you are.*

I have attached a proposed building lease agreement that I hope will meet the School Districts Board members approval. I would also like gain your preliminary approval and schedule a time where we could evaluate the building and roof top with one of our design personnel. I think we could also at that time review a possible site layout and hopefully develop a mutually acceptable deployment plan.

I'm sure you have a number of questions and hope that we can discuss these in the near future.

Please feel free to phone me anytime on my cell phone (970) 768-6464.

Thanks,

A handwritten signature in black ink, appearing to read "Rick Bailey". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Rick Bailey  
Viaero Wireless  
1224 W. Platte Ave.  
Fort Morgan, CO 80701  
Phone 970-768-6464  
E-mail [Rick.Bailey@Viaero.com](mailto:Rick.Bailey@Viaero.com)

roof facade-view from  
sw of school



upper level-view from  
east of school looking  
west



*School*

\* Chase County School District  
 Interlocal Pool Project  
 Series 2007

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/18/2008	-	-	-	-	-
06/15/2008	-	-	5,536.58	5,536.58	-
12/15/2008	25,000.00	1.750%	11,455.00	36,455.00	41,991.58
06/15/2009	-	-	11,236.25	11,236.25	-
12/15/2009	20,000.00	2.000%	11,236.25	31,236.25	42,472.50
06/15/2010	-	-	11,036.25	11,036.25	-
12/15/2010	20,000.00	2.300%	11,036.25	31,036.25	42,072.50
06/15/2011	-	-	10,806.25	10,806.25	-
12/15/2011	25,000.00	2.550%	10,806.25	35,806.25	46,812.50
06/15/2012	-	-	10,487.50	10,487.50	-
12/15/2012	25,000.00	2.750%	10,487.50	35,487.50	45,975.00
06/15/2013	-	-	10,143.75	10,143.75	-
12/15/2013	25,000.00	3.050%	10,143.75	35,143.75	45,287.50
06/15/2014	-	-	9,762.50	9,762.50	-
12/15/2014	25,000.00	3.100%	9,762.50	<del>34,762.50</del>	44,525.00
06/15/2015	-	-	9,375.00	<del>9,375.00</del>	-
12/15/2015	25,000.00	3.250%	9,375.00	34,375.00	43,750.00
06/15/2016	-	-	8,968.75	8,968.75	-
12/15/2016	25,000.00	3.400%	8,968.75	33,968.75	42,937.50
06/15/2017	-	-	8,543.75	8,543.75	-
12/15/2017	25,000.00	3.550%	8,543.75	33,543.75	42,087.50
06/15/2018	-	-	8,100.00	8,100.00	-
12/15/2018	30,000.00	3.700%	8,100.00	38,100.00	46,200.00
06/15/2019	-	-	7,545.00	7,545.00	-
12/15/2019	30,000.00	3.850%	7,545.00	37,545.00	45,090.00
06/15/2020	-	-	6,967.50	6,967.50	-
12/15/2020	30,000.00	4.000%	6,967.50	36,967.50	43,935.00
06/15/2021	-	-	6,367.50	6,367.50	-
12/15/2021	30,000.00	4.100%	6,367.50	36,367.50	42,735.00
06/15/2022	-	-	5,752.50	5,752.50	-
12/15/2022	30,000.00	4.200%	5,752.50	35,752.50	41,505.00
06/15/2023	-	-	5,122.50	5,122.50	-
12/15/2023	35,000.00	4.300%	5,122.50	40,122.50	45,245.00
06/15/2024	-	-	4,370.00	4,370.00	-
12/15/2024	35,000.00	4.600%	4,370.00	39,370.00	43,740.00
06/15/2025	-	-	3,565.00	3,565.00	-
12/15/2025	35,000.00	4.600%	3,565.00	38,565.00	42,130.00
06/15/2026	-	-	2,760.00	2,760.00	-
12/15/2026	40,000.00	4.600%	2,760.00	42,760.00	45,520.00
06/15/2027	-	-	1,840.00	1,840.00	-
12/15/2027	40,000.00	4.600%	1,840.00	41,840.00	43,680.00
06/15/2028	-	-	920.00	920.00	-
12/15/2028	40,000.00	4.600%	920.00	40,920.00	41,840.00
<b>Total</b>	<b>\$615,000.00</b>	-	<b>\$304,331.58</b>	<b>\$919,331.58</b>	-

*4375,000*

*98.20*

*610,395*

AMERITAS INVESTMENT CORP.  
 Bruce Lefler, Senior Vice President

*Saving  
 \$235,395*

**CHASE COUNTY SCHOOLS #0010**  
**IMPERIAL, NEBRASKA**  
**LIMITED TAX QCPUF BONDS (79-10-110)**  
**SERIES 2012 NET \$2,750,000**

*Supt. Schoeppy*  
*Chase Co SD 0010*  
*308-882-5629*

**Debt Service Schedule**

1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/30/2012	-	-	-	-	-
12/15/2012	-	-	19,592.08	19,592.08	-
12/31/2012	-	-	-	-	19,592.08
06/15/2013	-	-	18,085.00	18,085.00	-
12/15/2013	270,000.00	0.400%	18,085.00	288,085.00	-
12/31/2013	-	-	-	-	306,170.00
06/15/2014	-	-	17,545.00	17,545.00	-
12/15/2014	270,000.00	0.550%	17,545.00	287,545.00	-
12/31/2014	-	-	-	-	305,090.00
06/15/2015	-	-	16,802.50	16,802.50	-
12/15/2015	270,000.00	0.700%	16,802.50	286,802.50	-
12/31/2015	-	-	-	-	303,605.00
06/15/2016	-	-	15,857.50	15,857.50	-
12/15/2016	275,000.00	0.900%	15,857.50	290,857.50	-
12/31/2016	-	-	-	-	306,715.00
06/15/2017	-	-	14,620.00	14,620.00	-
12/15/2017	275,000.00	1.150%	14,620.00	289,620.00	-
12/31/2017	-	-	-	-	304,240.00
06/15/2018	-	-	13,038.75	13,038.75	-
12/15/2018	280,000.00	1.350%	13,038.75	293,038.75	-
12/31/2018	-	-	-	-	306,077.50
06/15/2019	-	-	11,148.75	11,148.75	-
12/15/2019	280,000.00	1.600%	11,148.75	291,148.75	-
12/31/2019	-	-	-	-	302,297.50
06/15/2020	-	-	8,908.75	8,908.75	-
12/15/2020	285,000.00	1.850%	8,908.75	293,908.75	-
12/31/2020	-	-	-	-	302,817.50
06/15/2021	-	-	6,272.50	6,272.50	-
12/15/2021	290,000.00	2.050%	6,272.50	296,272.50	-
12/31/2021	-	-	-	-	302,545.00
06/15/2022	-	-	3,300.00	3,300.00	-
12/15/2022	300,000.00	2.200%	3,300.00	303,300.00	-
12/31/2022	-	-	-	-	306,600.00
<b>Total</b>	<b>\$2,795,000.00</b>	<b>-</b>	<b>\$270,749.58</b>	<b>\$3,065,749.58</b>	<b>-</b>



# Chase County Public Schools

2015-16 Board/District Goals

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## Board of Education

Jeff Olsen, President

Tom Gaschler

Karl Meeske

Willy O'Neil

Dan Reeves

Gregg Smith

Penny Strand

Sheila Stromberger

Steve Wallin

**SUPERINTENDENT**

Joey Lefdal

---

## Chase County Public Schools mission statement

The Mission of Chase County Schools is to meet the challenge, exceed expectations, and continue our legacy of excellence,

### Identified Priorities

- Turnover at Elementary
- High School Instruction needs to grow

- Under represented population sense of belonging
- Level III – students high needs meeting needs
- Technology plan – purposeful
- Engaging staff
- Communication between staff and board
- Facility needs
- City and cooperative agreements
- Students disrespect for adults
- Behavior of students and parents

#### Student Achievement

- Align and improve curriculum (7-12)
- Improve instruction with professional development
- Improve student achievement
- Improve integrated technology

#### Budget/Facilities

- Develop facilities

#### District Climate/Culture

- Improve student participation
- Increase use of English
- ELL and at risk students
- Adjusting to the implementation of change
- Growing the working relationship between administration and staff
- Ensure the Teammates Program is effective

#### Educational Leadership

- Working with administration on staff and curriculum evaluation
- Monitor progress through data assessment

- Improve expectations for common instructional practices
- Ensure administration sets professional building level goals

#### Communications Leadership

- Increase communications between ELL population and district
- Approach businesses
- New student packets
- Provide bi-lingual Website and newsletters
- Provide English instruction for Hispanic population
- Develop a Hispanic Parent Advisory Group (Admin/students/staff/business leaders)
- Grow communications with community (monthly business connections)
- Grow the number of intentional contacts with staff/students and community
- Engage community
- Ongoing evaluation of communication systems and channels

#### Budget

- Increase frequency and tracking the budget and including updates
- Continued emphasis of long-term goals and planning
- Short and long-term facilities plan

### **Educational Leadership Goal**

The Chase County School District will provide effective curriculum and quality instruction to

support improved student learning and the mission of the school district.

**Strategy I**

**Assess and analyze instruction and student achievement data to drive informed decision-making to best serve students.**

Developed: September 2015

<b>Performance Indicator</b>	<b>Responsible</b>	<b>Timeline</b>	<b>Progress/Success</b>
A. Review and assess the of district curriculum to ensure it is aligned K-12 and supports growth and improved learning for all students. Developed: September 2015	Board, Superintendent, Administrators, Guidance Counselor		
B. Define a standard for common instructional practices and implement district wide. Developed: September 2015	Superintendent and Administrators		
C. Monitor and assess student achievement data to ensure growth and improved learning for all students. Developed: September 2015	Board, Superintendent, and Administrators		
D. Review and assess progress/success of building administrator’s building and administrative professional goals designed to support decision-making and progress of instruction and learning. Developed: September 2015	Superintendent		

**Communications Leadership Goal**

The board and superintendent aspire to grow the collaborative working relationship with internal and

external stakeholders through improved and purposeful methods of communication.

**Strategy 1:**

**Engage stakeholders in purposeful discussion to grow the connection to the district and to support planning.**

Developed: July 16, 2015

<b>Performance Indicators:</b>	<b>Responsible</b>	<b>Timeline</b>	<b>Progress/Success</b>
1) Study and identify methods of engaging parents beginning at the preschool level to create a district/parental partnership to support student success PK-12. (e.g., new student packets, managing student accounts lunch, activities, clubs, Student Management system, District Policy, Academic Standards, etc.) Developed: September 2015	Board, Superintendent, Administrators, and teachers		
2) Grow the number of intentional contacts between the administration and the staff and students. Developed: September 2015	Superintendent and Administrators		
3) Engage the community members and business leaders to establish and maintain an effective partnership between the school and community. Developed: September 2015	Board, Superintendent, and Administrators		

<b>Performance Indicators</b>	<b>Responsible</b>	<b>Timeline</b>	<b>Progress/Success</b>
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<p>4) Develop and implement an effective and efficient method for evaluating communication systems and channels. Developed: September 2015</p>	<p>Board, Superintendent, and Administrators</p>		
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**Strategy II**

**Identify effective methods of engaging and communicating with the district/community diverse population**

Developed: February 2013

Performance Indicator	Responsible	Timeline	Progress/Success
<p>1) Create a Diversity Advisory Committee consisting of district administrators, certificated staff, (2 to 3) board members, community members, and/or parents from the Hispanic community.</p> <p><i>This could be incredibly powerful for the Supt, Principals, group of teachers, and possible bd representation, to work collaboratively to define district standards for engaging the ELL students and their guardian/parents.</i></p> <p>Developed: September 2015</p>	<p>Board, Superintendent, Administrators, and Community Members</p>		

Performance Indicators	Responsible	Timeline	Progress/Success
------------------------	-------------	----------	------------------

<p>2) Utilize outreach of the Diversity Advisory Committee to establish effective methods for communicating with parents and guardians in a timely and consistent manner, providing resources to support their communications with staff, identify methods of orienting and engaging new families into the district, etc.</p> <p>Developed: September 2015</p>	<p>Board, Superintendent, and Administrators</p>		
<p>3) Review and assess the effectiveness of our website and communications to ensure it is available in bi-lingual formats to ensure access to information distributed by the district.</p> <p>Developed: September 2015</p>	<p>Board, Superintendent, and Administrators</p>		
<p>5) Study the benefits, needs, and opportunities to provide an Adult Distance Learning ELL class through the Community College system and the district Distance Learning lab.</p> <p>Developed: September 2015</p>	<p>Board, Superintendent, and Administrators</p>		

**Budget Leadership**

The board and administration will plan and manage district resources to ensure the district provides a safe and quality learning environment that supports growth and improved instruction and learning for all students.

**Strategy I**

**Develop, adopt, and manage district resources to support curriculum, instruction, learning, district facilities, and transportation.**

**Performance Indicators**

**Responsible**

**Timeline**

**Progress/Success**

- 1) Equip board members with current and historical budget information to assess and monitor the spending and management of district resources.

Developed: September 2015

Superintendent

**Learning Facilities**

The board and superintendent will study and assess long-term facility needs to provide a safe and effective learning environment for the students of Chase County Schools.

**Strategy II**

**Develop a Short and Long-Term Facilities Plan to support the improvement and growth of district facilities and grounds.**

Performance Indicators	Responsible	Timeline	Progress/Success
<p>2) Develop a Facilities Advisory Committee to establish a Short and Long-term Facilities Plan to support district planning</p> <p>a. Identify who will be involved in the study (e.g., Superintendent, Administrators, Teachers, Board Members, Community members, students)</p> <p>Developed: September 2015</p>	<p>Superintendent Bldg. and Grounds Committee</p>		
<p>3) Schedule and conduct Facilities Committee meetings to tour and assess all district facilities and grounds compiling a comprehensive inventory of identified needs for growth and improvement of district facilities and grounds</p> <p>Developed: September 2015</p>	<p>Superintendent and Facilities Advisory Committee</p>		

Performance Indicators	Responsible	Timeline	Progress/Success
------------------------	-------------	----------	------------------

<p>4) Organize, prioritize, and present a Short and Long-term Facilities Plan to the Superintendent</p> <p style="text-align: right;">Developed: September 2015</p>	<p>Superintendent and Facilities Advisory Committee</p>		
<p>5) Present the Short and Long-Term Facilities Plan to the Board for adoption.</p> <p style="text-align: right;">Developed: September 2015</p>	<p>Superintendent</p>		
<p>6) Review the adopted Short and Long-Term Facilities Plan at minimum twice a year to support budget and planning. (Add to Board Calendar)</p> <p style="text-align: right;">Developed: September 2015</p>	<p>Board and Superintendent</p>		

## CHASE COUNTY SCHOOLS

520 E. 9<sup>th</sup> Street; P.O. Box 577  
Imperial, Nebraska 69033  
Phone: 308-882-4304  
Fax: 308-882-5629

Joey Lefdal, Superintendent  
Becky Odens, K-6 Principal  
Chad Scheel, 7-12 Principal  
Troy Hauxwell, Activity Director

October 29, 2015

Dear Parent/Patron,

Chase County Elementary Schools is dedicated to providing all students with a sound education that prepares them to succeed in school and in life. We set high learning expectations for every child. In fact, last year Chase County Elementary Schools reading and mathematics achievement increased at many grade levels. However, the state and federal governments judge schools based on the results of State NeSA tests for many student subgroups. Examples of student subgroups include English language learners and special education students.

As a part of a federal law known as the No Child Left Behind (NCLB) Act, public schools, through NeSA test scores, are judged against multiple goals established by NCLB. Last year, Chase County Elementary School was required to meet reading and math goals in multiple subgroups in order to be judged as meeting Adequate Yearly Progress (AYP). If one of these subgroup goals is not met, the school is labeled as not meeting AYP. In 2014-2015, Chase County Elementary did not meet AYP. This is due to NCLB goals being at 100% for all subgroups. Overall, Chase County met many of the AYP criteria but not all. However, for the last five years some of the student subgroups did not meet the goals in the areas of reading and mathematics. As a result, Chase County School has been labeled as a school in need of improvement, Year 4. This places the building in restructuring planning status.

Names of the Title I schools that did and did not meet the AYP standards for 2014-2015 were released by the Nebraska Department of Education in the *State of the Schools* Report. You can compare and contrast the proficiencies of all Nebraska schools, including all schools in Chase County Schools, at the following website: <http://www.education.ne.gov/documents/SOSR.html>. The link to follow is "2014-2015 Report".

As a Needs Improvement School for four years, Chase County Elementary is entering a period know as "Restructuring." Therefore, by law, Chase County Elementary is required to develop a restructuring plan to be implemented next school year if it does not meet AYP this year. The plan that is developed must re-do how the governance of the school is structured. The law also requires that parents have opportunities to comment about the plan. As a Chase County Elementary parent, you will be receiving information about upcoming meetings to comment about the school's restructuring plan.

Because of our current status, we are using an Action Plan to improve learning for every student. As a part of our school's plan we:

- Use classroom reading, math, and science test results to focus instruction on specific student needs;
- Plan lessons to include effective teaching techniques;
- Provide descriptive feedback to students throughout lessons to improve their understanding and skill;
- Differentiate instruction with small groups of learners to re-teach for mastery or extend learning for rigor; and
- Provide many literacy strategies throughout all subject areas.

It takes two years of making adequate yearly progress to be removed from the School Improvement classification; therefore, our school will be designated as School Improvement for at least two additional years. The law provides the option for students who live in our attendance area to choose and enroll in another District that did meet AYP. Since there are no other elementary schools in our district, school choice is not an option for our students.

As a Needs Improvement School for at least two years, Chase County Elementary is required to offer Supplemental Educational Services (SES) to any student who is eligible for free and reduced lunch. Parents who choose to have their children participate in SES are asked to contact Chase County Schools at (308) 882-4304 by November 20<sup>th</sup>, 2015. If more eligible students sign up for SES than can be funded, priority will be given to students with the greatest academic need. A list of providers can be found at [http://www.education.ne.gov/federalprograms/Title\\_1\\_Part\\_A\\_SIG.html](http://www.education.ne.gov/federalprograms/Title_1_Part_A_SIG.html) under SES providers approved 2015-16. A paper copy is also available from the front office.

Your support matters and we encourage you to attend school events such as parent/teacher conferences and community nights. Please contact us or check our website for information about our parent events. We would also be eager to provide you any "at home" strategies to support reading and math learning. You can regularly monitor your child's academic progress by registering for and using the Infinite Campus Portal at <http://chasecountyschools.org> by following the link on the right side of the page. The portal allows you to view current assignments and grades.

We invite you to contact the school if you have additional questions about any details. We will continue to celebrate our school's many successes as we continuously work to provide a quality education for all students.

Sincerely,

Joey Lefdal  
Superintendent, Chase County Schools

Enclosure



## NEBRASKA ASSOCIATION OF SCHOOL BOARDS

The Nebraska Association of School Boards provides services to School Boards  
to strengthen public education for all Nebraska Children.

[Events](#) › [StateConference](#)



**REGISTERING FOR THE CONFERENCE!**

**ONLINE REGISTRATION FOR THE 2015 STATE EDUCATION CONFERENCE IS NOW CLOSED. YOU MAY STILL REGISTER ON-SITE.**

**Registration fees for the conference are as follows:**

REGISTER SEPTEMBER 16 THROUGH NOVEMBER 6	\$175	NON-MEMBER REGISTRATION	\$540
REGISTER NOVEMBER 7 THROUGH ONSITE	\$200	CANCELLATION FEE (PRIOR TO 11/7)	\$40

- No Refunds After 11/7 -

**SCHEDULE AT A GLANCE**

**PRE-CONFERENCE SESSIONS!**  
WEDNESDAY, NOVEMBER 18 | 1:00 TO 4:00PM

**PRE-CONFERENCE SESSIONS!**

WEDNESDAY, NOVEMBER 18  
1:00 TO 4:00PM

**2015 GREEN SCHOOLS SUMMIT**

There are many ways to "Go Green". Find out the innovative approaches taking shape across Nebraska to advance reduction in district costs, increase STEM skills and engagement, of both school staff and students, and engage students in 21st century civic responsibilities. Join us at The 2015 Green Schools Summit to learn how you can develop more energy-efficient, innovative and healthy schools in your own district. Hear from experts on STEM, service learning, and community partnerships. Sponsored by The USGBC Nebraska Flatwater Chapter and The UNO Center for Urban Sustainability.

**OPENING KEYNOTE SPEAKER!**

THURSDAY, NOVEMBER 19  
8:00 TO 9:30AM

**Presenters include: Catherine Lang & Greg Adams | Accelerate Nebraska; Lasha Goodwin | Eureka, Inc.; Ron Azoulay | Nebraska Loves Public Schools; Greg Fripp | Executive Director, Whispering Roots; Dr. Deepak Khazanchi | UNO Prof. of Information Systems/ Quantitative Analysis; Professor Steve Rodie | Director, UNO Center for Urban Sustainability; Craig Moody | Verdis Group**

**A - BREAKOUT SESSIONS!**

THURSDAY, NOVEMBER 19  
9:45 TO 10:45AM

*\*Optional Morning Bus Tour and Lunch Speaker (9:00 AM to 12:30 PM)*

**B - BREAKOUT SESSIONS!**

THURSDAY, NOVEMBER 19  
11:15AM TO 12:15PM

*Tour Benson West Elementary and Omaha Northwest High School with Dr. Steve Rodie, Center for Urban Sustainability. Then enjoy lunch at the Sage Student Bistro at Metro Community College listening to Clayton Chapman of The Grey Plume, a James Beard 2015 Restaurant and Chef Award Semifinalists, awarded Nation's Greenest Restaurant, and Nation's Most Sustainable Restaurant. The bus will return by 1:00 PM for the pre-conference session. \*(\$25 Additional Charge)*

**THURSDAY LUNCHEON KEYNOTE SPEAKER!**

THURSDAY, NOVEMBER 19  
12:30 TO 2:00PM

Please visit their website at <http://usgbcne.org/greenschools/> for more information.

**C - BREAKOUT SESSIONS!**

**CRADLES TO CAREERS**



# Educators Health Alliance

## Renewal Effective September 1, 2016

The EHA Board of Directors has announced the following rate and benefit change decisions for the 2016-17 contract year, effective September 1, 2016.

### Premium Rate Change

The medical rates for all Active Employee categories will increase by 4.9%.

The medical rates for all Early Retiree categories will increase by 4.9%.

The dental rates for all participants in Dental Options 1, 3, 4, & 5 will not change. The dental rates for all participants in Dental Option 2 will increase by 4.9%.

### Benefit Changes

1. Deductibles:
  - a. The \$500 plan deductible will increase by \$100 In-Network / \$200 Out-of-Network, 2x family.
  - b. The \$750 plan deductible will increase by \$150 In-Network / \$300 Out-of-Network, 2x family.
  - c. The \$950 plan deductible will increase by \$200 In-Network / \$400 Out-of-Network, 2x family.
  - d. The \$1,250 plan deductible will increase by \$250 In-Network / \$500 Out-of-Network, 2x family.
  - e. The \$1,650 plan deductible will increase by \$350 In-Network. The Out-of-Network deductible becomes twice the In-Network deductible, 2x family.
  - f. The \$3,100 plan deductible will increase by \$400 In-Network / \$800 Out-of-Network for single coverage and by \$650 In-Network / \$1,300 Out-of-Network for family coverage.
2. Out-of-Pocket Limits (including deductible, coinsurance, and copayments for medical and pharmacy services):
  - a. The Out-of-Pocket limits for the new \$600, \$900, \$1,150, and \$1,500 deductible plans will increase by the deductible increase amounts plus \$250 In-Network / \$500 Out-of-Network, 2x family.
  - b. The Out-of-Pocket limits for the new \$2,000 deductible plan will increase by the deductible increase amounts plus \$350 In-Network / \$700 Out-of-Network, 2x family.
3. Office Visit and Emergency Room Copays:
  - a. There are no changes to the office visit and emergency room copays.

4. Prescription Drug Copays

- a. Prescription Drug Copays for the new \$600, \$900, \$1,150, and \$1,500 deductible plans will be as follows:
  - i. Generic: 25% Coinsurance, \$5 Minimum / \$25 Maximum **(no change)**
  - ii. Formulary Brand: 25% Coinsurance, \$40 Minimum / \$80 Maximum
  - iii. Non-Formulary Brand: 50% Coinsurance, \$70 Minimum / \$110 Maximum
  - iv. Specialty In-Network: 25% Coinsurance, \$60 Minimum / \$120 Maximum
  - v. Specialty Out-of-Network: 50% Coinsurance, \$170 Minimum / \$340 Maximum
- b. Prescription Drug Copays for the new \$2,000 deductible plan will be as follows:
  - i. Generic: 30% Coinsurance, \$7 Minimum / \$30 Maximum **(no change)**
  - ii. Formulary Brand: 30% Coinsurance, \$45 Minimum / \$90 Maximum
  - iii. Non-Formulary Brand: 50% Coinsurance, \$70 Minimum / \$110 Maximum
  - iv. Specialty In-Network: 25% Coinsurance, \$60 Minimum / \$120 Maximum
  - v. Specialty Out-of-Network: 50% Coinsurance, \$170 Minimum / \$340 Maximum



# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-eighth day of October in the year Two Thousand Fifteen  
*(In words, indicate day, month and year.)*

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

Chase County Schools Addition  
Chase County School  
520 East 9th St.  
P.O. Box 577  
Imperial, NE 69033

Telephone Number: (308) 882-4304

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

Studio 120 Architecture, General Corporation  
120 East 16th St  
Scottsbluff, NE 69361  
Telephone Number: 308-635-1531  
Fax Number: 308-632-7253

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

Chase County Schools K-12  
520 East 9th St.  
P.O. Box 577  
Imperial, NE 69033

Project consists of adding an auxiliary gym, locker rooms, restrooms, and storage room to the Northwest corner of the existing K-12 facility. Another addition consisting of weight room, alternative education classroom, and restrooms at the South East corner of the existing facility.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 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

**EXHIBIT A INITIAL INFORMATION**

**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

May 02, 2016

- .2 Substantial Completion date:

November 01, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability  
\$2,000,000.00, aggregate \$4,000,000.00
- .2 Automobile Liability  
\$1,000,000.00
- .3 Workers' Compensation  
\$1,000,000.00
- .4 Professional Liability  
\$2,000,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, 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.

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

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

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

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

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

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

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

##### § 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return 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 all 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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**§ 3.5.3 NEGOTIATED PROPOSALS**

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

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

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, 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 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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 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.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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

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

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

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	

§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, 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 agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 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 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten ( 10 ) visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 but are not limited to 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 coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither

the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

### § 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

Init.

**§ 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

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

### **§ 8.3 ARBITRATION**

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

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

### **§ 8.3.4 CONSOLIDATION OR JOINDER**

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

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

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

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

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

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

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

Init.

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

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

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

Compensation paid to the Architect by the Owner shall amount to nine percent (9%) of the total Cost of Work. Cost of Work is defined in section 6.1.

§ 11.2 For Additional Services designated in Section 4.1, 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.)*

2015 Hourly Rate Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

2015 Hourly Rate Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 15% percent ( 15% %), or as otherwise stated below:

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

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)*

2015 Hourly Rate Schedule

Employee or Category	Rate
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**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15.00 %) of the expenses incurred.

*(Paragraphs deleted)*

**§ 11.10 PAYMENTS TO THE ARCHITECT**

*(Paragraph deleted)*

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

7.00 % per annum

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

Init.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

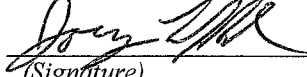
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

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

**OWNER**

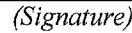


*(Signature)*

Joey Lefdal, Superintendent

*(Printed name and title)*

**ARCHITECT**



*(Signature)*

Jamie Winters, Architect

*(Printed name and title)*

# Additions and Deletions Report for

AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:56:07 on 10/28/2015.

## PAGE 1

**AGREEMENT** made as of the Twenty-eighth day of October in the year Two Thousand Fifteen

...

Chase County Schools Addition  
Chase County School  
520 East 9th St.  
P.O. Box 577  
Imperial, NE 69033

Telephone Number: (308) 882-4304

...

Studio 120 Architecture, General Corporation  
120 East 16th St  
Scottsbluff, NE 69361  
Telephone Number: 308-635-1531  
Fax Number: 308-632-7253

...

Chase County Schools K-12  
520 East 9th St.  
P.O. Box 577  
Imperial, NE 69033

Project consists of adding an auxiliary gym, locker rooms, restrooms, and storage room to the Northwest corner of the existing K-12 facility. Another addition consisting of weight room, alternative education classroom, and restrooms at the South East corner of the existing facility.

## PAGE 2

May 02, 2016

...

November 01, 2016

## PAGE 3

\$2,000,000.00, aggregate \$4,000,000.00

...

\$1,000,000.00

...

\$1,000,000.00

...

\$2,000,000.00

**PAGE 8**

§ 4.1.1	Programming (B202™-2009)	<u>Not Provided</u>	
§ 4.1.2	Multiple preliminary designs	<u>Architect</u>	
§ 4.1.3	Measured drawings	<u>Not Provided</u>	
§ 4.1.4	Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	<u>Not Provided</u>	
§ 4.1.6	Building Information Modeling (E202™-2008)	<u>Not Provided</u>	
§ 4.1.7	Civil engineering	<u>Architect</u>	
§ 4.1.8	Landscape design	<u>Not Provided</u>	
§ 4.1.9	Architectural Interior Design (B252™-2007)	<u>Not Provided</u>	
§ 4.1.10	Value Analysis (B204™-2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12	On-site Project Representation (B207™-2008)	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17	Facility Support Services (B210™-2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>Not Provided</u>	
§ 4.1.20	Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24	LEED® Certification (B214™-2012)	<u>Not Provided</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™-2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	<u>Not Provided</u>	

**PAGE 10**

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten ( 10 ) visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

[ X ] Litigation in a court of competent jurisdiction

PAGE 16

Compensation paid to the Architect by the Owner shall amount to nine percent (9%) of the total Cost of Work. Cost of Work is defined in section 6.1.

...

2015 Hourly Rate Schedule

...

2015 Hourly Rate Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 15% percent ( 15% ), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

PAGE 17

2015 Hourly Rate Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 15.00 %) of the expenses incurred.

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

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

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 )

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

...

7.00% per annum

**PAGE 18**

Joey Lefdal, Superintendent

Jamie Winters, Architect

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jamie Winters, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:56:07 on 10/28/2015 under Order No. 0286108050\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

# **2015 Nebraska State Accountability (NeSA) Analysis**

**November 3, 2015  
Bert Peterson  
1058 St. Joseph  
Hastings, NE 68901  
(402) 462-7315  
br\_peterson@charter.net**

## 2015 Nebraska State Accountability (NeSA) Test Analysis

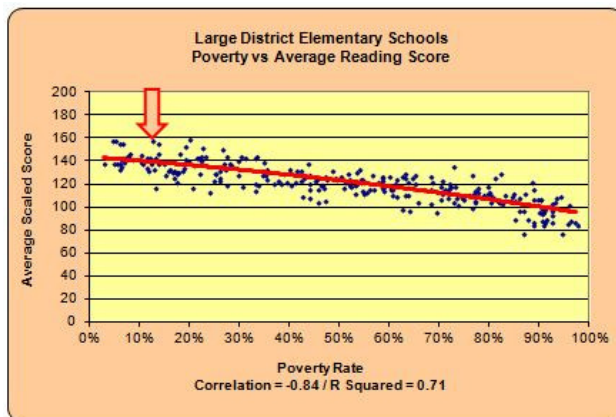
James Heckman a 2000 Nobel Laureate in economics and advocate for the economic gain of strengthening the early lives of impoverished children, wrote.<sup>1</sup>

“Many societies look to the schools to reduce skills gaps across socioeconomic groups. Because of the dynamics of human skill formation, the abilities and motivations that children bring to school play a far greater role in promoting their performance in school than do the traditional inputs that receive so much attention in public policy debates. The Coleman Report<sup>2</sup> as well as recent work<sup>3 4</sup> show that families and not schools are the major sources of inequality in student performance. By the third grade, gaps in test scores across socioeconomic groups are stable by age, suggesting that later schooling and variations in schooling quality have little effect in reducing or widening the gaps that appear before students enter school.<sup>5 6</sup>

The data from all of the NeSA tests over the last 6 years simply confirms Dr. Heckman’s summary of recent research.

This material is a summary of the results of the 2014-15 NeSA tests. In this summary:

- Elementary schools are mainly considered since, as you will see, they drive later performance.
- The data is also limited to schools in districts with over 1,000 elementary students since: (1) they tended to be more diversified and (2) there are significant differences in the definition of family income, used to determine eligibility for free or reduced cost meals, between wage earning families and farm families (self-employed.) These 281 schools includes over 2/3rds of all the elementary school students in Nebraska.
- The science and writing results have also not been included here since (1) there is some



evidence that in some schools science is not emphasized since it is not part of the AYP determination and (2) the writing results are so strangely distributed as to lead nowhere.

Much of what you will see about the reading and math results is in the form of scatter diagrams like the one to the left. Each dot is a school positioned such that its average NeSA score is on the vertical axis and its average poverty rate (eligible for Free or Reduced Cost Meals) is on the horizontal axis. The red

<sup>1</sup> Skill Formation and the Economics of Investing in Disadvantaged Children, *Science* 30 June 2006: Vol. 312 no. 5782 pp. 1900-1902

<sup>2</sup> J. S. Coleman, Equality of Educational Opportunity (U.S. Department of Health, Education, and Welfare, Office of Education, Washington, DC, 1966).

<sup>3</sup> S. W. Raudenbush, “Schooling, statistics and poverty: Measuring school improvement and improving schools” Inaugural Lecture, Division of Social Sciences, University of Chicago, Chicago, IL, 22 February 2006.

<sup>4</sup> J. J. Heckman, M. I. Larenas, S. Urzua, unpublished data.

<sup>5</sup> F. Cunha, J. J. Heckman, L. J. Lochner, D. V. Masterov, in Handbook of the Economics of Education.

<sup>6</sup> D. A. Neal, in Handbook of Economics of Education, E. Hanushek, F. Welch, Eds. (Elsevier, Amsterdam, in press).

line is a best fit line to the data (least squares fit of a second degree polynomial.) The school with the arrow pointing at it is Adams Elementary School in the Lincoln Public School district which had a high average reading score of 159 and a poverty rate of 13% this year.

The correlation referenced on the chart reflects how closely the two variables (reading score and poverty in this case) are related while the r-squared statistic reflects how much of the variation of one variable (reading score) is attributable to the other variable (poverty rate.) The correlation coefficient in the above example is -0.85 suggesting a very strong negative relationship between test scores and poverty rates (negative since as poverty rates go up performance goes down) and the r-squared statistic is 0.73 suggesting that poverty accounted for 73% of the variation - learning gap - between rich and poor. But the statistics aren't really necessary – all that one has to do is look at the data to see the strong relationship between average reading scores and poverty rates – poverty drives these results. While correlation doesn't prove causation; other credible research such as that referenced by Dr. Heckman above does confirm that poverty rates among groups of students drives average educational performance.

### Improvement in Test Scores and Proficiency Rates:

Statewide NeSA tests have been administered for 6 years now, beginning with the 2009-10 school year. In that initial year only the NeSA Reading Test was administered. In subsequent years NeSA Math, NeSA Science and NeSA Writing tests were added one per year. The average results of the reading and math tests for the large district elementary schools were as follows:

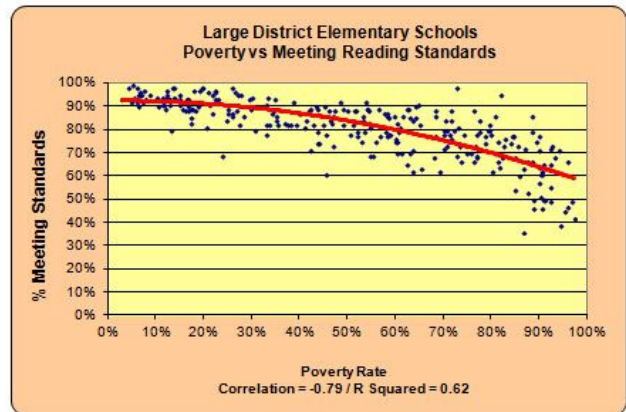
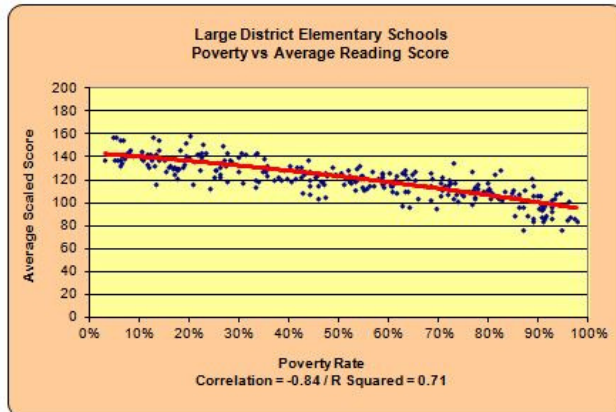
Large District Elementary Schools - Average Scaled Score									
	Poverty Rate	Reading - 200 Maximum				Math - 200 Maximum			
		Avg Score	Corr.	R-Sq.	Stand. Error	Avg Score	Corr.	R-Sq.	Stand. Error
2010	48%	101	-0.86	0.73	8.8				
2011	48%	107	-0.81	0.66	8.9	101	-0.69	0.47	13.2
2012	50%	111	-0.86	0.73	7.7	106	-0.80	0.64	9.8
2013	50%	113	-0.86	0.74	8.4	108	-0.81	0.66	9.5
2014	51%	117	-0.85	0.72	8.7	111	-0.80	0.65	9.1
2015	51%	121	-0.84	0.70	9.0	111	-0.82	0.64	9.2

Large District Elementary Schools - Proficiency Rate									
	Poverty Rate	Reading				Math			
		Met Stand.	Corr.	R-Sq.	Stand. Error	Met Stand.	Corr.	R-Sq.	Stand. Error
2010	48%	68%	-0.84	0.70	0.09				
2011	48%	71%	-0.80	0.64	0.09	65%	-0.67	0.45	0.14
2012	50%	75%	-0.82	0.67	0.08	71%	-0.79	0.63	0.10
2013	50%	77%	-0.83	0.69	0.08	71%	-0.80	0.64	0.10
2014	51%	77%	-0.79	0.63	0.08	74%	-0.79	0.62	0.09
2015	51%	81%	-0.77	0.59	0.08	74%	-0.78	0.61	0.10

Clearly we see significant improvement in the NeSA average test scores and proficiency rates over all 6 years for large district elementary schools. The relationship between a school's scaled scores and its proficiency rate to its poverty rate has remained consistent over these 6 years (correlation) with poverty accounting for 60% to 70% of the variation in test scores between schools (r-squared.)

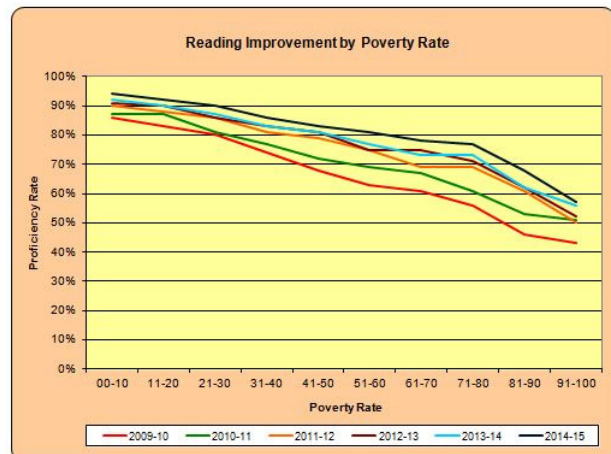
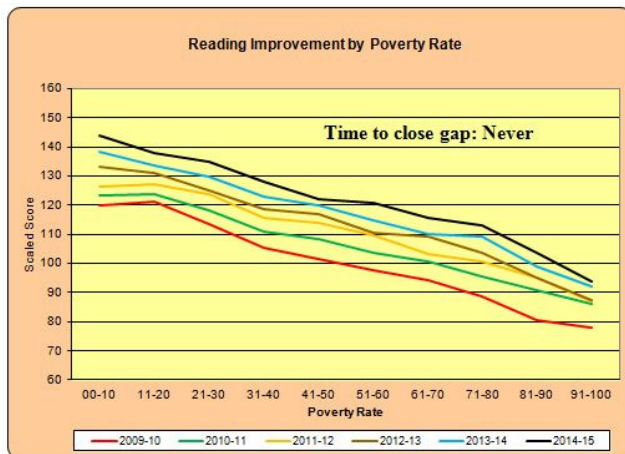
## 2014-15 Reading Results and Poverty Rates:

When we plot the 2015 NeSA reading average test results by average poverty rates we see the following pattern which is very similar to that seen in prior years.



The negative relationship between test scores and poverty rates and proficiency rates and poverty rates is clear as it has been in previous NeSA test results.

The Elementary and Secondary Education Act (ESEA) and its latest re-incarnation No Child Left Behind (NCLB) expect schools and teachers to eliminate this “achievement gap.” With 6 years experience we can look at what progress has been made in these large district schools in that regard. Here we see improvement in scores has been made in each year and at all levels of poverty.

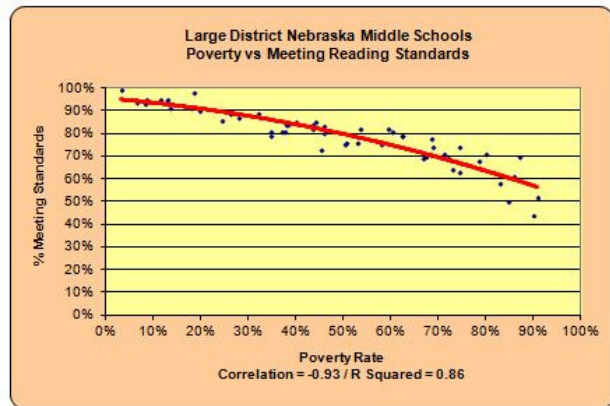
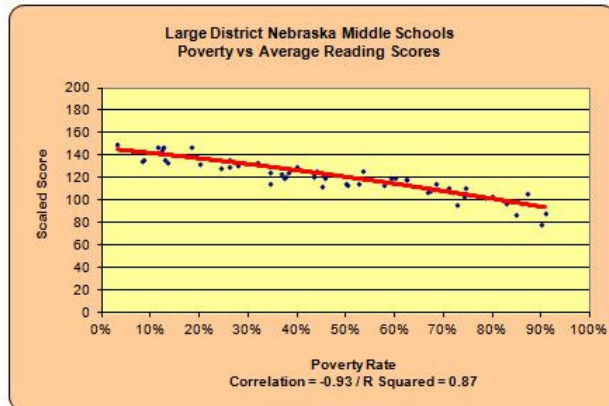


Comparing the average scores of the schools with 0% to 20% poverty to those schools with 80% to 100% poverty we see that the difference in scores has slightly increased since the 2009-10 test was administered thus at this rate the “achievement gap” will never be closed. If we look at data through just the 2013-14 testing year we do see some slight narrowing of that “gap” but at that rate it would take 194 years to eliminate the difference between the performance of our affluent and their high poverty counterparts. Our children don’t have that much time to wait for us to act.

Since average scores have increased that means that there will be an increase in proficiency rates but that increase has been sporadic and minimal since the first two NeSA tests.

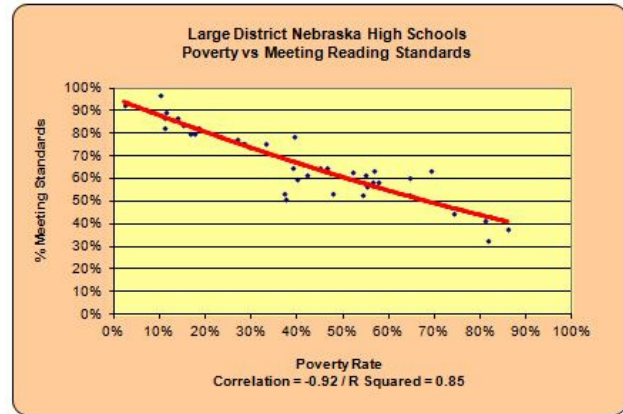
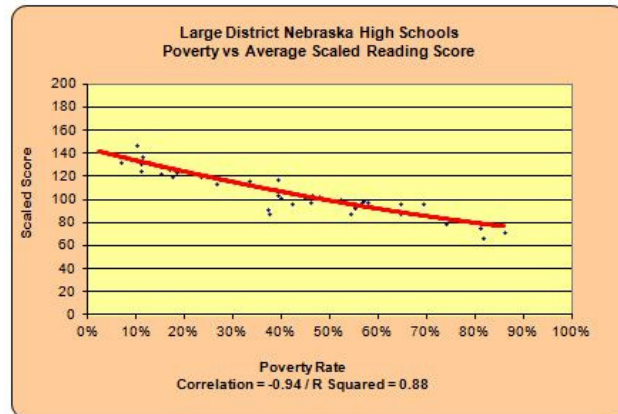
## Progression into Middle and High School:

It is interesting to see the patterns that emerge as we compare middle school and high school performance with those in elementary school. The large district middle schools exhibit the following distribution of scores and proficiency rates:

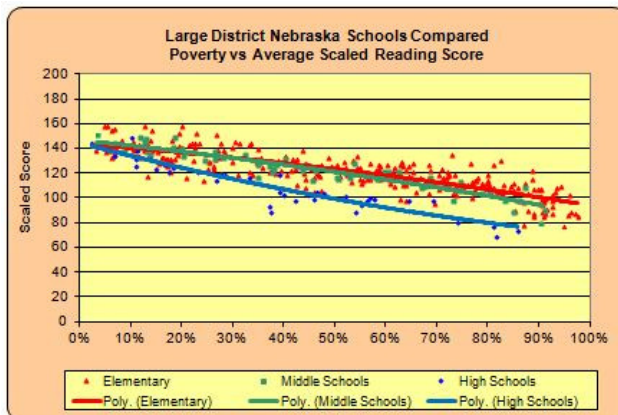


You can visually see that there is much less variation in scores and in proficiency rates in middle school than in the case of elementary school. This suggests that poverty is hardening achievement as the child moves from elementary school to middle school.

The large district high school results produced similar patterns:



We see the portion of the reading test score attributable to poverty (r-squared) go from 62% in elementary school to 86% and 85% in middle and high school.



Putting the elementary, middle and high school scores on one chart not only illustrates the hardening of outliers as children move through the grades but also the fact that the impact of poverty is greater as children move through the grades. The implication is that any deficiencies found in elementary school are magnified as the child progresses through the grades and that failure is very predictable.

This result demands that our strongest efforts must be directed at elementary school levels or earlier.

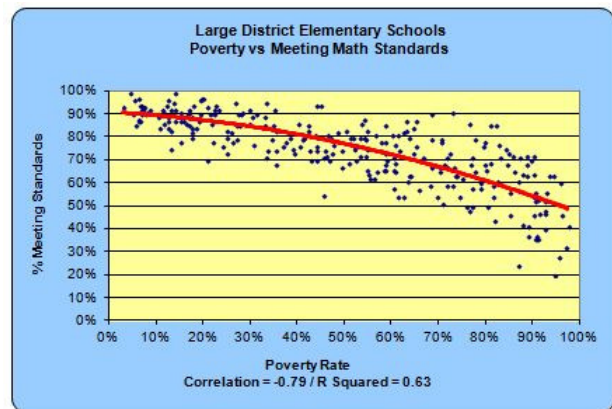
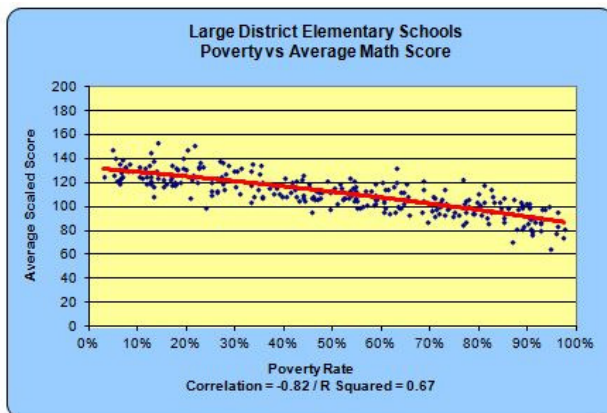
Clearly there is a strong connection between poverty and academic achievement, but poverty is only a proxy for the debilitating impacts of inadequate childhoods on student performance. As Dr. Heckman has stated:<sup>7</sup>

“The proper measure of family disadvantage is poorly captured by conventional measures of poverty which focus on the lack of family financial resources. The absence of parental nourishment and encouragement is the most damaging condition for child development. Absence of quality parenting—of stimulation, attachment, encouragement and support—is the true measure of child poverty.”

The evidence in Nebraska fully supports Professor Heckman’s findings. Many children in Nebraska who live in poverty do very well in school and a very few that live in relative affluence do poorly. Poverty is not the cause of poor achievement, but it is a good proxy for the “[a]bsence of quality parenting.” Professor Heckman has said many times: **“The True Measure of Child Poverty is Not Money: It is Parenting”**

### 2014-15 Math Results and Poverty Rates:

When we plot the 2015 NeSA math average test results by average poverty rates we see the following pattern which is very similar to that seen in prior years.

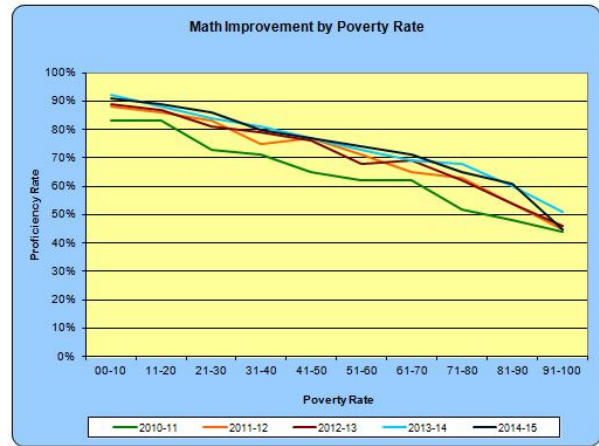
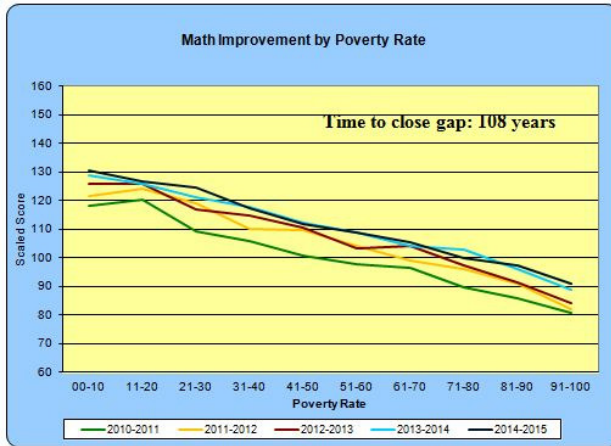


Again that negative relationship between test scores and poverty rates and proficiency rates and poverty rates is clear here. Poverty is a huge factor in a school’s average performance under the NeSA math test as it was in the reading test and as it has been in all prior NeSA tests.

The Elementary and Secondary Education Act (ESEA) and its latest re-incarnation No Child Left Behind (NCLB) expect schools and teachers to eliminate this “achievement gap.” With 5 years experience in math testing we can look at what progress has been made in these large district

<sup>7</sup> THE POWER OF THE EARLY YEARS: Creating and Measuring Capabilities<sup>7</sup> at: [https://heckman.uchicago.edu/sites/heckman2013.uchicago.edu/files/uploads/12\\_China-Booklet\\_Inside\\_2012-10-13\\_sjs\\_0.pdf](https://heckman.uchicago.edu/sites/heckman2013.uchicago.edu/files/uploads/12_China-Booklet_Inside_2012-10-13_sjs_0.pdf)

schools in that regard. Contrary to the reading tests, after the first year there has been minimal improvement in math test scores at any level of poverty.

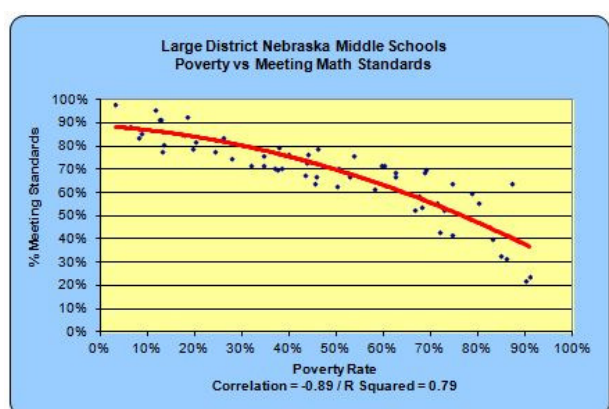
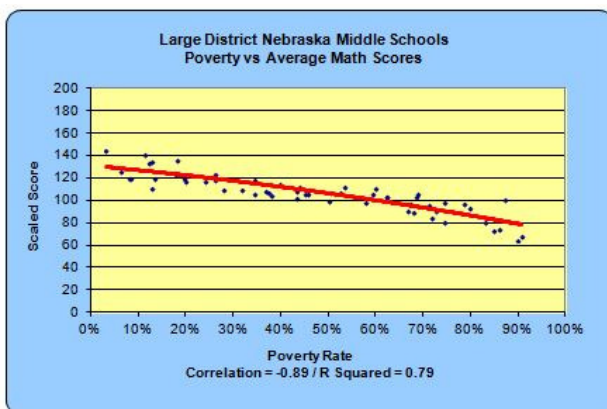


Comparing the scores of the schools with 0% to 20% poverty to those schools with 80% to 100% poverty we see that the difference in scores has slightly improved since the 2010-11 test was administered but at this rate of improvement the “achievement gap will take 108 years to close. If we look at data through just the 2013-14 test we also see some slight narrowing of that “gap” but at that rate it would take 167 years to eliminate the difference between the performance of our affluent and their high poverty counterparts. As in the reading tests, our children don’t have that much time to wait for us to act.

Since average scores have very slightly increased that means that there will be an increase in proficiency rates but that increase has been almost non-existent after the first year.

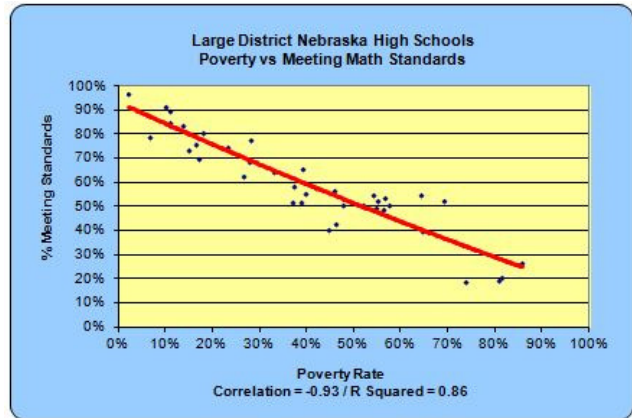
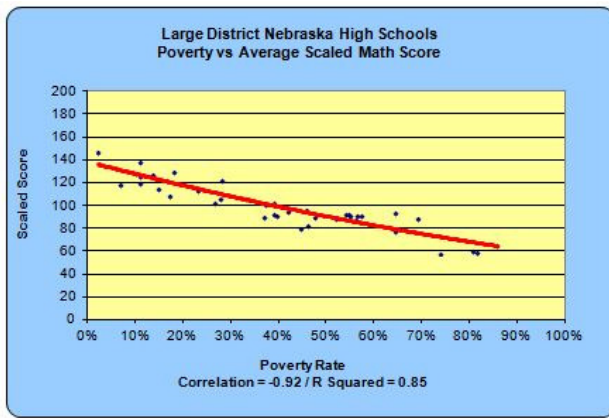
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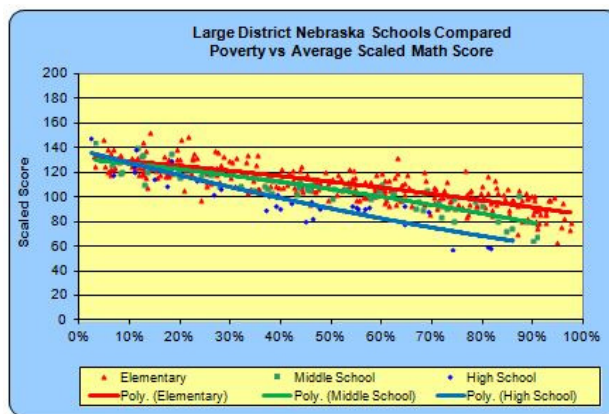


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### Suggestions from the Research which is confirmed by Nebraska's Results:

Nebraska has one of the best education systems in the country as evidenced by our student's performance on ACT tests.<sup>8</sup> But there is still more that we can do.

Based upon credible research and based upon what we see from NeSA test results we should be able to agree on the following:

1. The challenge is poor educational achievement by children living with adverse “out-of-school-factors” or “absence of quality parenting” or whatever label we want to put on their inadequate childhoods.
2. The damage to the child is done long before they enter school and is resistant to change after they enter school.
3. Intervention must be with the child's family and must begin long before the student first comes to school.

<sup>8</sup> Highest ACT score of all states that test over 80% of its students (Nebraska tests 88%)  
<https://www.act.org/newsroom/data/2015/states.html>